

# Agenda



## County of Inyo Board of Supervisors

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

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

The Zoom webinar is accessible to the public at <https://zoom.us/j/868254781>. The meeting may also be accessed by telephone at the following numbers: (669) 900-6833; (346) 248-7799; (253) 215-8782; (929) 205-6099; (301) 715-8592; (312) 626-6799. Webinar ID: 868 254 781.

Anyone unable to attend the Board meeting in person who wishes to make either a general public comment or a comment on a specific agenda item prior to the meeting, or as the item is being heard, may do so either in writing or by utilizing the Zoom "hand-raising" feature when appropriate during the meeting (the Chair will call on those who wish to speak). Generally, speakers are limited to three minutes. Written public comment, limited to **250 words or less**, may be emailed to the Assistant Clerk of the Board at [boardclerk@inyocounty.us](mailto:boardclerk@inyocounty.us). Your comments may or may not be read aloud, but all comments will be made a part of the record. Please make sure to submit a separate email for each item that you wish to comment upon.

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

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

**June 7, 2022 - 8:30 A.M.**

**\*AMENDED\***

1. ***PUBLIC COMMENT ON CLOSED SESSION ITEM(S)***

### **CLOSED SESSION**

2. ***PUBLIC EMPLOYEE PERFORMANCE EVALUATION – Pursuant to Government Code §54957 – Title: County Administrator.***
3. ***CONFERENCE WITH COUNTY'S LABOR NEGOTIATORS – Pursuant to Government Code §54957.6 – Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all County designated representatives – County Administrator Leslie Chapman, Assistant County Administrator Sue Dishion, Deputy Personnel Director Keri Oney, County Counsel John-Carl Vallejo, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson.***

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

- 10 A.M.
4. **PLEDGE OF ALLEGIANCE**
  5. **REPORT ON CLOSED SESSION AS REQUIRED BY LAW**
  6. **PUBLIC COMMENT** (*Comments may be time-limited*)
  7. **COUNTY DEPARTMENT REPORTS**
  8. **PROCLAMATION** - Supervisor Roeser will present and request approval of a proclamation honoring the heroic actions of Big Pine Fire Captain Jason Morgan and citizen Everett Holland on May 15, 2022.

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

9. **Auditor-Controller** - Request Board approve Amendment No. 3 to the contract between the County of Inyo and CentralSquare (formally known as Superior LLC and SunGard Public Sector) to increase the contract amount by \$87,360.00, contingent upon the adoption of future budgets; and authorize the Auditor-Controller to sign.
10. **County Administrator - Emergency Services** - Request Board approve Amendment No. 3 to the contract between the County of Inyo and Navigating Preparedness Associates, LLC of Lafayette, CA extending the term end date from December 31, 2021 to August 31, 2022, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
11. **County Administrator - Personnel** - Request Board ratify and approve the CPS HR Consulting services agreement in an amount not to exceed \$17,500 and authorize the Assistant County Administrator to sign.
12. **County Administrator - Public Defender** - Request Board: A) approve the contract between the County of Inyo and Gerard B. Harvey of Bishop, CA for the provision of Public Defender services in an amount not to exceed \$486,000 for the period of July 1, 2022 through June 30, 2025, contingent upon the Board's approval of future budgets; B) cancel the current contract with Gerard B. Harvey, effective June 30, 2022; and C) authorize the Chairperson to sign.
13. **County Administrator - Public Defender** - Request Board: A) approve the contract between the County of Inyo and Terry K. Walker of Bishop, CA for the provision of Public Defender services in an amount not to exceed \$396,000 for the period of July 1, 2022 through June 30, 2025, contingent upon the Board's approval of future budgets; B) cancel the current contract with Terry K. Walker, effective June 30, 2022; and C) authorize the Chairperson to sign.
14. **County Administrator - Public Defender** - Request Board approve the contract between the County of Inyo and Elizabeth Corpora, Attorney at Law, A Professional Corporation of Bishop, CA for the provision of Public Defender services in an amount not to exceed \$432,000 for the period of July 1, 2022 through June 30, 2025, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign.

15. **County Administrator - Public Defender** - Request Board ratify and approve the agreement between the County of Inyo and Elizabeth Corpora, Attorney At Law, A Professional Corporation of Bishop, CA for the provision of Public Defender services in an amount not to exceed \$234,630 for the period of July 1, 2015 through June 30, 2022, and authorize the Chairperson to sign.
16. **County Administrator - Public Defender** - Request Board approve the contract between the County of Inyo and Mark A. Johnson of Atwater, CA for the provision of Public Defender services in an amount not to exceed \$493,650 for the period of June 14, 2022 through June 30, 2025 , contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
17. **County Administrator - Purchasing** - Request Board: A) declare FloridAquatic of North Fort Myers, FL the successful bidder for the purchase of a Truxor Amphibious Tool Machine, cutting tools and trailer per Bid No. PR1021; B) authorize the purchase of one (1) Truxor Amphibious Tool Machine, tools and trailer from FloridAquatic in an amount not to exceed \$190,000; C) approve the creation of a purchase order and payment up to \$86,000 or approximately 50% of the bid amount to be issued on or around June 8, 2022 so that the machine can be ordered and started to be built; and D) authorize the Senior Budget Analyst to sign the Truxor Amphibious Machine Contract of Sale.
18. **County Administrator - Risk Management** - Request Board approve Amendment No. 1 to the contract between the County of Inyo and Rivera Hewitt Paul LLC of Sacramento, CA, increasing the contract by \$100,000, for a total amount not to exceed \$200,000, contingent upon the Board's approval of the Fiscal Year 2022-2023 Budget, and authorize the Chairperson to sign.
19. **County Administrator - Risk Management** - Request Board approve the agreement between the County of Inyo and Porter Scott, A Professional Corporation of Sacramento, CA for the provision of legal services in an amount not to exceed \$400,000 for the period of July 1, 2022 through June 30, 2025, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign.
20. **Coroner** - Request Board: A) declare Eva S. Wasef, M.D. a sole-source provider of autopsy services in Inyo County; B) approve the contract between the County of Inyo and Eva S. Wasef for the provision of autopsy services in an amount not to exceed \$175,000 for the period of July 1, 2022 through June 30, 2025, contingent upon the Board's approval of future budgets; and C) authorize the Chairperson to sign.
21. **Coroner** - Request Board approve the contract between the County of Inyo and Central Valley Toxicology of Clovis, CA for the provision of toxicology services in an amount not to exceed \$45,000 for the period of July 1, 2022 through June 30, 2025, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign.
22. **Health & Human Services** - Request Board: A) approve the Agreement between the County of Inyo and County of Santa Cruz for the period of July 1, 2022 through June 30, 2025 for hosting the Medi-Cal Administrative Activities and Targeted Case Management Local Government Agency Consortium, contingent on the Board's approval of future budgets; B) authorize the Chairperson and Melissa Best-Baker as the LGA Coordinator to sign the agreement; and C) authorize payment up to \$4,000 in participation fees per year for 2022-2023, 2023-2024, and 2024-2025, contingent upon the approval of future budgets.

23. **Health & Human Services - Behavioral Health** - Request Board ratify and approve Amendment No. 01 to the Fiscal Year 2021-2022 contract between the County of Inyo and Crestwood Behavioral Health, Inc. of Sacramento, CA, increasing the contract to an amount not to exceed \$41,500.00, and ratify the signature of the HHS Director.
24. **Health & Human Services - Behavioral Health** - Request Board approve the contract between the County of Inyo and Crestwood Behavioral Health, Inc. of Sacramento, CA for the provision of Residential Treatment services in an amount not to exceed \$60,000.00 for the period of July 1, 2022 through June 30, 2023, contingent upon the Board's approval of the Fiscal Year 2022-2023 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
25. **Health & Human Services - Behavioral Health** - Request Board approve the participation agreement between the County of Inyo and California Mental Health Services Authority of Sacramento, CA for the provision of consulting services in an amount not to exceed \$74,800 for the period of July 1, 2022 through June 30, 2024, contingent upon the Board's approval of future budgets, and authorize the HHS Director to sign.
26. **Health & Human Services - EMCC** - Request Board: A) approve the appointment of Pete Schlieker to represent Big Pine Volunteer Fire Department for an unexpired term ending December 31, 2023; and B) ratify and approve the reappointment of the following individuals to the Emergency Medical Care Committee (EMCC) for unexpired terms ending December 31, 2023:
- Joe Capello, representing Independence Fire Department
  - Charles Abbott, representing Olancho-Cartago Fire Department
  - Lisa Davis, Member at Large
  - Michael Patterson, representing Sierra Life Flight
  - Judd Symons, representing Symons Ambulance
27. **Health & Human Services - ESAAA** - Request Board approve Contract No. AP-2223-16 with the California Department of Aging for regional services to seniors, provided through the Eastern Sierra Area Agency on Aging, in the amount of \$1,564,373 for the period of July 1, 2022 through June 30, 2023, contingent upon the Board's adoption of the Fiscal Year 2022-2023 budget, and authorize the HHS Director to sign the Standard Agreement, Information Integrity and Security Statement Certification, Contractor Certification Clause, and the California Civil Rights Laws Certification.
28. **Health & Human Services - Health/Prevention** - Request Board approve the contract between the County of Inyo and Harshwal & Company from July 1, 2022 to June 30, 2024 for auditing services in an amount not to exceed \$22,000, contingent upon the approval of future budgets, and authorize Chairperson to sign.
29. **Health & Human Services - Health/Prevention** - Request Board: A) ratify and approve Amendment No. 1 to Agreement No. 20-10008 between the County of Inyo and California Department of Health Care Services, for the contract period of July 1, 2020 through June 30, 2023 for the maximum amount of the agreement reimbursement of \$600,000, for approved Medi-Cal Administrative Activities; and B) authorize the HHS Director to sign the Standard Agreement, California Civil Rights Laws Certification, Medi-Cal Disclosure Statement, and Contractor Certification Clause 307.

30. **Health & Human Services - Social Services** - Request Board approve the contract between the County of Inyo and the Regents of the University of California, on behalf of its Davis Campus University Extension, for training services in amount not to exceed \$118,575.00 for the period of July 1, 2022 through June 30, 2023, contingent upon the Board's adoption of a FY 2022/23 budget; and authorize the Chairperson to sign.
31. **Planning Department** - Request the Board approve Amendment No. 6 to the contract between County of Inyo and the Hydrodynamics Group (Hydrodynamics) to amend Section 2 – Term of the agreement to be July 1, 2016 through June 30, 2023, contingent upon the Board's adoption of the Fiscal Year 2022-2023 budget; and authorize the Chairperson to sign, contingent upon appropriate signatures being obtained.
32. **Planning Department** - Request the Board of Request Board approve the contract between Inyo Local Agency Formation Commission (LAFCo) and Inyo County for the provision of staff services in an amount not to exceed 19,313.46 for the period of July 1, 2022 through June 30, 2023, contingent upon the Board's approval of the Fiscal Year 2022-2023 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
33. **Probation** - Request Board approve reimbursement using AB109 monies to Bishop Police Department in the amount of \$42,189.91 for the purchase of in-car Mobile Data Computers (MDC).
34. **Public Works** - Request Board: A) approve Resolution No. 2022-18, titled, "Resolution of the Board of Supervisors, County of Inyo, State of California, Annual Certification of the 2021 Maintained Mileage Log," and authorize the Chairperson to sign; and B) authorize the Department of Public Works to file the Resolution with the District 9 Office of the State of California Department of Transportation.
35. **Public Works** - Request Board:  
A) Accept and approve the Letter of Non-Objection for the Construction of Walker Creek Bridge Over the Los Angeles Aqueduct Right-of-Way, and authorize the Public Works Director to sign; and  
B) Accept and approve the Letter of Non-Objection for the Construction of Carroll Creek Bridge Over the Los Angeles Aqueduct Right-of-Way, and authorize the Public Works Director to sign.
36. **Public Works** - Request Board: A) approve the contract between the County of Inyo and Bishop Building Maintenance Janitorial Services & Carpet Cleaning of Bishop, CA for the provision of County Floor Cleaning Services in an amount not to exceed \$137,323.53, or \$45,774.51 annually, for the period of July 1, 2022 through June 30, 2025, contingent upon the Board's approval of future budgets; and B) authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
37. **Public Works** - Request Board approve the contract between the County of Inyo and Owens Valley Pest of Bishop, CA for the provision of Insect and Pest Control Services for the period of July 1, 2022 through June 30, 2025 in the amount not to exceed \$46,800.00, contingent upon the Boards' adoption of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
38. **Public Works - Recycling & Waste Management** - Request Board approve the contract between the County of Inyo and Chuck Stewart of Olancha, CA for the provision of maintenance of the Olancha Transfer Station in an amount not to exceed

\$16,776 for the period of July 1, 2022 through June 30, 2025, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

39. **Sheriff** - Request Board: A) declare Proforce Law Enforcement of (Prescott, AZ) the successful bidder for sixty (60) Glock service pistols per Bid No. 2022-01 Glocks; and B) authorize the purchase of Sixty (60) Glock Duty Pistols from Proforce Law Enforcement of (Prescott, AZ) in an amount not to exceed \$27,716.00.

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

40. **Board of Supervisors** - Request Board approve the letter supporting the reappointment of Fifth District Supervisor Matt Kingsley to the Bureau of Land Management Central California Resource Advisory Council, and authorize the Chairperson to sign.
41. **District Attorney** - Introduce, read title, and waive further reading of proposed ordinance titled, "An Ordinance of the Inyo County Board of Supervisors Adopting the Inyo County District Attorney Policy Regarding Military Equipment Pursuant to AB 481," and set enactment for Tuesday, June 14 in the Board of Supervisors Chambers, Independence.
42. **Health & Human Services - Health/Prevention** - Request Board change the Authorized Strength in the Health and Human Services Department by deleting one (1) Limited-Term Prevention Specialist I-III and adding one (1) full-time Prevention Specialist I-III, Range 60-66 (\$3,908 - \$5,464).
43. **County Administrator - Information Services** - Request Board hear an update from Information Services Director Scott Armstrong on Inyo County's Broadband Task Force activities to date.
44. **Clerk of the Board** - Request Board approve the minutes of the regular Board of Supervisors meeting of May 17, 2022.

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

Changed to:  
10:30 A.M.

45. **Agricultural Commissioner - Cannabis** - Request Board: A) conduct a public hearing on the consideration of county commercial cannabis business licenses for cultivation classification licenses in cannabis zones 4 and 5G; B) conditionally approve those applications that exceeded the 80% minimum scoring threshold as set forth in Inyo County Code section 5.40.090(H) and authorize issuance of licenses contingent on the application paying the fees established by your board as well as payment of all other required fees and taxes; and C) deny those applications that failed to meet the 80% minimum scoring requirement and authorize final letters of rejection.

Changed to:  
10:30 A.M.

46. **County Administrator** - Request Board receive presentation on housing and development related activities.

1 P.M.

47. **Planning Department** - Receive a presentation from staff on an updated status of short-term rentals in Inyo County; discuss possible changes to the short-term rental ordinance; and, provide direction to staff.

**CORRESPONDENCE - ACTION**

48. **Northern Inyo Healthcare District** - Request to consolidate the Healthcare District election of directors with the Statewide General Election to be held on November 8, 2022, pursuant to NIHD Resolution No. 22-09.

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

49. ***PUBLIC COMMENT*** (*Comments may be time-limited*)

**BOARD MEMBERS AND STAFF REPORTS**

**CORRESPONDENCE - INFORMATIONAL**

50. **California Fish & Game Commission** - Agenda for the June 15-16, 2022 Fish & Game Commission meeting, to be held in-person and via webinar.



C O U N T Y O F

# Inyo

## Proclamation

### HONORING THE HEROISM OF JASON MORGAN AND EVERETT HOLLAND

**WHEREAS**, tragedy can strike at any moment, without warning; and

**WHEREAS**, tragedy can oftentimes be averted thanks to the quick and brave actions of our fellow citizens; and

**WHEREAS**, this was exactly the case on Sunday, May 15, when Jason Morgan, a 14-year Los Angeles Department of Water employee and seven-year member of the Big Pine Volunteer Fire Department, and local citizen Everett Holland aided in saving several people from drowning in Klondike Lake; and

**WHEREAS**, the Big Pine Volunteer Fire Department was dispatched to the lake at 1:48 p.m. to a report of six people and a dog who were possibly drowning; and

**WHEREAS**, it was discovered that an individual suffered a medical emergency and fell out of her kayak and that two companions overturned their kayak trying to rescue her; and

**WHEREAS**, two paddleboarders also attempted to help, as did a bystander who swam to their aid from shore; and

**WHEREAS**, none of the six individuals were wearing flotation devices, and now one other individual was experiencing a medical emergency, Big Pine Fire Chief Damon Carrington launched a rescue effort and search for additional resources; and

**WHEREAS**, LADWP sent a boat from Bishop, which would take 15 minutes to arrive; and

**WHEREAS**, Fire Captain Morgan was listening to radio traffic and knew that time was of the essence, he hauled his personal boat to the lake from the community of Big Pine – saving precious minutes in the rescue effort; and

**WHEREAS**, Captain Morgan's quick thinking and decisive action saved the lives of everyone involved, including the two individuals suffering medical injuries who would have died if rescuers had to wait an additional 10 minutes for the boat from Bishop; and

**WHEREAS**, a Big Pine resident also leaped into action, following Captain Morgan to the lake, helping him launch the boat, and jumping in to help;

**WHEREAS**, this individual, Everett Holland, dove into the water to secure a life vest on the victim who was having seizures, and then maneuvered both victims into the boat; and

**WHEREAS**, first responders agree that the outcome of May 15 would have been tragic were it not for the actions of Captain Morgan and Mr. Holland.

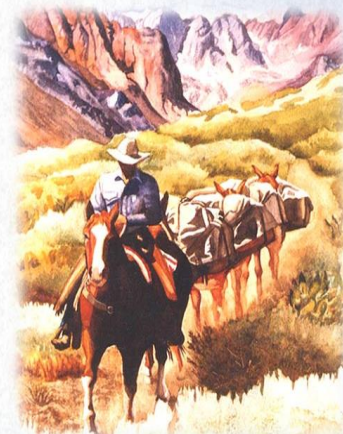
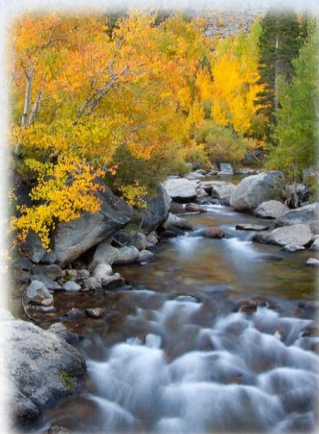
**NOW, THEREFOR BE IT PROCLAIMED**, the Inyo County Board of Supervisors recognizes, with respect and gratitude, the heroic actions and selfless courage of Captain Jason Morgan and Everett Holland in the act of saving the lives of several individuals in danger of drowning, which they did without hesitation and with their own welfare at risk.

**APPROVED AND PROCLAIMED** this 7<sup>th</sup> day of June 2022.



*Dan Totheroh*

Chairperson Dan Totheroh







# County of Inyo

## Auditor-Controller

### CONSENT - ACTION REQUIRED

**MEETING:** June 7, 2022

**FROM:** Amy Shepherd

**SUBJECT:** Amendment #3 to Contract between the County of Inyo and CentralSquare

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**RECOMMENDED ACTION:**

Request Board approve Amendment No. 3 to the contract between the County of Inyo and CentralSquare (formally known as Superior LLC and SunGard Public Sector) to increase the contract amount by \$87,360.00, contingent upon the adoption of future budgets; and authorize the Auditor-Controller to sign.

**SUMMARY/JUSTIFICATION:**

The County currently uses CentralSquare's ONESolution (formally known as Superior LLC and SunGard Public Sector) for its Accounting, Purchasing, Personnel, and Payroll functions to track and manage all of the County's financial data. Periodically, software vendors require a major upgrade to keep the software relevant and maintain supportability. The County's last major upgrade was in July 2017. Since then, Central Square has put out a new version of ONESolution called Financial Enterprise, version 21.x. An upgrade will provide additional support and reduce the risk of system failures by having the most up-to-date software support and technical services.

Financial Enterprise offers the opportunity for the County to take advantage of a new module Employee Online, which is a web-based reporting program that will provide County employees instant and easy access to their employment records. Key features include access to paystubs, pay history, and W2 reports. The interactive nature of Employee Online enables end-users to have better access to, and greater input into, their employment records. In addition to Employee Online, Financial Enterprise also provides technological advances of our current reporting system by allowing users to easily create customized reports and dashboards transforming the mass of data into crisp visualizations and reports for better decision making.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to approve this amendment to the contract. The project team does not recommend the alternative because the County will lose more support and our current financial system and be at risk for failure in processing major functions like payroll and mandatory reporting.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

The funding for this amendment is budgeted in the IFAS UPGRADE budget (011806) and will be requested in the Fiscal Year 2022-2023 Department Requested Budget. The majority of the project expenses will not be incurred until the Fiscal Year 2022-2023.

**ATTACHMENTS:**

1. Inyo County, CA Sales Order 5.5.22
2. Original Agreement
3. Amendment 1
4. Amendment 2

**APPROVALS:**

Amy Shepherd	Created/Initiated - 5/10/2022
Darcy Ellis	Approved - 5/11/2022
Scott Armstrong	Approved - 5/11/2022
Keri Oney	Approved - 5/11/2022
John Vallejo	Approved - 5/11/2022
Amy Shepherd	Final Approval - 5/11/2022



SALES ORDER
PURSUANT TO EXISTING AGREEMENT

Order Number: [\_\_\_\_\_]

This Sales Order is intended as a binding Agreement between Inyo County, CA and Superior, LLC, successor in interest to Sunguard Bi-Tech, LLC (a CentralSquare company) and shall be effective as of the date of the last signature herein.

Quote Number: Q-92405 is attached hereto as Exhibit "A". The Quote contains a description of all products and services sold pursuant to this Sales Order. The Quote is hereby incorporated by reference as a term of this Sales Order.

Payment Terms.

- Software fees are due upon execution.
Service fees are due as incurred on a time and material basis.

Other Terms.

Terms and Conditions for On-Prem Subscriptions are applicable to this Sales Order (Exhibit "B").

Master Agreement. This Sales Order shall be governed by the terms and conditions of the existing Agreement between the parties, more specifically described as: Software License Agreement dated December 18, 2006 (the "Master Agreement"). NO OTHER TERMS OR CONDITIONS OF THE MASTER AGREEMENT ARE NEGATED OR CHANGED AS A RESULT OF THIS DOCUMENT.

Purchase Order. Customer may provide CentralSquare with a valid purchase order, upon execution of this Sales Order. Notwithstanding anything to the contrary herein, purchase orders are to be used solely for Customer's accounting purposes and any terms and conditions contained therein shall be deemed null and void with respect to the parties' relationship and this Sales Order. Any such purchase order provided to CentralSquare shall in no way relieve Customer of any obligation entered into pursuant to this Sales Order including, but not limited to, its obligation to pay CentralSquare in a timely fashion.

Acceptance of Order Terms. By signing this Sales Order below, Customer represents and warrants that: (a) it has read and understands the Master Agreement and Quote that are incorporated by reference into this Sales Order and agrees to be bound by the terms thereof, and (b) it has full power and authority to accept this Sales Order.

Table with 2 columns: Superior, LLC ("a CentralSquare company") and Inyo County, CA ("Customer"). Rows include address, By, Print Name, Print Title, and Date Signed.

**Exhibit A**  
(Attached)

**Quote #:** Q-92405**Primary Quoted Solution:** Finance Enterprise**Quote expires on:** June 27, 2022**Quote prepared for:**

Kortni Girardin

Inyo County

P.O. Box 477

Independence, CA 93526

(760) 878-0398

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at [www.centralsquare.com](http://www.centralsquare.com).

## WHAT SOFTWARE IS INCLUDED?

### ANALYTICS

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
1.	AnalyticsNOW On-Premise Annual Subscription Fee	1	7,500.00	7,500.00
<b>Analytics Software Total</b>				<b>7,500.00 USD</b>

### EMPLOYEE ONLINE

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
2.	ONESolution Employee Online License Fee	1	8,400.00	8,400.00
<b>Employee Online Software Total</b>				<b>8,400.00 USD</b>

### SOFTWARE SUMMARY

**Software Total 15,900.00 USD**

## WHAT SERVICES ARE INCLUDED?

### ANALYTICS

	DESCRIPTION	TOTAL
1.	Public Administration Consulting Services - As Incurred	7,200.00
2.	Public Administration Development Services - As Incurred	14,400.00
3.	Public Administration Project Management Services - As Incurred	5,580.00

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4. Public Administration Technical Services - As Incurred	4,320.00
5. Public Administration Training Services - As Incurred	2,160.00

**Analytics Services Total** 33,660.00 USD

### EMPLOYEE ONLINE

DESCRIPTION	TOTAL
6. Public Administration Consulting Services - As Incurred	11,520.00
7. Public Administration Project Management Services - As Incurred	2,700.00
8. Public Administration Technical Services - As Incurred	720.00
9. Public Administration Training Services - As Incurred	1,440.00

**Employee Online Services Total** 16,380.00 USD

### UPGRADE TO FINANCE ENTERPRISE

DESCRIPTION	TOTAL
10. Public Administration Consulting Services - As Incurred	7,200.00
11. Public Administration Project Management Services - As Incurred	3,600.00
12. Public Administration Technical Services - As Incurred	4,320.00
13. Public Administration Training Services - As Incurred	6,300.00

**Upgrade to Finance Enterprise Services Total** 21,420.00 USD

### SERVICES SUMMARY

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**Services Total** 71,460.00 USD

### QUOTE SUMMARY

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**Software Subtotal**  
15,900.00 USD

**Services Subtotal**

71,460.00 USD

**Quote Subtotal**

87,360.00 USD

**Quote Total****87,360.00 USD**

## WHAT ARE THE RECURRING FEES?

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TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	1,680.00
FIRST YEAR SUBSCRIPTION TOTAL	7,500.00

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance. Renewal invoices will include this total plus any applicable uplift amount as outlined in the relevant purchase agreement.

This Quote is not intended to constitute a binding agreement. The terms herein shall only be effective once incorporated into a definitive written agreement with CentralSquare Technologies (including its subsidiaries) containing other customary commercial terms and signed by authorized representatives of both parties.

## BILLING INFORMATION

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Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a

Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

## **PURCHASE ORDER INFORMATION**

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Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [ ] No [ ]

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number: \_\_\_\_\_

Initials: \_\_\_\_\_



## EXHIBIT 2

### Terms and Conditions for On-Prem Subscriptions

BY INDICATING YOUR ACCEPTANCE, OR BY USING THE SOFTWARE, YOU ACCEPT THE TERMS AND CONDITIONS AS STATED HEREIN.

1. **Subscription Access.** Customer is purchasing subscription priced software under this Sales Order. So long as Client has paid the annual subscription fees and is current at all times with the subscription fees as stated herein, CentralSquare grants to Client a limited non-exclusive, non-transferable access to use the subscription software granted in this Sales Order. Client understands and acknowledges no ownership or any form of intellectual property rights transfer under the terms of this Sales Order.

Annual subscription fees are invoiced upon execution and shall be invoiced on an annual basis thereafter, subject to increase at 5% year over year. If customer terminates this Sales Order in accordance with the termination for convenience provision below, customer shall be entitled to a pro-rata refund of the annual subscription fee, calculated by the remaining months in the applicable annual subscription.

2. **Termination for Convenience.** This Sales Order may be terminated without cause by either party by providing written notice to the other party thirty (30) days prior to the date of termination.
3. **Termination of Access Rights.** Upon termination of this Sales Order, (i) all rights granted herein shall terminate immediately and automatically upon the effective date of such termination; (ii) Customer's right to the accessed software granted herein shall terminate; and (iii) Customer will cease using such software and at CentralSquare's direction return or destroy the software and any supplemental confidential information or documentation.
4. **Right to Audit.** Customer shall maintain for a reasonable period, but in no event less than three (3) years after expiration or termination of this Sales Order, the systems, books and records necessary to accurately reflect compliance with software access and the use thereof under this Sales Order. Upon request, Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Customer's premises (or remote access as the case may be) during normal business hours to audit such systems, books, and records for the purpose of verifying Customer's use of the Software to monitor compliance with this Sales Order no more than once per year. If an audit reveals that Customer has exceeded the restrictions on use or non-compliance with this Sales Order, Customer shall be responsible for the reimbursement of all costs related to the audit and prompt payment by Customer to CentralSquare of any underpayment.

*In the Rooms of the Board of Supervisors*

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisor of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 12<sup>th</sup> day of *DECEMBER, 2006* an order was duly made and entered as follows:

CAO-Info Serv./  
SunGard-BiTech  
Agreement

The County Administrator provided additional information and further justification for the contract with SunGard-BiTech. He explained that the Financial Oversight Committee had met, yesterday, and voted to support approval of this Contract. He also noted that this Contract is a planned expenditure for the Network Project and that the County is receiving a discount for approving the Contract prior to the end of the year, because SunGard wanted to book the sale in this calendar year. Moved by Supervisor Cervantes and seconded by Supervisor Arcularius to approve the Agreement between the County of Inyo and SunGard-BiTech LLC for proprietary software license and fees, professional services, third party software and licenses, third party services, computer hardware and first year support and maintenance fees in an amount not to exceed \$478,500 plus applicable taxes and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 12<sup>TH</sup>

Days of DECEMBER 2006



RONALD JULIFF  
Clerk of the Board of Supervisors

By

*Patricia Gunsolley*  
Patricia Gunsolley, Assistant

Routing
CC _____
Purchasing _____
Personnel _____
Auditor _____
CAO _____
Other Info Serv. _____
DATE: December 20, 2006



**AGENDA REQUEST FORM  
BOARD OF SUPERVISORS  
COUNTY OF INYO**

For Clerk's Use  
Only:  
AGENDA NUMBER

19

- Consent    Departmental    Correspondence Action    Public Hearing  
 Scheduled Time for    Closed Session    Informational

FROM: Financial System Oversight Committee

FOR THE BOARD MEETING OF: **December 12, 2006**

SUBJECT: Agreement between SunGard-BiTech LLC and the County of Inyo for Software, Software Licenses, Computer Hardware, Annual Support and Maintenance (Financial Information System)

**DEPARTMENTAL RECOMMENDATION:**

A) Recommend your Board approve an Agreement between SunGard-BiTech LLC and the County of Inyo for proprietary software license and fees, professional services, third party software and licenses, third party services, computer hardware and first year support and maintenance fees in an amount not to exceed \$478,500 (plus applicable taxes) and B) Authorize the Chairperson to sign contingent upon obtaining the appropriate signatures.

**SUMMARY DISCUSSION:**

At the Board of Supervisors meeting of February 1, 2005 your board approved the County of Inyo Financial Information System Project. At the April 12, 2005 meeting your board approved project funding. A Request for Proposal was developed in the spring and summer of 2005 and responses were received in the fall of 2005. Four responses were received and, after review, two vendors were invited to demonstrate their proposed solution on-site in Independence in December of 2005. Based on the evaluation of the solutions by over 30 County employees who attended the demonstrations, the County selected the solution proposed by SunGard-BiTech.

Contract negotiations began in February 2006 and in December 2006 an Agreement deemed acceptable to the County and SunGard-BiTech was reached. The Agreement is broad in scope covering not only the initial software license agreement and hardware acquisition but also annual support and maintenance.

**ALTERNATIVES:**


Your Board could choose not to approve the Agreement or request that the Agreement be brought back after signatures have been obtained. It is strongly recommended that your Board approve the Agreement; the process that has brought the County to this point in the Financial Information System project has been very open and supported by your Board. It would be unrealistic to believe the County could identify and negotiate with a different software provider before the collapse of the present financial system. Your Board is encouraged to approve this Agreement contingent on signatures being obtained due to the timing of this item. The vendor has offered a \$5,000.00 incentive (reduction in license fees) if the Agreement can be executed prior to December 24, 2006, due to the Board's schedule and off-site commitments of some signatories, some signatures could not be obtained before bringing this item to the Board while maintaining any hope of executing the Agreement prior to December 24, 2006.

**OTHER AGENCY INVOLVEMENT:**

The Financial System project will substantially impact every County functional group. County Counsel was instrumental in the County's effort to negotiate the Agreement.

**FINANCING:**

The Financial Information System Project is being funded from proceeds from the loan secured to fund the Financial Information System project and Network Project. Full funding is available in the FY2005-06 011805 Board approved budget.

<b>APPROVALS</b>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>YES</u> Date <u>12-5-06</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: _____ Date _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) <u>N/A</u> Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**  
(Not to be signed until all approvals are received)

 Approved: \_\_\_\_\_ Date: 12/5/6

**SOFTWARE LICENSE AGREEMENT**

BETWEEN

SunGard Bi-Tech LLC  
a Delaware Corporation  
with Headquarters at:  
890 Fortress Street  
Chico, CA 95973


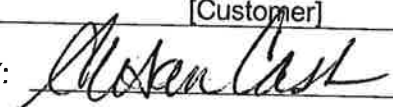
("SunGard")

AND

County of Inyo  
168 North Edwards Street  
Independence, CA 93526

("Customer")

By the signatures of their duly authorized representatives below, SunGard and Customer, intending to be legally bound, agree to all of the provisions of this Agreement and all Schedules, Appendices, Exhibits, and/or Addenda to this Agreement.

BY: <u></u> [SunGard]	BY: <u></u> [Customer]
PRINT NAME: <u>Aaron Johnson</u>	PRINT NAME: <u>Susan Cash</u>
PRINT TITLE: <u>President</u>	PRINT TITLE: <u>Chairperson</u>
DATE SIGNED: <u>12-13-06</u>	DATE SIGNED: <u>12/18/06</u>

Leslie L. Chapman 12/15/06  
AUDITOR - CONTROLLED  
Riddle 12-18-06  
ASST. COUNTY COUNSEL

CONFIDENTIAL

**SUNGARD® BI-TECH**

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DEFINITION OF TERMS

As used in this Agreement, the following terms have the following meanings:

1. **"Account"** means a single and unique combination of database and Software.
2. **"Amendment"** means a written document stating itself to be an amendment to this Agreement, which is properly executed by both parties to this Agreement.
3. **"Affiliate,"** whether capitalized or not, means, with respect to a specified Person, any Person which directly or indirectly controls, is controlled by, or is under common control with the specified person as of the date of this Agreement, for as long as such relationship remains in effect.
4. **"Confidential Information"** means all business information disclosed by one party to the other in connection with this Agreement unless it is or later becomes publicly available through no fault of the other party or it was or later is rightfully developed or obtained by the other party from independent sources free from any duty of confidentiality. Without limiting the generality of the foregoing, Confidential Information shall include Customer's data and shall include SunGard's Proprietary Items. Confidential Information shall include the terms of this Agreement, but not the fact that this Agreement has been signed, the identity of the parties hereto or the identity of the products licensed hereunder.
5. **"Concurrent User"** means the number of people using the Software (IFAS) as *Administrative Users* (e.g. data entry, report design, workflow design, processing, analysis, etc.) as part of their main job function at the busiest time of the year.  
  
The definition of Concurrent User specifically excludes *Self-Service Users* (users of Applicant Online, Time Online, Employee Online, Documents Online, Web Forms, CDD.net, Portal, Dashboard, etc.). Self-Service users may access the Software with no user limitation except that which may be imposed by supporting third party software.
6. **"Copy,"** whether capitalized or not, means any paper, disk, tape, film, memory device, or other material or object on or in which any words, object code, or other symbols are written, recorded or encoded, whether permanent or transitory.
7. **"Documentation"** means SunGard's standard user guides and manuals as delivered with the Software and Software Updates and on-line help, as updated and amended from time to time, provided by SunGard to assist Customer with the use of Software.
8. **"Execution Date"** means the latest date shown on the signature line of this Agreement.
9. **"Export Laws"** means all laws, administrative regulations, and executive orders of any Applicable Jurisdiction relating to the control of imports and exports of commodities and technical data, software and related property, use or remote use of software and related property, or registration of this Agreement, including the Export Administration Regulations of the U.S. Department of Commerce, and the International Traffic in Arms Regulations of the U.S. Department of State. "Applicable Jurisdiction" means the U.S.,

and any other jurisdiction where any Proprietary Items will be located or from where any Proprietary Items will be accessed under this Agreement.

10. **"Good Faith Dispute"** means a good faith dispute by Customer of certain amounts invoiced under this Agreement. A Good Faith Dispute will be deemed to exist only if (1) Customer has given written notice of the dispute to SunGard promptly after receiving the invoice and (2) the notice explains Customer's position in reasonable detail. A Good Faith Dispute will not exist as to an invoice in its entirety merely because certain amounts on the invoice have been disputed.
11. **"Including"** means including but not limited to.
12. **"Initial Installation or Initial Software Installation"** means the first instance of Software installation or Software loading onto the computer system from which it will operate.
13. **"Latest Software Update"** means those Software Updates which SunGard has made generally available to its Customers within the preceding twelve months.
14. **"New Product"** means a set of functionality available to be licensed to Customer (which is not included in a Software Update) by SunGard which was not previously licensed to Customer either because the functionality was not available or Customer chose not to license it.
15. **"Person,"** whether capitalized or not, means any individual, sole proprietorship, joint venture, partnership, corporation, company, firm, bank, association, cooperative, trust, estate, government, governmental agency, regulatory authority, or other entity of any nature.
16. **"Proprietary Items"** means, collectively, the Software and Documentation, the object code and the source code for the Software, the visual expressions, screen formats, report formats and other design features of the Software, all ideas, methods, algorithms, formulae and concepts used in developing and/or incorporated into the Software or Documentation, all future modifications, revisions, updates, refinements, improvements and enhancements of the Software or Documentation, all derivative works (as such term is used in the U.S. copyright laws) based upon any of the foregoing, and all copies of the foregoing.
17. **"Software"** means SunGard's proprietary application software identified in Appendix 1 of this Agreement, known as IFAS.
18. **"Software Update"** means general release version Software revisions and updates to the Software, which SunGard, in its sole discretion, incorporates into the Software as a Software Update per Appendix 4 – Application Software Maintenance and Support also referred to as "Annual Support".
19. **"Source Code"** means the human readable computer instructions that cause the Software to perform a task. Such computer instructions and data definitions are expressed in a form suitable for input to third party compilers.



1. **LIMITED LICENSE**

- 1.1 **Grant.** SunGard grants to Customer a personal, non-transferable, non-exclusive, perpetual license to use, in accordance with this Agreement, the Software identified on Appendix 1 and its related Documentation as the Software and Documentation may be revised and updated in accordance with this Agreement.
- 1.2 **Scope.** In consideration of Customer's payment of the associated fees as set forth in Appendix 3, Customer may use the Software and Documentation only in the ordinary course of its business operations and for its own business purposes, subject to the use restrictions as set forth in Section 8.3. Access to and use of the Software by Customer shall be limited to the Number of Concurrent Users stated on Appendix 1 and the limitations of this Section 1 (collectively, "Scope of Use"), subject to increase by Amendment(s) to such parameters. Customer may copy and use the Software for inactive back-up and disaster recovery purposes. Customer may copy the Documentation to the extent reasonably necessary for use of the Software under this Agreement.
- 1.3 **Source Code.** SunGard has placed Source Code in escrow with Iron Mountain Intellectual Property Management ("Iron Mountain", formerly "DSI Technology Escrow Services Inc." or "DSI") and will update same annually. Source Code shall remain sealed in escrow except that Iron Mountain may release the Source Code to Preferred Beneficiaries as provided in the Master Preferred Escrow Agreement. Customer may at its option be a Preferred Beneficiary by signing Iron Mountain's Preferred Beneficiary Acceptance Form and paying Iron Mountain approximately \$700 per year (which amount is determined by Iron Mountain and is subject to change).

2. **SOFTWARE INSTALLATION AND PROFESSIONAL SERVICE TERMS**

- 2.1 **Initial Software Installation.** SunGard shall deliver, F.O.B. SunGard's offices, to Customer the initial Copies of the Software and Documentation stated on Appendix 1. The date of such delivery shall be referred to as the "Delivery Date." SunGard shall install the Software as indicated in Appendix 5. Customer may at its option install Software independent of SunGard.
- 2.2 **Professional Services and Annual Support.** SunGard shall provide to Customer, Professional Services as set forth in Appendix 5, and Annual Support Services as set forth in Appendix 4 for the charges listed on Appendix 1 and section 6.2 hereof. In accordance with Section 2.3, SunGard shall provide to Customer additional Professional Services reasonably requested by Customer.
- 2.3 **Additional Professional Services.** At Customer's reasonable request and subject to the availability of SunGard's personnel, SunGard shall provide to Customer additional installation services, additional training, consulting services, custom modification programming, support services relating to custom modifications, assistance with data transfers, system restarts and reinstallations and other specialized support services. Such services will be offered at SunGard's then prevailing service rates. Custom programming services are provided in accordance with the terms and conditions as defined in Appendix 5.

3. **HARDWARE AND HARDWARE INSTALLATION AND SUPPORT**

**3.1 Hardware Prices.** SunGard hereby agrees to sell to Customer and Customer agrees to purchase the Hardware identified in Appendix 2 ("Hardware") for the prices as set forth on Appendix 2.

**3.2 Hardware Installation Services**

**3.2.1** SunGard shall use its standard system assurance programs to individually test each unit of the Hardware according to the manufacturer's specifications, and when practical, integrate each unit for a total system test prior to shipment and installation at the Initial Installation Location.

**3.2.3** For Hardware listed on Appendix 2, SunGard or its designee shall perform the installation services, for the fees stated on Appendix 2. Hardware installation shall be completed on a mutually agreed date, subject to the obligations of Customer to provide the operational environment for the Hardware as provided below under "Customer Responsibilities".

**3.2.4** SunGard will provide the Customer with any manufacturer-provided reference documentation for operation of the Hardware by Customer's trained personnel.

**3.3 Customer Responsibilities Related to Hardware**

**3.3.1** The Customer acknowledges a need for and agrees to provide, at its cost, a suitable operating environment, appropriate power supplies and adequate workspace for the Hardware to be maintained in accordance with SunGard's recommendations. The Customer further acknowledges and agrees to provide access to Customer's hardware system(s) and/or operational system software where necessary for SunGard to provide its services hereunder. The Customer further acknowledges its responsibility to provide adequately trained personnel, adequate hardware and system software backups

**3.3.2** The Customer is responsible for the cost of all cabling, phone hardware, services and facilities needed to attach servers, workstations, video terminals, terminal printers and the like to the Hardware. This includes installing the cables and the labor or installation fees associated with the preparation of terminal locations.

**3.3.3** The Customer shall provide SunGard or its designee full and free access to the Hardware to provide the installation services.

**3.3.4** The Customer shall pay all costs of transportation and in-transit insurance for the Hardware to its facilities and all other related costs that may include special rigging, storage, packaging and similar charges. SunGard shall not be responsible for any loss or damage to the Hardware caused by the fault or negligence of Customer or its agents or employees, by non-SunGard alterations or servicing, by common carriers, force majeure, fire or other casualty.

**3.4 Hardware Warranty.** SunGard warrants that the Hardware will be installed in good working order ready for use according to the manufacturer's published specifications. SunGard will assign to Customer all manufacturer's warranties

related to the Hardware. SunGard makes no expressed or implied warranties with regard to the Hardware. ALL WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED.

### 3.5 Other Terms Applicable to Hardware Sales

- 3.5.1 SunGard's installation personnel shall remain on Customer's site not more than one day in the event of Customer's failure to fulfill its site preparation obligations. Return trips, if necessary, shall be invoiced to Customer at SunGard's then prevailing service rates, plus expenses.

## 4. SUNGARD'S OTHER OBLIGATIONS

- 4.1 **Ongoing Annual Support.** Beginning on the Execution Date, SunGard shall provide Software maintenance and support services "Annual Support" to Customer throughout the Initial Annual Support Term as provided in Appendix 4. In addition, Customer may renew Annual Support from year to year as provided in section 6.2 hereof.
- 4.2 **Optional Products.** Beginning upon the Execution Date of this Agreement, SunGard shall offer to Customer the opportunity to license New Products at SunGard's then prevailing fees.

## 5. CUSTOMER'S OTHER OBLIGATIONS

- 5.1 **Procurement of Hardware and Other Third Party Items.** Customer shall be responsible, at its expense, for procuring and maintaining the computer hardware, systems software and other third party software, data feeds, telecommunications, networks, peripherals and other items and services (collectively referred to as "Third Party Products"). Customer shall contract for and maintain appropriate agreements for the use and maintenance of Third Party Products during the term of this Agreement. If Customer is authorized by SunGard to use the Software in an Internet environment, Customer shall be solely responsible for all aspects of Internet use, including any Third Party Products, and the installation and maintenance of its home page on the Internet. SunGard is an authorized reseller for the third party software listed on Appendix 1; however the third party software listed is licensed and supported directly by its respective developer. While this Agreement includes the third party licenses listed on Appendix 1, the Customer's actual use of Software may dictate greater or fewer authorized third party licenses than are provided in the Agreement. Customer is aware that third party software developers may define a "user" differently than that definition for Software provided herein. OpenLink and Micro Focus support will be billed to Customer directly from SunGard in future years and Customer agrees to purchase all other Third Party Software support separately in future years and maintain current versions of Third Party Software. Furthermore, when required by the Third Party Software vendor, Customer agrees to sign a license agreement directly with the Third Party Software vendor. If any Self-Service features of the Software are to be deployed, it is the Customer's option to purchase Internet encryption separately. Third party software provided hereunder may be used only in conjunction with SunGard Bi-Tech's application Software, except as otherwise provided in the license agreements of the respective third party software providers.

**5.2 Data Security.** If the Software or data maintained by the Software is accessible through the Internet or other networked environment, Customer shall maintain, in connection with the Software, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication and non-repudiation and virus detection and eradication. To the extent that Customer's Affiliates or Customers have access to the Software through the Internet or other networked environment, Customer shall maintain agreements with such end-users that adequately protect the confidentiality and intellectual property rights of SunGard in the Software and Documentation, and disclaim any liability or responsibility of SunGard with respect to such end-users.

**5.3 Access to Facilities and Employees.** Customer shall provide to SunGard access to the Customer's facilities, hardware and employees, and shall otherwise cooperate with SunGard, as reasonably necessary for SunGard to perform its installation, training, support and other obligations under this Agreement. Customer shall devote all hardware, facilities, personnel and other resources reasonably necessary to (a) install the Software, (b) be trained in the use of the Software and (c) begin using the Software in production on a timely basis as contemplated by this Agreement.

**5.4 Remote Access.** Customer shall permit SunGard, at SunGard's option, to remotely access, per the method described in Appendix 4, the Software for the purpose of providing maintenance and support services to Customer under Section 4.1 and otherwise implementing the purposes of this Agreement.

**5.5 Notices and Certifications.** Customer shall give written notice to SunGard whenever Customer intends to increase the Scope of Use. Customer shall promptly complete and return to SunGard periodic certifications which SunGard, in its sole discretion, may from time to time send to Customer, certifying the then current Scope of Use of the Software and that Customer has complied and is then in compliance with the provisions of this Agreement.

**5.6 Customer Operation of Software.** Customer shall be exclusively responsible for the supervision, management, operation and control of its use of the Software, including but not limited to: (1) establishing adequate backup plans in the event of computer or Software malfunction or disaster, (2) implementing sufficient procedures and checkpoints to satisfy Customer's requirements for security and accuracy of input and output data as well as restart and recovery in the event of malfunction or disaster, (3) informed use of output data insofar as technical expertise or professional judgment is required, (4) security, maintenance and distribution of system passwords, and (5) other responsibilities as defined in Appendix 5.

## 6. PAYMENTS

**6.1 License Fee.** Customer shall pay to SunGard the Software license fee in the amount stated on Appendix 1, in accordance with the payment schedule stated on Appendix 3.

**6.2 Annual Maintenance and Support Fees (Annual Support).** Customer shall pay Annual Support fees as set forth on Appendix 1, and Appendix 3. Annual Support shall be automatically renewed on each anniversary date of this Agreement unless Customer provides SunGard with thirty (30) days written notice prior to each annual anniversary date of its intent to terminate Annual

Support. Annual Support may be terminated without terminating this License Agreement.

SunGard reserves the right to increase Annual Support upon each renewal by an amount equal to the change in the Consumer Price Index (CPI-W for Selected Areas, West Urban, all items) published by the U.S. Bureau of Labor Statistics, over the prior year, plus two percent (2%).

In the event that SunGard desires to terminate Annual Support to Customer, SunGard shall provide Customer with one hundred eighty (180) days prior written notice of its intent.

**6.2.1** Customer believes that sufficient funds can be obtained to pay all Annual Support amounts due SunGard under this Agreement and hereby covenants and agrees that it will do all things lawfully within its power to obtain, maintain and properly request and pursue funds from which payments hereunder may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using its best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. It is Customer's intent to make all payments due under this Agreement if funds are legally available therefor and in that regard Customer represents and warrants to SunGard that the Annual Support important to its proper, efficient and economic operation. If, despite Customer's efforts, sufficient funds are not appropriated and budgeted or are otherwise legally unavailable by any means whatsoever in any fiscal period for Annual Support payments due under this Agreement, then Customer will immediately notify SunGard of such occurrence and SunGard may notify Customer that Annual Support will expire effective on the last day of the fiscal period for which appropriations were received. Notwithstanding the foregoing, Customer agrees that the provisions of this Section 6.2.1 will not apply if any funds are appropriated to it, or by it, for the acquisition, retention or operation of software or other services similar to the Annual Support, and that it will not during the term of this Agreement give priority in the application of funds to any other similar software or services. Further, nothing in this Section 6.2.1 will be construed so as to permit Customer to effect a premature expiration of the Annual Support in order to acquire any other software or similar services.

**6.3 Service Fees.** Customer shall pay to SunGard the service fees stated on Appendix 3 for all services specified in this Agreement. In the event that requested services are not specified in this Agreement, then the fees for such services shall be based upon SunGard's standard professional fee rates in effect at the time of the request.

**6.4 Expense Reimbursements.** Whenever any services are provided by SunGard at a Customer location or any other location requested by Customer other than one of SunGard's locations, Customer shall reimburse SunGard for reasonable travel (including travel from origination points other than SunGard's headquarters location), lodging, meal and related expenses incurred by SunGard personnel in providing such services. Airfares shall be coach or economy. Meal reimbursement for consulting or training or travel days will be at the per diem rate for Customer's area as set by the IRS. Ground transportation may include rental cars (intermediate or economy), bus, taxi/shuttle (including tips) and/or

personal car mileage (at current IRS rate). Lodging arrangements will be made with safety, cost, proximity to the Customer, and reputation of the facility in mind. Items of a personal nature will not be charged to the Customer.

The parties understand that the implementation plan assumes approximately four (4) days of Customer training/consulting per trip and no weekend stays.

The Customer will be provided with a copy of the Traveler's expense report; however copies of receipts will not be provided without an additional handling charge.

Customer shall also reimburse SunGard for freight costs (including in-transit insurance, if necessary) associated with the delivery of Software, Hardware, or Third Party Software provided under this Agreement.

**6.5 Taxes.** The fees and other amounts payable by Customer to SunGard under this Agreement do not include any taxes of any jurisdiction that may be assessed or imposed upon the copies of the Software and Documentation delivered to Customer, the license granted under this Agreement or the services provided under this Agreement, or otherwise assessed or imposed in connection with the transactions contemplated by this Agreement, including sales, use, excise, value added, personal property, export, import and withholding taxes, excluding only taxes based upon SunGard's net income. Customer shall directly pay any such taxes assessed against it, and Customer shall promptly reimburse SunGard for any such taxes payable or collectable by SunGard. If Customer has provided SunGard with proof of its tax exempt status, then, in the event that Customer's tax exempt status should become altered in any way throughout the term of this Agreement, Customer shall be obligated to notify SunGard immediately of any such modification of tax exempt status and Customer shall become liable for all taxes as set forth above. In the event Customer fails to notify SunGard of any such change, and penalties occur as a result of Customer's failure to notify SunGard in a timely manner, Customer shall be liable for payment of any penalties assessed against SunGard or Customer as a result thereof.

**6.6 Payment Terms.** Software license fees and Third Party Product fees (if any) shall be invoiced by SunGard per the payment schedule in Appendix 3. Annual Support fees for Software shall be invoiced by SunGard annually in advance and all other fees and all expense reimbursements shall be invoiced by SunGard as and when incurred. (For third party billing see 5.1.) All invoices shall be sent to Customer's address for invoices as designated by Customer or, if not designated, then the address printed on this Agreement. Payments may be made by check to the SunGard address listed on the invoice. Customer's payments shall be past due thirty (30) days after receipt of invoice. Interest at the rate of eighteen percent (18%) per annum (or, if lower, the maximum rate permitted by applicable law) shall accrue on any amount not paid by Customer to SunGard when due under this Agreement, and shall be payable by Customer to SunGard on demand.

Except as provided in Section 7.2.3, all fees and other amounts paid by Customer under this Agreement are non-refundable, including any fees paid for Third Party Products.

**6.7 Currency.** All dollar amounts referred to in this Agreement are in United States Dollars.

7. **WARRANTIES AND LIMITATIONS**

7.1 **Performance.** SunGard warrants to Customer that the Software, as and when delivered to Customer by SunGard and when properly used for the purpose and in the manner specifically authorized by this Agreement, will perform as described in the Documentation and in Appendix 7 attached hereto in all material respects. SunGard's only obligation under this warranty is to correct any failure to so perform in accordance with SunGard's obligations under the maintenance and support provisions of this Agreement. This warranty shall terminate one year after the Execution Date.

7.2 **Right to License; No Infringement.** SunGard warrants to Customer that it has the full legal right to grant to Customer the license granted under this Agreement, and that the Software and Documentation, as and when delivered to Customer by SunGard and when properly used for the purpose and in the manner specifically authorized by this Agreement, do not infringe upon any United States patent, copyright, trade secret or other proprietary right of any Person. SunGard shall defend and indemnify Customer against any third party claim to the extent attributable to a violation of the foregoing warranty. SunGard shall have no obligation under this Section 7.2 unless Customer promptly gives written notice to SunGard after any applicable infringement claim is initiated against Customer and allows SunGard to have sole control of the defense or settlement of the claim. The remedies provided in this Section 7.2 are the sole remedies for a breach of the warranty contained in this Section 7.2. If any applicable infringement claim is initiated, or in SunGard's sole opinion is likely to be initiated, then SunGard shall have the option, at its expense, to:

7.2.1 modify or replace all or the infringing part of the Software or Documentation so that it is no longer infringing, provided that the Software functionality does not change in any material adverse respect; or

7.2.2 procure for Customer the right to continue using the infringing part of the Software or Documentation; or

7.2.3 remove all or the infringing part of the Software or Documentation, and refund to Customer the corresponding portion of the initial license fee paid by Customer to SunGard under Section 6.1 with respect to the applicable Software, less a reasonable rental charge equal to one-sixtieth (1/60) of the initial license fee for each month of use, in which case the Agreement shall terminate with respect to the Software or part thereof removed.

7.3 **Customer Material.** Customer warrants to SunGard that Customer has the full legal right to grant to SunGard the right to use the designs, plans, specifications or other materials provided by or on behalf of Customer for inclusion in the Software or the Documentation ("Customer Material") and that the Customer Material does not infringe upon any United States patent, copyright, trade secret or other proprietary right of any Person. Customer shall indemnify and defend SunGard (and any SunGard Affiliates providing software or services under this Agreement) against any third party claim to the extent attributable to (a) a breach of the foregoing warranty or (b) an infringement of a United States patent, copyright, trade secret or other proprietary right of any Person arising from a modification of the Software or Documentation by Customer (or a third party permitted by Customer to make such modification).

- 7.4 Exclusion for Unauthorized Actions and Results of Use.** SunGard shall have no liability under any provision of this Agreement with respect to any performance problem, claim of infringement or other matter to the extent attributable to any unauthorized or improper use or modification of the Software, any unauthorized combination of the Software with other software, any use of any version of the Software other than the Latest Software Updates, any Third Party Product, any act or omission by Customer, its Affiliates or its customers, or any breach of this Agreement by Customer.
- 7.5 Force Majeure.** Except with respect to Customer's payment obligations hereunder, neither party shall be liable for, nor shall either party be considered in breach of this Agreement due to any failure to perform its obligations under this Agreement as a result of a cause beyond its control, including any act of God or a public enemy, act of any military, civil or regulatory authority, change in any law or regulation, fire, flood, earthquake, storm or other like event, disruption or outage of communications (including the Internet or other networked environment), power or other utility, labor problem, unavailability of supplies or any other cause, whether similar or dissimilar to any of the foregoing, which could not have been prevented by the non-performing party with reasonable care.
- 7.6 Disclaimer.** EXCEPT AS EXPRESSLY STATED IN SECTION 7.1 OF THIS AGREEMENT, THE SOFTWARE AND DOCUMENTATION IS PROVIDED "AS IS." WITH RESPECT TO THE SOFTWARE, DOCUMENTATION, THE SERVICES PROVIDED UNDER THIS AGREEMENT OR ANY OTHER MATTER PERTAINING TO THIS AGREEMENT AND EXCEPT AS EXPRESSLY STATED IN SECTION 7.1 OF THIS AGREEMENT, SUNGARD MAKES NO REPRESENTATIONS OR WARRANTIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED, ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INTERFERENCE, OR NON-INFRINGEMENT. SUNGARD MAKES NO REPRESENTATIONS OR WARRANTIES, NOR SHALL SUNGARD HAVE ANY LIABILITY WITH RESPECT TO, ANY THIRD PARTY PRODUCTS OR SERVICES.
- 7.7 Limitations.** EXCEPT FOR A THIRD PARTY CLAIM UNDER SECTION 7.2 OF THIS AGREEMENT, SUNGARD'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL UNDER NO CIRCUMSTANCES EXCEED THE INITIAL SUNGARD SOFTWARE LICENSE FEES ACTUALLY PAID BY CUSTOMER TO SUNGARD UNDER THIS AGREEMENT.
- 7.8 Consequential Damage Exclusion.** UNDER NO CIRCUMSTANCES SHALL SUNGARD (OR ANY OF ITS AFFILIATES PROVIDING SOFTWARE OR SERVICES UNDER THIS AGREEMENT) BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR LOST REVENUES, LOST PROFITS, LOSS OF BUSINESS, OR ANY INCIDENTAL, INDIRECT, EXEMPLARY, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING SUCH DAMAGES ARISING FROM ANY BREACH OF THIS AGREEMENT OR ANY TERMINATION OF THIS AGREEMENT, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE AND WHETHER OR NOT FORESEEABLE, EVEN IF SUNGARD HAS BEEN ADVISED OR WAS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.



7.9 **Open Negotiation.** CUSTOMER AND SUNGARD HAVE FREELY AND OPENLY NEGOTIATED THIS AGREEMENT, INCLUDING THE PRICING, WITH THE KNOWLEDGE THAT THE LIABILITY OF THE PARTIES IS TO BE LIMITED IN ACCORDANCE WITH THE PROVISIONS OF THIS AGREEMENT.

7.10 **Other Limitations.** The warranties made by SunGard in this Agreement, and the obligations of SunGard under this Agreement, run only to Customer and not to its Affiliates, its customers or any other Persons. Under no circumstances shall any Affiliate or customer of Customer or any other Person be considered a third party beneficiary of this Agreement or otherwise entitled to any rights or remedies under this Agreement, even if such Affiliates, customers or other Persons are provided access to the Software or data maintained in the Software via the Internet or other networked environment. Customer shall have no rights or remedies against SunGard except as specifically provided in this Agreement. No action or claim of any type relating to this Agreement may be brought or made by Customer more than one (1) year after Customer first has knowledge of the basis for the action or claim.

## 8. CONFIDENTIALITY, OWNERSHIP AND RESTRICTIVE COVENANT

8.1 **Disclosure Restrictions.** All Confidential Information of one party ("Disclosing Party") in the possession of the other ("Receiving Party"), whether or not authorized, shall be held in strict confidence, and the Receiving Party shall take all steps reasonably necessary to preserve the confidentiality thereof. The Disclosing Party's Confidential Information shall not be used or disclosed by the Receiving Party for any purpose except as necessary to implement or perform this Agreement, or except as required by law, provided that the other party is given a reasonable opportunity to obtain a protective order. The Receiving Party shall limit its use of and access to the Disclosing Party's Confidential Information to only those of its employees whose responsibilities require such use or access. The Receiving Party shall advise all such employees, before they receive access to or possession of any of the Disclosing Party's Confidential Information, of the confidential nature of the Confidential Information and require them to abide by the terms of this Agreement. The Receiving Party shall be liable for any breach of this Agreement by any of its employees or any other Person who obtains access to or possession of any of the Disclosing Party's Confidential Information from or through the Receiving Party.

8.2 **SunGard's Proprietary Items, Ownership Rights.** The Proprietary Items are trade secrets and proprietary property of SunGard, having great commercial value to SunGard. All Proprietary Items provided to Customer under this Agreement are being provided on a strictly confidential and limited use basis. Customer shall not, directly or indirectly, communicate, publish, display, loan, give or otherwise disclose any Proprietary Item to any Person, or permit any Person to have access to or possession of any Proprietary Item. Title to all Proprietary Items and all related patent, copyright, trademark, trade secret, intellectual property and other ownership rights shall be and remain exclusively with SunGard, even with respect to such items that were created by SunGard specifically for or on behalf of Customer. This Agreement is not an agreement of sale, and no title, patent, copyright, trademark, trade secret, intellectual property or other ownership rights to any Proprietary Items are transferred to Customer by virtue of this Agreement. All copies of Proprietary Items in Customer's possession shall remain the exclusive property of SunGard and shall be deemed to be on loan to Customer during the term of this Agreement.

**8.3 Use Restrictions.** Customer shall not do, attempt to do, nor permit any other Person to do, any of the following:

**8.3.1** use any Proprietary Item for any purpose, at any location or in any manner not specifically authorized by this Agreement; or

**8.3.2** make or retain any Copy of any Proprietary Item except as specifically authorized by this Agreement; or

**8.3.3** create or recreate the source code for the Software, or re-engineer, reverse engineer, decompile or disassemble the Software; or

**8.3.4** with respect to Source Code, modify, adapt, translate or create derivative works based upon the Software or combine or merge any part of the Software with or into any other software not as otherwise expressly provided by this Agreement; or

**8.3.5** refer to or otherwise use any Proprietary Item as part of any effort either (i) to develop a program having any functional attributes, visual expressions or other features similar to those of the Software, or (ii) to compete with SunGard; or

**8.3.6** remove, erase or tamper with any copyright or other proprietary notice printed or stamped on, affixed to, or encoded or recorded in any Proprietary Item, or fail to preserve all copyright and other proprietary notices in any Copy of any Proprietary Item made by Customer; or

**8.3.7** sell, market, license, sublicense, distribute or otherwise grant to any Person, including any outsourcer, vendor, consultant or partner, any right to use any Proprietary Item, whether on Customer's behalf or otherwise; or

**8.3.8** become a service bureau utilizing Software in competition with SunGard, whereby its use of Software, would provide services where a separate Chart of Accounts or book of record would be established for an entity outside the Customer's jurisdiction.

**8.4 Notice and Remedy of Breaches.** Each party shall promptly give written notice to the other of any actual or suspected breach by it of any of the provisions of this Section 8, whether or not intentional, and the breaching party shall, at its expense, take all steps reasonably requested by the other party to prevent or remedy the breach.

**8.5 Enforcement.** Each party acknowledges that the restrictions in this Agreement are reasonable and necessary to protect the other's legitimate business interests. Each party acknowledges that any breach of any of the provisions of this Section 8 shall result in irreparable injury to the other for which money damages could not adequately compensate. If there is a breach, then the injured party shall be entitled, in addition to all other rights and remedies which it may have at law or in equity, to have a decree of specific performance or an injunction issued by any competent court, requiring the breach to be cured or enjoining all Persons involved from continuing the breach. The existence of any claim or cause of action that a party or any other Person may have against the other party shall not constitute a defense or bar to the enforcement of any of the provisions of this Section 8.

## 9. TERMINATION

The parties agree that Annual Support may be terminated as per 6.2 without

terminating this Agreement.

**9.1 Termination by Customer.** Customer may terminate this Agreement, by giving written notice of termination to SunGard, only upon the occurrence of any of the following events:

**9.1.1** SunGard breaches any of its material obligations under this Agreement and does not cure the breach within ninety (90) days (provided that the breach is susceptible to cure) (or such other time period as may be reasonable under the circumstances) after Customer gives written notice to SunGard describing the breach in reasonable detail.

**9.1.2** SunGard (or a surviving company in the event of a merger or sale of SunGard) dissolves or liquidates or otherwise discontinues all or a significant part of its business operations. Notwithstanding the foregoing, SunGard reserves the right to outsource professional services which will not be deemed grounds for Customer termination hereunder.

**9.2 Termination by SunGard.** SunGard may terminate this Agreement, by giving written notice of termination to Customer, only upon the occurrence of any of the following events:

**9.2.1** Customer fails to pay to SunGard Software License fees within ten (10) days after SunGard makes written demand therefore, that are not the subject of a Good Faith Dispute, or

**9.2.2** Customer: (a) breaches any of its obligations under Section(s) 1.1, 1.2, 5.2, 5.5, 6.1, 7.3, 8, 10.2, 10.3 or 10.8, or (b) breaches any of its obligations with respect to SunGard's intellectual property rights, or (c) misuses SunGard's Proprietary Items, and does not cure the breach within ninety (90) days (provided that the breach is susceptible to cure) (or such other time period as may be reasonable under the circumstances) after SunGard gives written notice to Customer describing the breach in reasonable detail, or

**9.2.3** Customer dissolves or liquidates or otherwise discontinues all or a significant part of its business operations.

**9.3 Expiration of Term.** Unless otherwise stated on Appendix 1 of this Agreement, the Software specified on Appendix 1 shall have a perpetual term, and Customer shall continue to have a license to use the Software in accordance with the terms of this Agreement, from the Delivery Date for such Software unless and until terminated in accordance with this Section 9.

**9.4 Effect of Termination.**

**9.4.1 TERMINATION OF ONGOING MAINTENANCE AND SUPPORT SERVICES** (see Appendix 4). In accordance with the notice provisions of Section 6.2, Customer may terminate its use of ongoing maintenance and support services without terminating this Agreement, and may therefore continue to use the Software unsupported under this Agreement after such a termination of ongoing maintenance and support services, as further described in this Section 9.4.1. Upon the effective date of a termination of the maintenance and support services by SunGard or Customer, or at anytime when Customer has failed to pay the annual maintenance and support fees required pursuant to Section 6.2 ("Ongoing Maintenance and Support Termination Date"), (a) SunGard shall discontinue providing all ongoing maintenance and support services, including SunGard's obligation under Section 4.1, (b) any SunGard warranties and

indemnities under this Agreement shall cease to apply for the period after the Ongoing Maintenance and Support Termination Date, and (c) SunGard shall have no liability with respect to Customer's use of the Software or Services after the Ongoing Maintenance and Support Termination Date.

**9.4.2 TERMINATION OF THE LICENSE AGREEMENT.** Upon a termination of this Agreement under Section 9.1 and/or Section 9.2, Customer shall: (a) discontinue all use of all affected Software and Documentation, (b) promptly return to SunGard all copies of the affected Software and Documentation and any other affected Proprietary Items then in Customer's possession, and (c) give written notice to SunGard certifying that all copies of the affected Software and Documentation have been permanently deleted from its computers. Customer shall remain liable for all payments due to SunGard with respect to the period ending on the date of termination. The provisions of Sections 6, 7 (except 7.1), 8 and 10 shall survive any termination of this Agreement, whether under this Section 9 or otherwise.

**9.5 Certain Other Remedies for Nonpayment.** If Customer fails to pay to SunGard, within ten (10) days after SunGard makes written demand therefore, any past-due amount payable under this Agreement (including interest thereon) that is not the subject of a Good Faith Dispute, in addition to all other rights and remedies which SunGard may have at law or in equity, SunGard may, in its sole discretion and without further notice to Customer, suspend performance of any or all of its obligations under this Agreement (including its ongoing maintenance and support services under Section 4.1) until all past due amounts are paid in full.

## **10. OTHER PROVISIONS**

**10.1 Notice.** All notices, consents and other communications under or regarding this Agreement shall be in writing and shall be deemed to have been received on the earlier of the date of actual receipt, the third business day after being mailed by first class certified air mail, or the first business day after being sent by a reputable overnight delivery service. Any notice may be given by facsimile, provided that a signed written original is sent by one of the foregoing methods within twenty-four (24) hours thereafter. Customer's address for notices is 168 North Edwards Street, Independence, CA 93526, Attention: Information Services. SunGard's address for notices is SunGard Bi-Tech LLC 890 Fortress Street Chico, CA Attention: Contract Administration. Either party may change its address for notices by giving written notice of the new address to the other party in accordance with this Section 10.1.

### **10.2 Parties in Interest.**

**10.2.1** This Agreement shall bind, benefit and be enforceable by and against SunGard and Customer and, to the extent permitted hereby, their respective successors and assigns.

**10.2.2** Neither party shall assign this Agreement or any of its rights hereunder, nor delegate any of its obligations hereunder, without the other party's prior written consent, except that such consent shall not be required in the case of an assignment to (i) a purchaser of or successor to substantially all of such party's business (unless such purchaser or successor is a software, data processing or computer services vendor that is a competitor of SunGard, its parent company or any of its Affiliates) or (ii) an Affiliate of Customer, provided that the scope of each

license granted under this Agreement does not change and Customer guarantees the obligations of the assignee. Any assignment by a party in breach of this Section shall be void.

**10.2.3** Any express assignment of this Agreement, any change in control of Customer, any acquisition of additional business by Customer (by asset acquisition, merger or otherwise by operation of law), and any assignment by merger or otherwise by operation of law, shall constitute an assignment of this Agreement by Customer for purposes of this Section 10.2 ("Customer Assignment"). Customer shall give written notice to SunGard at least thirty (30) days before a Customer Assignment certifying the expected use of the Software to process any additional business related to such Customer Assignment ("Additional Business"). If any Customer Assignment occurs, Customer may continue to process its business to the extent it existed before such Customer Assignment, but Customer may not use the Software to process any Additional Business until and unless Customer has paid to SunGard an Additional Business fee, to be negotiated at the time of the Customer Assignment. Any use of the Software to process any Additional Business before the payment of such fee shall be deemed a material breach of this Agreement. Customer shall promptly complete and return to SunGard periodic certifications which SunGard, in its sole discretion, may from time to time send to Customer, certifying the actual use of the Software to process any Additional Business.

**10.3 Export Laws and Use Outside of the United States.** Customer shall comply with the Export Laws. Customer shall not export or re-export directly or indirectly (including via remote access) any part of the Software or Confidential Information to any Applicable Jurisdiction to which a license is required under the Export Laws without first obtaining a license.

**10.4 Relationship.** The relationship between the parties created by this Agreement is that of independent contractors and not partners, joint ventures or agents.

**10.5 Entire Understanding.** This Agreement, which includes and incorporates the Appendices, and any other schedules, exhibits and addenda hereto states the entire understanding between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, marketing materials, negotiations and other written or oral communications between the parties with respect to the subject matter of this Agreement.

**10.6 Conflicts.** In the event of any conflict between this Agreement and the Appendices, the terms of the Appendices shall govern.

**10.7 Modification and Waiver.** No modification of this Agreement, and no waiver of any breach of this Agreement, shall be effective unless in writing and signed by an authorized representative of the party against whom enforcement is sought. This Agreement may not be modified or amended by electronic means without written agreement of the parties with respect to formats and protocols. No waiver of any breach of this Agreement, and no course of dealing between the parties, shall be construed as a waiver of any subsequent breach of this Agreement.

**10.8 Audit.** SunGard may, at its expense and by giving reasonable advance written notice to Customer, enter Customer locations during normal business hours and audit the number of copies of the Software and Documentation in Customer's possession, the Scope of Use and information pertaining to Customer's

compliance with the provisions of Sections 1.1, 5.2, 8.2, 8.3 and 10.2. If SunGard discovers that there is an unauthorized Scope of Use or that Customer is not in compliance with the provisions of Sections 1.1, 5.2, 8.2, 8.3 and 10.2 in any material respect, then Customer shall reimburse SunGard for the expenses incurred by SunGard in conducting the audit.

- 10.9 Severability.** A determination that any provision of this Agreement is invalid or unenforceable shall not affect the other provisions of this Agreement.
- 10.10 Headings.** Section headings are for convenience of reference only and shall not affect the interpretation of this Agreement.
- 10.11 Jurisdiction and Process.** In any action relating to this Agreement, (a) each of the parties irrevocably consents to the exclusive jurisdiction and venue of the federal and state courts located in the State of California, (b) each of the parties irrevocably consents to service of process by first class certified mail, return receipt requested, postage prepaid, to the address at which the party is to receive notice in accordance with Section 10.1, and (c) the prevailing party shall be entitled to recover its reasonable attorney's fees (including, if applicable, charges for in-house counsel), court costs and other legal expenses from the other party
- 10.12 Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. If this Agreement is executed via facsimile, each party hereto shall provide the other party with an original executed signature page within five (5) days following the Execution Date of this Agreement.
- 10.13 Governing Law.** THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA EXCLUDING CHOICE OF LAW; PROVIDED, HOWEVER, THAT THE TERMS OF ANY APPLICABLE LAW NOW OR HEREAFTER ENACTED THAT IS BASED ON OR SIMILAR TO THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT DRAFTED BY THE NATIONAL CONFERENCE OF COMMISSIONERS ON UNIFORM STATE LAWS SHALL NOT APPLY.
- 10.14 Piggy Back Clause.** Whereas Customer has conducted a competitive evaluation and has concluded such efforts with this negotiated Agreement; therefore this Agreement may serve as the basis for similar Agreements whereby other governmental entities may contract separately with SunGard.

**APPENDIX 1**

**TO SOFTWARE LICENSE AGREEMENT  
Price/Product Schedule: Software, Support, Services, Third Party Products, etc.**

**Summary Page**

**IFAS is licensed for 25 Concurrent Users**

<b>Fees and Professional Services</b>	<b>Fee</b>	<b>1st Year Support</b>
IFAS Application Software License and Fees	\$58,768	\$24,541
IFAS Professional Services	\$311,760	
Third Party Products and Services	\$26,874	\$2,325
<b>Fees and Professional Services TOTAL</b>	<b>\$397,402</b>	<b>\$26,866</b>

\$424,268

<b>Selected Hardware and Services</b>	<b>Fee</b>	<b>Support</b>
1 SafetyNet Engine	3,225	750
2 Win2003 7i Server	15,240	1,500
1 Win2000 IFAS Production Application Server	7,850	1,500
1 Win2000 IFAS Test Application/SQL/7i Server	11,050	-
1 Win2003 IFAS Production Database Server	12,275	750
1 Windows OS Media	30	-

<b>Selected Hardware and Services TOTAL</b>	<b>\$49,670</b>	<b>\$4,500</b>
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\$54,170

<b>IFAS TOTAL</b>	<b>\$447,072</b>	<b>\$31,366</b>
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\$478,438

The Parties agree that in the event this Agreement is signed by both parties by December 24<sup>th</sup> and an original copy of the executed contract is provided to SunGard by December 27, 2006 then the license price show above (\$58,768) shall be discounted by \$5,000 dollars to \$53,768. All other prices above shall remain as shown.

**IFAS Application Software License & Hardware Fees**

25 Concurrent Users

IFAS Application Software Licenses	License Status	License Fee	First Year Support Fee	Total Fees
<b>Finance</b>				
General Ledger	Licensed		4,250	4,250
Budgeting (Includes Budget Item Detail)	New	4,048	971	5,019
Accounts Payable	Licensed		1,093	1,093
Accounts Receivable/Cash Receipts	Licensed		1,093	1,093
Bank Reconciliation	New	-	-	-
Purchasing	Licensed		1,572	1,572
Fixed Assets	New	4,124	990	5,114
<b>HR &amp; Payroll</b>				
Payroll	Licensed		2,429	2,429
Timecard Online	New	-	-	-
Human Resources (Includes Position Budgeting)	New	10,119	2,429	12,548
Employee Online	New	5,312	1,275	6,587
Applicant Online	New	5,060	1,214	6,274
<b>Tools and Adjunct Software</b>				
Click, Drag, & Drill (Report Writer)	New	8,855	2,125	10,980
Easy Laser Forms	New	1,898	455	2,353
Documents Online	New	5,312	1,275	6,587
7i Architecture (Finance/HR)	New	14,040	3,370	17,410
<b>Total IFAS License Fees &amp; First Year Support Fees</b>		<b>\$58,768</b>	<b>\$24,541</b>	<b>\$83,309</b>



**IFAS Professional Services**

IFAS Professional Services	License Status	Consult	Train	Data Convert	Task	Total
<b>Finance</b>						
General Ledger	Licensed	8	-	-	-	8
Budgeting (Includes Budget Item Detail)	New	8	4	-	-	12
Accounts Payable	Licensed	4	-	-	-	4
Accounts Receivable/Cash Receipts	Licensed	2	-	-	-	2
Bank Reconciliation	New	16	-	16	36	68
Purchasing	Licensed	4	-	-	-	4
Fixed Assets	New	28	8	20	-	56
<b>HR &amp; Payroll</b>						
Payroll	Licensed	8	-	-	-	8
Timecard Online	New	-	32	-	-	32
Human Resources (Includes Position Budgeting)	New	136	56	80	44	316
Employee Online	New	32	12	-	20	64
Applicant Online	New	40	16	-	56	112
<b>Tools and Adjunct Software</b>						
Click, Drag, & Drill (Report Writer)	New	128	64	-	-	192
Easy Laser Forms	New	-	-	-	48	48
Documents Online	New	16	16	-	-	32
7i Architecture (Finance/HR)	New	-	64	-	-	64
Setup for Workflow	New	70	28	-	-	98
<b>Subtotal Component Professional Services Hours</b>		500 hrs	300 hrs	116 hrs	204 hrs	1,120 hrs
<b>Subtotal Component Professional Services Fees</b>		\$67,500	\$40,500	\$17,400	\$30,600	\$156,000
<b>IFAS Project Professional Services</b>				<b>Rate</b>	<b>Hours</b>	<b>Cost</b>
Remote Account Management				Fixed Fee	N/A	5,400
Special Needs Consulting				135	48	6,480
Hardware Integration (Network/Workstations/Printers)				135	32	4,320
IFAS Installation and Initial Data Migration				Fixed Fee	N/A	10,800
SA/DBA Technical Training At Client Site				135	32	4,320
On-Site Project Mentor for 15 months (1 week/month)				175	600	105,000
New Functionality Training: Financial Modules				135	80	10,800
Final Data Migration & Test Environment Creation				135	64	8,640
<b>Subtotal IFAS Project Professional Services</b>					856 hrs	\$155,760
<b>Grand Total IFAS Professional Services</b>					<b>1,976 hrs</b>	<b>\$311,760</b>

**Third Party Products and Services**

25 Concurrent Uses

Third Party Products and Services	Net License	First Year Support	Professional Services	Users or Processors
SQL/Server Standard Edition (RDBMS) with 2 CPU(s)				
- SQL Server Standard Edition	11,000	-	-	2 cpu
Media for SQL Server	30	-	-	1 svr
D-ISAM96	312	-	-	2 usr
MKS Sys Admin Toolkit	450	-	-	1 svr
MKS Connectivity Suite	250	50	-	1 svr
Querix for 12.5 Users	2,188	475	-	13 usr
Microfocus COBOL NetExpress 3.1				
- Net Express Run-Time License Bundles (10 seats ea.)	4,960	1,040	-	4 bdl
TEST: SQL/Server Standard with 20 CAL Users				
- SQL/Server Standard Edition (Base)	723	-	-	1 svr
- SQL/Server Client Access Licenses	2,720	-	-	20 usr
TEST: Media for SQL Server	30	-	-	1 svr
TEST: D-ISAM96	156	-	-	1 usr
TEST: MKS Sys Admin Toolkit	450	-	-	1 svr
TEST: MKS Connectivity Suite	250	50	-	1 svr
TEST: Querix for 5 Users	875	190	-	5 usr
TEST: Microfocus COBOL NetExpress 3.1				
- Net Express Run-Time License Bundles (10 seats ea.)	2,480	520	-	2 bdl
<b>Total Third Party Products</b>	<b>\$26,874</b>	<b>\$2,325</b>	<b>\$0</b>	

**APPENDIX 2**  
**TO SOFTWARE LICENSE AGREEMENT**  
**Hardware and Related Services**

## Hardware & Hardware Related Services

Summary of Hardware and Services	Hardware	Software	Professional Services	Total	1 Year Extended Warranty
<b>1 SafetyNet Engine</b> SunGard will provide a Windows server (known as a SafetyNet Engine) for support services use. The SafetyNet Engine requires a connection to the Internet with six (6) IP Addresses (1 externally visible) routable to the target server(s) being supported.. The unit includes a number of components, including 2.4-Ghz Intel Pentium 4 Processor with 512 Mb memory, Two (2) hot-swappable (mirrored) 73-Gb disc drives, Hot-swappable SCSI Adaptec 2120 RAID Controller, CD-ROM and Floppy Drives, Dual (2) 10/100/1000 Ethernet cards.	1,900		600	2,500	
MS Windows 2003 Server Software w/5 Seats		725		725	
1 OneYear Extended Hardware Warranty (Renewable)					750
<b>2 Win2003 7i Server</b> SunGard will provide (2) IFAS 7i Servers for exclusive use by the IFAS web infrastructure, including 1 production units (based on a count of 25 concurrent administrative users and 7 on-demand users), 0 test server and 1 reserve server. The unit is in a 19" 4U rackmount case with dual hot-swappable 500 watt power supplies. Dual (2) 3.06-Ghz Xeon Processors with 4 Gb memory. Two (2) hot-swappable (mirrored) 36-Gb disc drives. Hot-swappable SCSI U320 RAID Controller. DVD and Floppy Drives. Dual (2) 10/100/1000 Ethernet cards. The network between the data server and the Windows 2003 Standard Server(s) should be 100 mb/second switched Ethernet.	13,190		600	13,790	
2 Windows 2003 Standard Server Software		1,450		1,450	
2 OneYear Extended Hardware Warranty (Renewable)					1,500
<b>1 Win2000 IFAS Production Application Server</b> SunGard will provide (1) IFAS Production Application Server. The unit is in a 19" 4U rackmount case with dual hot-swappable 600 watt power supplies. Dual (2) 3.06-Ghz Xeon Processors with 4 Gb memory. Two (2) hot-swappable (mirrored) 73-Gb disc drives. Hot-swappable SCSI U320 RAID Controller. DVD and Floppy Drives. Dual (2) 10/100/1000 Ethernet cards. The network between the data server and the Windows 2003 Standard Server(s) should be 100 mb/second switched Ethernet.	6,100		300	6,400	
<b>1 Win2000 IFAS Test Application/SQL/7i Server</b> SunGard will provide (1) IFAS Test Application/SQL/7i Server. The unit is in a 19" 4U rackmount case with dual hot-swappable 500 watt power supplies. Dual (2) 3.06-Ghz Xeon Processors with 4 Gb memory. Seven (7) hot-swappable (mirrored) 73-Gb disc drives. Hot-swappable SCSI U320 RAID Controller. DVD and Floppy Drives. Dual (2) 10/100/1000 Ethernet cards. The network between the data server and the Windows 2003 Standard Server(s) should be 100 mb/second switched Ethernet.	10,750		300	11,050	
2 Windows 2003 Standard Server Software		1,450		1,450	
2 OneYear Extended Hardware Warranty (Renewable)					1,500
<b>1 Win2003 IFAS Production Database Server</b> SunGard will provide (1) Windows 2003 Server for use as the IFAS 7i Database server. The unit is in a 19" 4U rackmount case with dual hot-swappable 600 watt power supplies. Dual (2) 3.06-Ghz Xeon Processors with 4 Gb memory. Seven (7) hot-swappable (mirrored) 73-Gb disc drives. Hot-swappable SCSI U320 RAID Controller. DVD and Floppy Drives. Dual (2) 10/100/1000 Ethernet cards. The network between the data server and the Windows 2003 Standard Server(s) should be 100 mb/second switched Ethernet.	11,250		300	11,550	
2 Windows 2003 Standard Server Software		725		725	
2 OneYear Extended Hardware Warranty (Renewable)					750
1 Windows OS Media		30	-	30	-
<b>Component Fees</b>	<b>\$43,190</b>	<b>\$4,380</b>	<b>\$2,100</b>	<b>\$49,670</b>	<b>\$4,500</b>
<b>Total Hardware and Services</b>					<b>\$54,170</b>

**APPENDIX 3**

**TO SOFTWARE LICENSE AGREEMENT  
Payment Schedule**

<b>1. Due Upon Contract Execution:</b>	
IFAS Software License Fees	\$58,768*
Hardware Fees (Hardware, Annual Support, & Fixed Fee Services)	\$54,170
Third Party Software License Fees	\$26,874
IFAS Annual Support	\$24,541
Third Party Annual Support	\$2,325
Fixed Fee Services	\$16,200

If applicable, 100% of the sales/use tax due on the taxable amount for the entire Agreement.

<b>2. Due Monthly as Delivered or Incurred:</b>	
100% of Professional Services Delivered (excluding Fixed Fee Services)	\$295,560

**\* The Parties agree that in the event this Agreement is signed by both parties by December 24<sup>th</sup> and an original copy of the executed contract is provided to SunGard by December 27, 2006 then the license price show above (\$58,768) shall be discounted by \$5,000 dollars to \$53,768. All other prices above shall remain as shown.**

## APPENDIX 4

### **Application Software Maintenance and Support Agreement (SunGard Assistance, Software Updates, Customer Obligations)**

#### **1. SUNGARD ASSISTANCE**

- 1.1. Remote Assistance.** SunGard shall provide to Customer, from 5a.m. to 5p.m. PT, Monday through Friday (SunGard Holidays excepted), telephone, fax, and e-mail supported assistance regarding Customer's authorized use of the Latest Software Update. Customer agrees to attempt to locate information provided in Documentation prior to use of Remote Assistance. In addition, SunGard shall provide self service-based assistance via SunGard's web based Support Online. The Customer agrees to stay current on the Latest Software Update for their chosen Delivery Option (see 2.1). SunGard will provide help desk support for a single production account and, at a reduced priority, a single test account.
- 1.2. Resolution Assistance.** Customer shall provide to SunGard reasonably detailed documentation and explanation of issues to be resolved, together with underlying data, to substantiate any problem or failure and to assist SunGard in its efforts to diagnose, reproduce and correct the problem or failure.
- 1.3. Non Software Assistance.** Non Software Assistance requests (e.g. requests for assistance with hardware, operating systems, database management systems, networks, printer configuration, etc.) are outside the scope of this Annual Support Agreement. However, at Customer's request, Non Software Assistance may be provided on a time and materials basis, as available, at the sole discretion of SunGard.
- 1.4** SunGard may request Customer to cease using Software during certain repair or maintenance operations. If SunGard requests in writing that Customer cease operation of its production account for a specific time, and Customer approves, SunGard will commence with maintenance or repairs at the appointed time. If SunGard fails to commence maintenance or repair work after requesting Customer to cease using the production Software (unless SunGard gives written notice to Customer at least 6 business hours before the appointed time it cannot commence work as planned), then SunGard shall refund to Customer one month's maintenance fee for each such day for which SunGard fails to commence the maintenance or repair work in question. The maximum of all amounts refunded to Customer under this Section 1.4 for each annual period under this Agreement shall not exceed two month's maintenance fees.

#### **2. SOFTWARE UPDATES**

- 2.1. Delivery Options.** Customer may select from two delivery options: Express and Mainstream. The Express option provides the Customer with up to two primary Software Updates per year, plus the year-end payroll tax update, the W2 update, and the 1099 update. The Mainstream option

provides the Customer with one major consolidated Software Update per year, plus the year-end payroll tax update, the W2 update, and the 1099 update. The default option is Mainstream.

- 2.2. **Delivery Method.** SunGard shall provide to the Customer Software Updates for the application server based Software via Hassle Free Support™ (HFS). HFS means that SunGard will log-on to Customer's designated server, with authorization from Customer, and load the server-based Software Update into a single Account for the Customer. HFS is strictly Internet delivered. Therefore, the exchange of magnetic/optical media for server-based Software Updates is not available. If SunGard, in its sole discretion, determines that delivery of the server-based Software Update via Internet is not practical, then Customer will receive magnetic/optical media along with instructions on assisting SunGard in applying the server based Software Update. For Software Updates for Windows™ based Software, media will be sent to Customer, including Customer loading instructions. Software Updates shall be accompanied by updates to the Documentation on optical media whenever SunGard determines, in its sole discretion, that such updates are necessary. In addition, between Software Updates, service packs may be available for Customer download and installation. For those Customer's that choose not to utilize the HFS method of Software Update delivery, the Software Updates are available for download by the Customer from SunGard's FTP site.
- 2.3. **Compatibility.** SunGard shall provide Customer with Software Updates to maintain the compatibility of the Software with new releases of the operating system under which the Software is licensed.
- 2.4. **Custom Modifications.** This Agreement specifically does not include any custom modifications to the Software.
- 2.5. **Functional Compliance.** SunGard will use commercially reasonable efforts to provide Software Updates to cause the Software to continue to conform to GASB and GAAP requirements, and to maintain accurate Federal and State payroll tax tables (as published by the taxing authorities) and their related calculation processes.

3. **Software Reliability.** In the event that there arises a defect in the Latest Software Update which is a material failure to perform as described in the Documentation attributed solely to SunGard and the Software is therefore unavailable for use in Customer's production account for more than two consecutive hours in a business day, then SunGard agrees, as SunGard's sole obligation (excluding SunGard's ongoing support services obligations) and Customer's sole remedy for such failure to perform, to refund 1/30<sup>th</sup> of the monthly maintenance fee for each such business day subject to the following:
  - 3.1 Customer must give written notice to SunGard of the material failure to perform describing it in reasonable detail, and requesting the refund referenced herein.
  - 3.2 SunGard and Customer will investigate the defect and if there was a material failure to perform as described above, then SunGard will promptly provide such refund to Customer and will address the defect in accordance with its ongoing support services

obligations hereunder.

### 3. CUSTOMER OBLIGATIONS

**3.1 Internet Connection.** The Customer agrees to use SunGard's SafetyNet Server (provided in Appendix 1) which is a dedicated pre-configured server that resides at the Customer location, and which utilizes Microsoft's Virtual Private Network . This SafetyNet Server restricts the firewall opening to an authenticated port, and establishes a connection between SunGard and the Customer only. In addition the SafetyNet Server allows the establishment of a VPN tunnel where the encryption of data passing through the Internet safeguards the authentication and data transfer. This is the best solution for premium support and is necessary for access to PC/Web based clients products as well as access to multiple servers onsite.

Customer is responsible for the costs related to maintaining the SafetyNet Engine (including the applying updates and patches), and for telephone toll charges associated with remote on-line support.

**3.2. Modifications by Customer.** Any modifications not made by SunGard, and the results caused thereby to the Software shall be the sole responsibility of the Customer.

**3.3. Third Party Products.** From time to time new optional features may be added to the Software as a result of a Software Update. Optional features may require the use of third party software or hardware. Customer shall have the option to procure or not to procure such third party products to enable such optional features. In addition, future Software Updates may require Customer to procure specific third party software or hardware to allow Customer to utilize the Latest Software Update.

**3.4. Remain Current with New Releases.** Customer agrees to accept and install and stay current on the Latest Software Update.

### 4. TERM OF MAINTENANCE AND SUPPORT AGREEMENT

**4.1 Initial Maintenance and Support Term:** The Initial Maintenance and Support Term shall be for a period of one year commencing upon execution of this Agreement.

**4.2 Renewal Maintenance and Support Term:** Upon conclusion of the Initial Maintenance and Support Term, SunGard shall continue to offer maintenance and support services to Customer, at the fees and for the terms specified in this Agreement, for one additional one-year period.

Upon conclusion of the Renewal Maintenance and Support Term, SunGard may offer maintenance and support services to Customer on a year-to-year basis, provided that SunGard shall give Customer one hundred eighty (180) days written notice if SunGard intends to terminate maintenance and support services.



**APPENDIX 5**  
**Statement of Work**

**1.0 Executive Summary**

**2.0 Training Room**

**3.0 Migration: The Plan**

- 3.1 Migration Methodology
  - 3.1.1 Update of MPE Account
  - 3.1.2 Installation of Software
  - 3.1.3 Data Roll and Cleansing
  - 3.1.4 Core User Orientation
  - 3.1.5 Customer Testing
  - 3.1.6 End User Familiarization
  - 3.1.7 Final Data Roll
  - 3.1.8 Migration Completed

**4.0 Project Planning**

- 4.1 General Assumptions
- 4.2 Project Planning and Steps

**5.0 SunGard Personnel**

## 1.0 EXECUTIVE SUMMARY

The implementation project described in this Appendix 1 will result in the migration of Customer's data currently residing on an HP3000 system to a new Windows 2003 SQL Server environment. The migration will include all previously licensed and implemented modules and will span a project timeline of approximately six (6) months. Once the migration is finished, Customer and SunGard will implement new Software modules, including IFAS 7i, Workflow, Human Resources, Fixed Assets, Click, Drag and Drill and Imaging. The introduction and deployment of the new Software modules will span a project timeline of approximately nine (9) additional months.

SunGard and Customer will use SunGard's proprietary OnTrack implementation methodology for this project. Following is a high level overview of the phases for this project.

### Phase I - Migration

- Update of MPE account (if needed)
- Install Software on Windows 2003/SQL servers
- Roll client data from MPE to SQL
- SunGard runs through a test plan on all modules
- SunGard and Customer resolve any discovered issues
- Customer Core User Orientation
- Client tests their specific business processes
- SunGard and Customer resolve any issues discovered
- Customer End User Orientation
- Final roll of data and backup of MPE
- Live on SQL Server (target of ~ 6 months)

### Phase II – Updating Production Environment to most current, released version

- Update Software to latest release in Test account (Windows 2003 / SQL test server)
- Client tests their specific business processes
- SunGard and Customer resolve any discovered issues
- Updates applied to Production account
- Live on latest release

### Phase III – Implementation of New Modules

- Implement New Modules
- Live on New Modules

## 2.0 TRAINING ROOM

A training classroom should be reserved for the purpose of IFAS training during the implementation. The room should be large enough to allow classroom-style work space for approximately 10 people. This room is to be used for both core group consulting/training performed by SunGard, and end user training performed by Customer. The room should be equipped with 10 workstations, consisting of the following:

The desktop computers in the training room should be configured with Windows 2003 Pro or XP Pro. The minimum training room workstation should be a Pentium III 800Mhz with 256MB of RAM and 4 GB of free disk space. Video support of 1024x768 with 17" monitors is required.

The consultant or trainer will also require a workstation with the above treatments, set up in the front of the room, off to one side. Additional requirements for the trainer and the room are as follows:

- Laser printer with network connection
- LCD Projector
- Retractable Screen
- White Board and pens
- Cabinet for storage
- Laser pointer

### **3.0 MIGRATION – THE PLAN**

#### **3.1 Migration Methodology**

The migration process is purposefully and distinctly separated from the implementation of any new IFAS modules. This will result in a reduction in complexity, an initial reduction in perceived differences and changes from an end user's perspective, an early accomplishment of a significant milestone (no further dependence of Software on the HP3000 platform), and will provide the ability to keep both Customer and SunGard resources focused on the migration.

The following steps assume that all hardware is in place and ready for the installation and configuration of the IFAS Software.

##### **3.1.1 Update of MPE Account**

The first step in the Migration process is to get the MPE production environment onto an HFS version that is consistent with what will be installed on the Windows 2003/SQL Server. The amount of time and resources needed to achieve this is dependent upon the version which exists in the MPE Production environment. Clearly the number of updates needing to be applied will increase the scope of work associated with this step. This will allow the most seamless path for migrating data, processes, and configuration settings from one platform to another.

##### **3.1.2 Installation of Software**

The Windows 2003 System must be configured, and the current version of the IFAS Software must be installed. Additionally, any Windows 2003 Server applications must be installed and made accessible via the Customers network.

##### **3.1.3 Data Roll**

The initial data roll will be performed by SunGard. This process consists of the unloading of data from the MPE Image database into flat files, the transfer of these files from the HP3000 onto the Windows 2003 Database Server, and the uploading of this data into the SQL database. Although the database schemas are practically identical in structure, not all data will convert without the need for adjustment. Some of these adjustments can be automated and scripts developed to 'clean' this data for subsequent data rolls. An example of data that may not convert in this manner may include dates, user defined number fields, and/or custom tables and columns. SunGard and Customer must evaluate the converted data and identify any 'mapping' or 'conversion' issues necessary so that subsequent data rolls will result in clean data within the database.

##### **3.1.4 Core User Orientation**

SunGard Consulting staff will conduct Core User Orientation training; in which the new and slightly different ways in which the system operates is discussed and explored in detail. Customer's Core Users will receive specific, hands on training associated with core business functions.

### **3.1.5 Customer Testing**

Upon the successful completion of the Data Roll, Customer is responsible for testing specific processes and comparing the resulting data and results with a focus on accuracy. Ideally, parallel processing would occur between the SQL environment and the MPE environment of all key business processes.

### **3.1.6 End User Familiarization**

Customer must ensure that all end users have the ability to connect to the Windows 2003 environment in a manner consistent with how they currently connect to the HP3000. Customer should also ensure that all end users are oriented to the minor changes associated with this migration.

### **3.1.7 Final Rollover**

Once Customer is confident with the manner in which the Software functions in the Windows 2003 environment, and the Customer's Testing confirms the accuracy of parallel processing, preparation for the final data roll may occur.

Typically this process will begin on a Friday with the objective of having all end users connect only to the new Windows 2003 Production Account the following Monday morning. SunGard's staff will work closely with Customer's staff through this process, applying any of the automated data cleaning scripts or programs that have been previously defined.

Note: If not done so previously, all end users systems (desktops/notebooks) used to connect to IFAS should be configured to have the Windows 2003 connections in place.

### **3.1.8 Migration Completed**

**4.0 PROJECT PLANNING**

**4.1 General Assumptions**

Upon Execution of this Addendum, Customer and SunGard will mutually develop a project plan for this project that will include anticipated dates of the activities for the implementation, such as installation, training, data migration, and other various other milestones that will ensure the success of the implementation. Both parties agree to work together to define the project plan within four (4) weeks of execution of this Addendum.

**4.2 Project Planning and Steps**

A description of the high level tasks associated with project planning, as well as the party responsible for each of these steps has been outlined below.

<b>Steps</b>	<b>Description of Step/Deliverable</b>	<b>Customer</b>	<b>SunGard</b>
Plan all of the sequences of major steps in the project, from contract signing to go-live.	<b>Project Plan – High Level</b> The high level project plan is an MS Project based visual representation of the summary activities, deliverables and milestones of the project. It will be organized around OnTrack's Stages, Tracks and deliverables.	Project Manager	SunGard Account Manager
Plan the detailed hours required for each person on the project team to accomplish all of the work they are assigned.	<b>Project Plan – Detailed</b> The detailed project plan is an MS Excel based representation of activities and deliverables assigned to specific people on the project team. Each task assignment will include an estimate of expected hours and remaining hours by person. The use of Excel to update remaining hours by task is a simple means to measure at a detailed level the On Time status of the project.	Project Manager	SunGard Account Manager
Establish a central place for all issues to be entered, tracked and managed towards resolution. Establish a place for key project decisions to be documented	<b>Issues Log</b> The issues log is an MS Excel spreadsheet that will be established in a public repository for easy access by every project stakeholder. The key principle is to foster an environment, technically and culturally, where many people will use one central	Project Manager	SunGard Account Manager

Steps	Description of Step/Deliverable	Customer	SunGard
	place to log issues, in as easy a medium as possible. An additional tab in the Issues log will be used to document key decisions made on the project.		
Establish a mechanism and process to maintain visibility on the overall project costs – budget vs. actual	<b>Budget Plan</b> The Budget Plan is an MS Excel spreadsheet that is established to track all aspects of actual implementation costs against the budget	Project Manager	Account Manager
Create a communications plan that will identify all of the necessary communications to keep all stakeholders informed throughout the project	<b>Communication Plan</b> The Communication Plan is an MS Word document that first identifies all of the internal and external stakeholders, and the details the messages they need to receive, how often the messages should be sent, and in what medium. Once this is established, a calendar is used to create specific communications tasks for the project manager.	Project Manager	Account Manager
Document all necessary activities to ensure the organization is aware of and prepared for all change implied by the new system	<b>Change Management Plan</b> The Change Management Plan is an MS Word document that describes all of the communications and activities required to prepare the organization for upcoming changes	Project Manager	Accounts Manager
Create an organization chart that clearly depicts project team roles	<b>Project Team Org Chart</b> The Project Team Org Chart is an MS Powerpoint document that shows the structure of the project team, identifying all necessary roles and the people assigned to perform them on the project team.	Project Manager	Account Manager
Draft a statement that establishes the authority of the client project manager	<b>Project Authority Statement</b> The Project Authority Statement is an MS Word document signed by the project sponsor that expresses the responsibilities and authority of the client	Project Manager	Account Manager

Steps	Description of Step/Deliverable	Customer	SunGard
	project manager		
Compile all Plan Stage deliverables into a Project Summary document that provides an overall understanding of the project direction and requirements	<b>Project Summary Plan</b> The Project Summary is a 3 ring binder that compiles all of the Plan Stage deliverables into a comprehensive description of the direction of the project, and all the necessary requirements to get to Go-Live.	Project Manager	Account Manager
Conduct a Technical Planning Teleconference that will plan and prepare all activities for the Technical Track's Planning stage.	The <b>Technical Planning Summary</b> will summarize on paper all aspects of the technical planning teleconference, including responsibilities of all parties, hardware specifications and ordering instructions, database specifications, network specifications, backup processes, etc.	Project Manager  System Administrator	Account Manager  Computer Services Department
Review Hardware Specifications. Customer will provide SunGard with specifications of hardware order; SunGard will review final specifications prior to purchase to ensure it meets all appropriate requirements.	The <b>Hardware Specifications Documentation</b> will provide details regarding all requirements for ensuring the overall hardware architecture will function effectively. It is the basis for placing both the Hardware Order and the 3 <sup>rd</sup> Party Products Order.	Project Manager  System Administrator	Account Manager  Computer Services Department
Order all required Hardware elements. Customer will provide SunGard with notification of order and expected arrival dates.	The <b>Hardware Order Documentation</b> is simply a copy of the order(s) placed with vendors to procure the underlying system hardware, as specified in the Hardware Specifications	System Administrator	Account Manager  Computer Services Department
Order all required 3 <sup>rd</sup> Party Product elements. SunGard will provide customer with notification that 3 <sup>rd</sup> party products have been ordered.	The <b>3<sup>rd</sup> Party Products Order Documentation</b> is simply a copy of the order(s) placed with vendors to procure the required 3 <sup>rd</sup> party products, as specified in the Hardware Specifications.	System Administrator	Account Manager
Conduct an analysis	The <b>End User Workstation</b>	System	Account Manager



<b>Steps</b>	<b>Description of Step/Deliverable</b>	<b>Customer</b>	<b>SunGard</b>
of existing workstation specifications for use in determining workstation upgrade and/or installation requirements.	<b>Plan</b> provides the customer with an outline for managing End User Workstations.	<b>Administrator</b>	Computer Services Department
SunGard will provide customer with a list of recommended 3 <sup>rd</sup> party training classes; customer will schedule attendance for classes where appropriate.	The <b>3<sup>rd</sup> Party Class Schedule</b> will document when customer's IT staff will attend 3 <sup>rd</sup> Party Classes.	System Administrator	<b>Account Manager</b>
Hardware Staging and IFAS Software Installation	Once the hardware arrives at SunGard's office, SunGard will stage the hardware and install IFAS and the 3 <sup>rd</sup> party software (including SQL Server to be provided by Customer) on the server farm. Both a production account and test account will be configured.		<b>Computer Services Department</b>
Ship Hardware to Customer's location	Arrange for shipping to Customer's location. Track hardware and ensure arrival of hardware is consistent with project plan		SunGard Account Manager  Computer Services Department
Hardware/Network/System/ Database Preparation	Ensure existing network is operational. Ensure that Customer support staff have been trained on the Hardware, Operating System and Database	<b>Project Manager</b>  <b>System Administrator</b>	
Hardware Integration / Installation	Install and integrate the new hardware on the Customer's network. Test to ensure hardware has an active connection to Customer's network.	<b>System Administrator</b>  <b>Network Manager</b>	<b>Computer Services Department</b>
PC Installation & Training	Install PC products on two end user PCs that need to develop reports or create workflows and train Customer Staff in subsequent PC Installation. Test and assess knowledge transfer from SunGard to Customer Staff.	<b>System Administrator</b>  <b>IT Department</b>	<b>Computer Services Department</b>

Steps	Description of Step/Deliverable	Customer	SunGard
Help Desk Forms	Complete forms which provide phone numbers, networking information, etc. required to begin using the SunGard Help Desk	Project Manager	Account Manager

## 5.0 SunGard Personnel

### 5.1 SunGard Account Manager

SunGard will appoint a qualified member of its staff to act as Project Manager (the "SunGard Manager") whose duties shall be to act as liaison between Customer and SunGard and all other vendors, who shall have the responsibility for managing SunGard's technical resource staff (the "SunGard Technicians") in relationship to the Project and who shall take an active role in resolving processing problems and operational questions. The SunGard Manager shall be available as reasonably requested by Customer.

The SunGard Project Manager will work closely with Customer personnel and the ability to do so is fundamental to the success of this project. If a situation should arise that Customer personnel and the Project Manager are unable to effectively cooperate to complete the tasks in this agreement, Customer may request replacement of the Project Manager and SunGard shall do so in a reasonable period. Customer shall only make such a request for cause. Such cause may include, without limitation, performance deficiencies, unreliability, unresponsiveness, or personality conflicts with Customer staff.

### 5.2 SunGard Consultants and Consultant Qualifications

SunGard will provide sufficient SunGard Consultants with the appropriate professional, technical and applications skill to enable them to perform their duties hereunder in a professional manner and to successfully complete the Services and Deliverables specified in the Project Plan (hereinafter defined) within the timeframe set forth in the Project Plan (hereinafter defined).

SunGard shall disclose to Customer in writing the names, qualification and experience of the SunGard Consultants, other employees, consultants, professional and other personnel SunGard wishes to assign to the Project and provide Customer with such additional information regarding any such personnel as Customer may reasonably request from time to time.

The SunGard Consultants will work closely with Customer personnel and their ability to do so is fundamental to the success of this project. If a situation should arise that Customer personnel and a SunGard Consultant are unable to effectively cooperate to complete the tasks in this agreement, Customer may request replacement of the SunGard Consultant and SunGard shall do so in a reasonable period. Customer shall only make such a request for cause. Such cause may include,

without limitation, performance deficiencies, unreliability, unresponsiveness, or personality conflicts with Customer staff. Customer understands that changing SunGard change could negatively impact the timeline of the Project.

**APPENDIX 6**  
**Infrastructure/Technical Requirements**

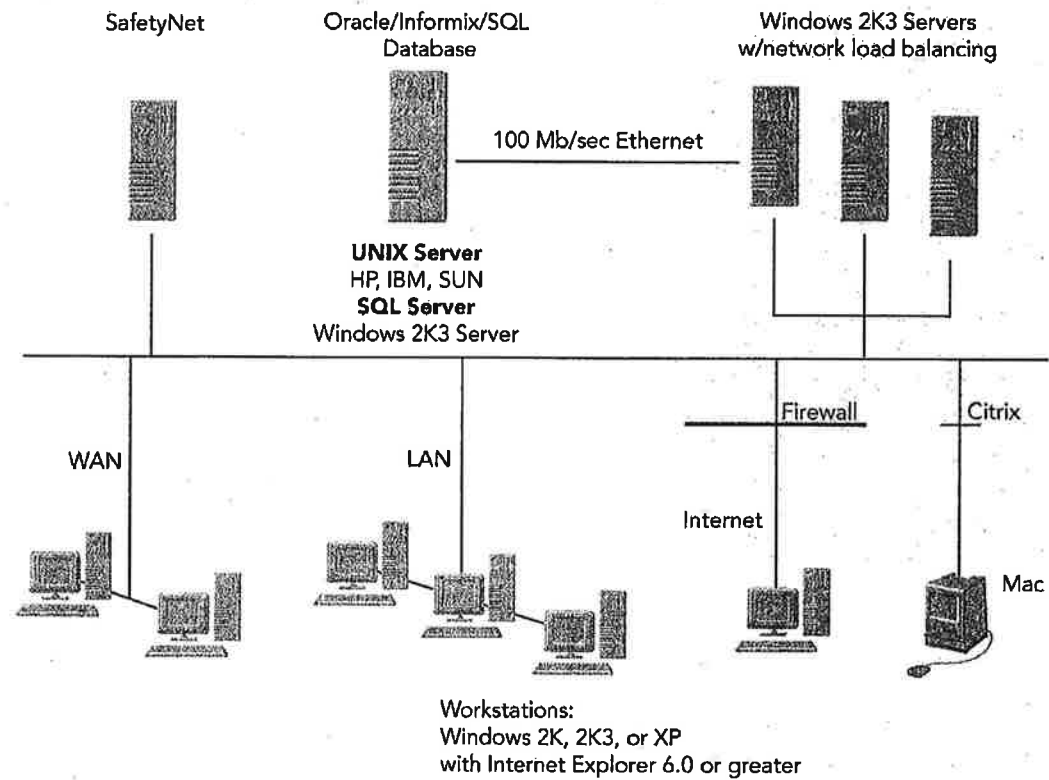
The following specifications define required network, server hardware, and peripherals required to support the IFAS software.

**1.0 Network.**

**1.1 Network Requirements.** IFAS uses TCP/IP on the network. The network speed between the database server and Windows 2003 servers must be at least 100 MBPS. The network speed from the individual workstations may be 10 MPBS, with 100 MBPS recommended. For Wide Area Networking, ATM, DSL, Frame Relay, Point-to-Point T-1 are all supported. Macintosh workstations are supported for use of CDD.net and the Dashboard by simply using an Internet Explorer or a Netscape browser. Additionally, all other IFAS functions are supported on Macintosh so long as Citrix is deployed to support them. SunGard Bi-Tech recommends that hubs, routers, and bridges be "Managed Devices". We also recommend the customer have network monitoring and diagnosis software available for network administration.

**2.0 Platform.**

**2.1 Infrastructure Overview.** SunGard has provided in this section the infrastructure required to deploy the Software system. We have included the necessary diagrams to show the requirements for the hardware platform, as well as a description of the PC workstation requirements.



**2.2 Database Server(s).** IFAS is deployed in an N-tier architecture and resides on a either a Windows or UNIX database server and hosts backend portions of the application. SunGard will create the database instance on the database server.

The database server should be configured with two tape drives (DLT, DAT or Ultrium Drives), a system printer, performance monitoring software, Gigabit Ethernet and or FDDI network card(s), operating system, Console/Monitor, UPS, a separate test account, and disk space sized for the amount of historical data to be kept online. UNIX-based servers require an ANSI-C Compiler provided by the vendor.

**2.3 Application Server(s).** In a Windows database environment, the IFAS application is installed on an application server that connects to the database and application web servers. A DVD-ROM drive is required for receiving IFAS updates.

**2.4 Web Server(s).** Portions of the IFAS application reside on Windows 2003 web servers. SunGard recommends a Windows 2003 Server with dual 1Ghz processors (minimum), dual NIC cards, 2 disk drives in a mirrored RAID configuration, and 2 GB of memory. One such server should be configured for each increment of 50 concurrent users for the "Production" environment. We also recommend a Windows 2003 server to be available for a test environment. The test environment can be used to test configuration choices, train new users, and to stage software upgrades. The Windows 2003 servers are configured as a server farm using Windows load balancing so the servers equally share the client load and have automatic fail-over support. This configuration also simplifies server maintenance and upgrades. Also note that if Documents Online is to be used, one server must be configured with a DVD Read/Write drive.

## **2.5 Customer Server Hardware**

Customer agrees to purchase the following hardware from SunGard as part of this Agreement.

### **Production Account**

- **One (1) Production SQL Database Server**
  - Dual Xeon 3.06 GHz Processors
  - 4 GB RAM
  - 7 – hot-swappable 73GB Disk Drives
  - DVD Drive
  - Floppy Drive
  - Dual 10/100/1000 NICs
  - Windows 2003 Server License with 5 CALS, plus media
  
- **One (1) IFAS Production Application Server**
  - Dual Xeon 3.06 GHz Processors
  - 2 GB RAM
  - 2 – hot-swappable 73GB Disk Drives
  - DVD Drive
  - Floppy Drive
  - Dual 10/100/1000 NICs
  - Windows 2003 Server License with 5 CALS, plus media

- **Two (2) 7i Production Web Servers**

- Dual Xeon 3.06 GHz Processors
- 4 GB RAM
- 2 – hot-swappable 36GB Disk Drives
- DVD Drive
- Floppy Drive
- Dual 10/100/1000 NICs
- Windows 2003 Server License with 5 CALS, plus media

**Test Account**

- **One (1) SQL / IFAS Application / 7i Test Server**

- Dual Xeon 3.06 GHz Processors
- 4 GB RAM
- 7 – hot-swappable 73GB Disk Drives
- DVD Drive
- Floppy Drive
- Dual 10/100/1000 NICs
- Windows 2003 Server License with 5 CALS, plus media

**3.0 Workstations.**

**3.1 Desktop Workstations.** In addition to the UNIX server and the Windows 2003 servers, the desktop systems should meet the specifications below.

**3.1.1 Hardware for Light Users (light data entry and data retrieval):**

Pentium 1.5GHz  
256MB RAM  
4 GB of free disk space  
17" Monitor 1024x768

**3.1.2 Hardware for Heavy Users (heavy data entry, workflow design and report design):**

Pentium 2+GHz,  
512MB+ RAM  
4 GB free disk space  
19" Monitor 1280x1024

**3.1.3 Software.** Supported software for desktop computers are:

3.1.3.1 Windows 2000

3.1.3.2 Windows XP Professional (preferred)

**3.1.4 Windows 95, 98, ME, NT, and XP Home are not supported.**

**3.1.5 Workstations are required to be running Microsoft IE 6.0**

**4.0 Peripherals.**

It is recommended that all peripherals be configured with Network Interface Cards (NICs).

**4.1 Printers.** IFAS will support any PCL5 compatible printer with the exception of the HP5si or any Troy printers.

**4.2 Scanners.** For workstations used to view or process Images or Documents, there are a few additional requirements beyond the standard SunGard recommendations:

**4.2.1** If Images or Documents will be viewed on the workstation then extra screen real estate is very important, namely 1280x1024 on a 19" monitor.

**4.2.2** Workstations with a significant amount of Image or Document Capture should support 1280x1024 (or higher) on a 21" monitor. Approximately 10GB of free disk space should be available for temporary storage.

**4.3 Documents Online Scanner Hardware Requirements.**

**4.3.1 Simple Attachment.** This method of image acquisition is intended for simple documents or images and therefore does not require anything other than the minimum TWAIN functionality listed below. In the event that a scanner is to be used for this attachment type that does not have a TWAIN driver or its driver fails to meet the minimum scanner requirements, a work around is to scan the image to the file system and then attach from that location within the capture program.

**4.3.2 Batch Attachment.** This method of image acquisition is intended for Document attachment (example: Scanning Purchase Orders) and provides a more complex user interface. It also requires a scanner with a sheet feeder. In most cases, this limits the hardware to mid to high end scanners.

**4.3.3 TWAIN Requirements.** Any scanner to be used with Documents Online must also come with a TWAIN driver and be a TWAIN compatible device. The following are the capabilities Documents Online will expect from the scanner and the TWAIN messages used during the scanning process. For the most part this should fall well within any minimum TWAIN implementation.

**4.3.3.1 Required Capabilities.**

CAP\_XFERCOUNT  
CAP\_FEEDERENABLED  
ICAP\_UNITS  
ICAP\_PIXELTYPE  
ICAP\_BITDEPTH  
ICAP\_XRESOLUTION  
ICAP\_YRESOLUTION  
ICAP\_BRIGHTNESS  
ICAP\_CONTRAST  
ICAP\_THRESHOLD  
TW\_IMAGEINFO  
TW\_IMAGELAYOUT  
TW\_PENDINGXFERS

#### 4.3.3.2 Standard TWAIN Messages Used.

MSG\_GET  
MSG\_SET  
MSG\_OPENDSM  
MSG\_GETDEFAULT  
MSG\_CLOSEDISM  
MSG\_OPENDS  
MSG\_USERSELECT  
MSG\_ENABLEDS  
MSG\_IMAGENATIVEXFER  
MSG\_ENDXFER  
MSG\_RESET

**5.0 Required 3<sup>rd</sup> Party Software.** The following 3<sup>rd</sup> Party applications are required for IFAS. A separate license may be required for each product if a Test environment will be created.

#### 5.1 Windows Platform.

**5.1.1 Micro Focus Cobol.** A runtime license is required for executing compiled Cobol. A development license is not necessary.

**5.1.2 MKS for System Administrators.** Provides a UNIX scripting environment.

**5.1.3 DBMS.** Microsoft SQL Server 2000 and 2005 are both supported.

**5.1.4 QueriX.** A runtime license is required for executing compiled 4GL code. A development license is not necessary.

#### 6.0 SafetyNet Support.

SafetyNet is a dedicated, pre-configured server that resides at the client site, utilizing Microsoft Virtual Private Network to provide connectivity to the client's IFAS system for support. SafetyNet uses a single technology for VPN connections as a mechanism to improve reliability, ease of administration, and provide tighter control for security and support staff access to your network. The SafetyNet server restricts the firewall opening to an authenticated port, and establishes a connection between SunGard, Bi-Tech and the client site only. In addition the SafetyNet server allows the establishment of a VPN tunnel where the encryption of data passing through the Internet safeguards the authentication and data transfer. The SafetyNet solution assures premium support and is necessary for Help Desk access to PC/Web based software. SafetyNet does not support other VPN mechanisms.

Customer is responsible for the costs related to maintaining the SafetyNet engine (including the applying updates and patches), and for telephone toll charges associated with remote on-line support.

**7.0 Test Environment Recommendation.** SunGard recommends the Customer plan hardware configurations to include a designated test environment. Such reserved



accounts can reside on a production server or on a separate server, and are used for software testing, internal training, and for processing software updates prior to moving such updates to production accounts.

**7.1** There are two options for providing test environments:

**7.1.1** A separate and distinct test account to be configured on the production database server, with one of the Windows 2003 7i servers designated for testing.

**7.1.2** A second alternative is to install a separate server dedicated to testing, with a similarly dedicated Windows 2003 7i server. Larger customers should plan and budget for such an environment, which may also act as a possible disaster recovery server. Servers allocated to test accounts are typically smaller than production servers because they are intended to support fewer concurrent users and contain a sub-set of production data.

**When both a production server and a test server are installed at a site, supporting third party software must be licensed for both systems, but SunGard's IFAS software requires no added licensing and can be copied into accounts residing on both servers.**

## **8.0 Backup and Recovery.**

We recommend using a RAID solution that incorporates mirroring, such as RAID 1/0. Backups of both the file system and the database should be done on a daily basis. If automated backups are desired, then a third party backup software solution (e.g., Veritas, Omniback, etc.) would have to be purchased separately. Tools and facilities to backup the software are included with your selected hardware system and database engine.

Tools and utilities to backup the software or database may be included with your selected hardware system (HP, IBM, X86 or SUN) and database engine (Oracle, Informix or SQL).

### **8.1 Types of backups to perform.**

**8.1.1** The OS file system.

**8.1.2** The database server (data plus logs).

### **8.2 Recommended backup frequency.**

**8.2.1 Daily.** Partial file system backup and full database backup. Retain for 1 to 2 weeks.

**8.2.2 Weekly.** Full file system backup and full database backup. Retain for 1 to 3 months.

**8.2.3 As needed (typically at least daily).** Database transaction logs. Retain for 1 week. For the file system backup commands, please refer to your specific OS manual.

**The setup and configuration of the backup and recovery process is the Customer's responsibility.**

## **9.0 System Administration Responsibilities.**

Throughout the life cycle of IFAS, the IT department plays a critical role. The success of IFAS at an organization is dependent upon the IT staff's understanding and participation. Regular maintenance by the IT staff ensures an efficient and productive environment for end users. In an attempt to prepare the IT staff for it's role, we have provided an outline of the responsibilities of the IT staff.

At SunGard Bi-Tech Inc., we understand that each client is unique. Each of the following client responsibilities may be a separate employee position or a single individual make take responsibility for all. Each duty listed may have different levels of significance for each installation.

### **9.1 RDBMS Database Administration.**

- 9.1.1 Management of backup processes and procedures.
- 9.1.2 Management of transaction log files; backup and restoration of log files.
- 9.1.3 Implementation and verification of disaster recovery plan.
- 9.1.4 Monitor database table extents and adjust as needed.
- 9.1.5 Update database statistics and table indices.
- 9.1.6 Monitor database engine performance and tune as needed
- 9.1.7 Monitor database size and growth.
- 9.1.8 Maintain database security.
- 9.1.9 Maintain production and test databases.
- 9.1.10 Upgrade and installation of database software and configuration.
- 9.1.11 Involvement in the upgrade/installation of IFAS software.
- 9.1.12 Manage database products support contracts, products support calls.
- 9.1.13 Attend appropriate database classes for system administration, SQL and database tuning.

### **9.2 Operating System Administration Responsibilities.**

- 9.2.1 Management of file system backup processes and procedures.
- 9.2.2 Implementation and management of disaster recovery plan.
- 9.2.3 Disk space management.
- 9.2.4 Printer/spooler setup and management.
- 9.2.5 File system maintenance.
- 9.2.6 Backup and removal of temporary files (e.g., /tmp, /ifas/admin/tmp).
- 9.2.7 Backup and removal of posted files (e.g., /ifas/admin/posted).
- 9.2.8 Creation of user logins.
- 9.2.9 System performance monitoring and tuning as needed.
- 9.2.10 Login scripts.
- 9.2.11 Backup scripts.
- 9.2.12 Cron jobs.
- 9.2.13 Terminal configurations.
- 9.2.14 Manage 3<sup>rd</sup> party support contracts as well as update and install 3rd party products.
- 9.2.15 Kernal configurations and adjustments.
- 9.2.16 Monitor console messages.
- 9.2.17 Manage support calls to hardware vendor.

9.2.18 Attend appropriate system management classes offered by hardware vendors.

**9.3 Network/PC Application Administration Responsibilities.**

9.3.1 Connectivity of host to LAN.

9.3.2 Installation/configuration of networking software on workstations (e.g., TCP/IP).

9.3.3 Installation/configuration of terminal emulation software on workstations.

9.3.4 Configuration of LDAP.

9.3.5 Setup/configuration of network print queues.

**9.4 IFAS Application Administration Responsibilities.**

9.4.1 Setup of IFAS security (e.g., Database and Job Running Security classes).

9.4.2 Creation of IFAS users.

9.4.3 Setup and configuration of printers through IFAS.

9.4.4 Implementation of subsystem maintenance (see Subsystem User Guides for details).

9.4.5 Customizations to question defaults, menus.

9.4.6 Monthly run of Batch Status Reports (e.g., SYUTBS).

9.4.7 Monthly run of Name Match utility in subsystems (e.g., ARUTMT).

9.4.8 Manage batch jobs, priorities

9.4.9 Contact for SunGard Bi-Tech support calls, problems descriptions, HFS release information.

9.4.10 Assistance in data uploading/downloading.

9.4.11 Attend appropriate training classes offered by SunGard Bi-Tech.

9.4.12 Management of production, training and test environments.

9.4.13 Management of custom software changes.

9.4.14 Management of IFAS software upgrades (i.e. HFS).

**AMENDMENT #1 TO THE SOFTWARE LICENSE AND SERVICES AGREEMENT  
And Add-On Quote 00013379**

**INYO COUNTY, CA**  
("Customer")

and

**SUNGARD PUBLIC SECTOR, LLC.**  
("SunGard Public Sector")

This Amendment (the "Amendment") amends the parties' Software License and Services Agreement to with an Execution Date of March 10, 1992 (the "Agreement") expressly as provided for in this Amendment.

The Execution Date of this Amendment is the latest date shown on the signature page of this Amendment.

Customer and SunGard Public Sector, intending to be legally bound, agree as follows:

1. Defined Terms. Except as otherwise set forth herein, each defined term in the Agreement has the meaning ascribed to that term in the Agreement when the term is used in this Amendment.
2. Amendment to and Modification of Software License Agreement.

The Agreement is amended and modified as follows:

- (a) The following Products and Services have been added to the Agreement:

**SEE ATTACHED EXHIBIT 1**

3. Integration Provision. Except as expressly modified by this Amendment, the Agreement shall remain in full force and effect. As of the Execution Date, the Agreement, as further amended by this Amendment constitutes the entire understanding of the parties as regards the subject matter hereof and cannot be modified except by written agreement of the parties.

**INYO COUNTY, CA**

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

PRINT TITLE: \_\_\_\_\_

DATE SIGNED: \_\_\_\_\_

**SunGard Public Sector, LLC**

DocuSigned by:

BY:     *Lisa Neumann*    

F4F503AE4002479 Lisa Neumann

PRINT NAME: \_\_\_\_\_

PRINT TITLE:     Controller    

DATE SIGNED:     10/17/2016

**Exhibit 1**

**<Insert>**

**Quote #00013379**



# Add-On Quote

<b>Quote Prepared By:</b> Jim Nelson 1000 Business Center Dr Lake Mary, FL 32746 Phone: (407) 304-3866 Fax: Email: james.nelson@sungardps.com	<b>Quote Prepared For:</b> Amy Shepherd Inyo County, CA Independence, CA 93526 760-878-0254
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<b>Quote</b>	<b>Date</b>	<b>Valid Until</b>
Q-00013379	11/11/2015	02/11/2016

**License Fees**

<b>Tools</b>					
Product Code	Product Name	Quantity	Ext Price	Total	Maintenance
OS-CRCPT	ONESolution Cash Receipts	1	0.00	0.00	1,410.00
<b>Totals:</b>			<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,410.00</b>

<b>Third Party</b>					
Product Code	Product Name	Quantity	Ext Price	Total	Maintenance
MKST-MIGR	MKS SQL to SQL Migration	1	0.00	0.00	
OS-GCOREIF	ONESolution Global Core-IFAS	1	1,428.00	1,428.00	230.00
<b>Totals:</b>			<b>\$1,428.00</b>	<b>\$1,428.00</b>	<b>\$230.00</b>

**Professional Services**

<b>Services</b>										
Product Code	Product Name	Proj Mgmt	Install/Tech	Training	Impl Svcs	Consulting	Conversion	Development	Total Services	
OS-UPG-7.9-S	ONESolution 7.9 SQL to SQL	Base Price:	19,200.00	28,000.00	28,000.00	0.00	0.00	0.00	12,800.00	88,000.00
QL-FINHP	Migration-ONESolution Current Version Upgrade-Finance & HR/PY									
PS-WU	Weekend Uplift	Base Price:	0.00	1,750.00	0.00	0.00	0.00	0.00	0.00	1,750.00
<b>Totals:</b>			<b>\$19,200.00</b>	<b>\$29,750.00</b>	<b>\$28,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$12,800.00</b>	<b>\$89,750.00</b>

<b>Tools</b>										
Product Code	Product Name	Proj Mgmt	Install/Tech	Training	Impl Svcs	Consulting	Conversion	Development	Total Services	
OS-CRCPT	ONESolution Cash Receipts	Base Price:	1,280.00	0.00	1,280.00	0.00	0.00	0.00	0.00	2,560.00
<b>Totals:</b>			<b>\$1,280.00</b>	<b>\$0.00</b>	<b>\$1,280.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,560.00</b>

**SunGard Products and Services**

<b>Professional Services:</b>	<b>\$92,310.00</b>
<b>Maintenance:</b>	<b>\$1,410.00</b>

## Exhibit 1

<b>Third Party Products and Services</b>	
<b>Third Party License Fees:</b>	\$1,428.00
<b>Maintenance:</b>	\$230.00
<b>Quote Total:</b>	<b>\$93,738.00</b>

**Product Notes**

OS-CRCPT: If over the counter credit cards are to be processed, a subscription to SunGard Transaction Manager (KT) is required.

**Comments:**

Review of client's customizations is required. A pre-contract call between funded developer and client must be scheduled to scope any existing customizations.

It is recommended that the Business Process Review (BPR) (BPR-OS-FIN or BPR-OS-FIN-HR) is completed pre-contract so findings can be included in pricing and Statement of Work. (This is included on a separate stand-alone proposal. **\*\*PLEASE NOTE THAT THE OUTCOME OF THE BPR MAY RESULT IN MODIFICATIONS TO THIS PROPOSAL**)

ONESolution Cash Receipts (OS-CRCPT) is required if client already owns or is purchasing ONESolution Accounts Receivable (OS-FIN-AR). Exchange the license fees if OS-CRCPT is a like-for-like application.

Per Inyo County's request, due to current staffing levels, the Cognos Business Intelligence/Business Analytics Reporting and Dashboard software and related services have been removed from this proposal and will be considered during a later date.

**SUMMARY OF UPGRADE SERVICES PROPOSED:**

Install and Initial Data Migration-40  
 Post Installation Verification-40  
 SA/DBA Training-8  
 Mock Data Roll-24  
 Final Data Roll and Go Live-24  
 Test Account Creation-24  
 \*Installation Total-160

Workflow/Report Dev Asst.-40  
 Review of Custom-24  
 \*Development Total -64

Finance Training-138  
 HR/PY Training-37  
 \*Training Total -175

Project Management-120

**Exhibit 1****Payment terms as follows, unless otherwise notated below for Special Payment Terms by Product:**

License, Project Management, Consulting, Technical Services, Conversion, Third Party Product Software and Hardware Fees are due upon execution of this Quote. Training fees and Travel & Living expenses are due as incurred monthly. Installation is due upon completion. Custom Modifications, Conversions, System Change Requests or SOW's for customization, and Third Party Product Implementation Services fees are due 50% on execution of this Quote and 50% due upon invoice, upon completion. Unless otherwise provided, other Professional Services are due monthly, as such services are delivered. Additional services, if requested, will be invoiced at then-current rates. Any shipping charges shown are estimated only and actual shipping charges will be due upon invoice, upon delivery.

SunGard Public Sector Application Annual Support: Customer is committed to the initial term of Maintenance and Support Services for which the support fee is included in the License fee(s) and begins upon execution of this Quote and extends for a twelve (12) month period. Subsequent terms of support will be for twelve (12) month periods, commencing at the end of the prior support period. Support fees shown are for the second term of support for which SunGard Public Sector is committed and which shall be due prior to the start of that term. Fees for subsequent terms of support will be due prior to the start of each term at the then-prevailing rate. Subsequent terms will renew automatically until such time SunGard Public Sector receives written notice from the Customer thirty (30) days prior to the expiration of the then current term. Notification of non-renewal is required prior to the start of the renewal term. Customer will be invoiced, and payment is due, upon renewal.

Third Party Product Annual Support Fees: The support fee for the initial annual period is included in the applicable Third Party Product License fees(s) unless otherwise stated. Subsequent terms invoiced by SunGard Public Sector will renew automatically at then-prevailing rates until such time SunGard Public Sector receives written notice of non-renewal from the Customer ninety (90) days in advance of the expiration of the then-current term. Notification of non-renewal is required prior to the start of the renewal term. Customer will be invoiced, and payment is due, upon renewal. As applicable for certain Third Party Products that are invoiced directly by the third party to Customer, payment terms for any renewal term(s) of support shall be as provided by the third party to Customer.



## Exhibit 1

**Additional Terms:**

Any interfaces listed above are interfaces only. Customer shall be responsible for obtaining the applicable software, hardware and system software from the appropriate third party vendor.

The Component Systems identified above are "Licensed Programs" or "Licensed Systems" licensed by SunGard Public Sector and are provided in and may be used in machine-readable object code form only.

Applicable taxes are not included, and, if applicable, will be added to the amount in the payment of invoice(s) being sent separately. Travel and living expenses may be in addition to the prices quoted above and shall be governed by the SunGard Public Sector Corporate Travel and Expense Reimbursement Policy.

The date of delivery is the date on which SunGard Public Sector delivers, F.O.B. SunGard Public Sector's place of shipment, the Component Systems to Customer.

The SunGard Public Sector application software warranty shall be for a period of one (1) year after delivery. There is no Testing and Acceptance period on the Licensed System(s) herein.

Preprinted conditions and all other terms not included in this Quote or in the Contract and Agreement, stated on any purchase order or other document submitted hereafter by Customer are of no force or effect, and the terms and conditions of the Contract and Agreement and any amendments thereto shall control unless expressly accepted in writing by SunGard Public Sector to Customer.

Third party hardware/software maintenance and/or warranty will be provided by the third party hardware and software manufacturer(s). SunGard Public Sector makes no representations as to expected performance, suitability, or the satisfaction of Customer's requirements with respect to the hardware or other third party products specified in this Quote. The return and refund policy of each individual third party hardware/software supplier shall apply.

This Agreement is based on the current licensing policies of each third party software manufacturer as well as all hardware manufacturers. In the event that a manufacturer changes any of these respective policies or prices, SunGard Public Sector reserves the right to adjust this proposal to reflect those changes.

Should Customer terminate this agreement per any "Term of Contract" Section of the Contract and Agreement, as may be applicable for certain customers, Customer agrees to pay, immediately upon termination, the remaining balance for all hardware, software, and services delivered prior to the termination date together with travel reimbursements, if any, related to the foregoing. Notwithstanding any language in the Contract and Agreement to the contrary, the purchase of support services is NOT necessary for the continuation of Customer's License.

Pricing for professional services provided under this quote is a good faith estimate based on the information available to SunGard Public Sector at the time of execution of this Quote. The total amount that Customer will pay for these services will vary based on the actual number of hours of services required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to SunGard Public Sector's then-current rates for the services at issue.

For training and on-site project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses.

**AMENDMENT # 2 TO THE SOFTWARE LICENSE AND SERVICES AGREEMENT**

**INYO COUNTY, CA**

("Customer")  
and

**SUPERION, LLC**  
("Superion")

This Amendment (the "Amendment") amends the parties' Software License and Services Agreement to with an Execution Date of December 18, 2006, and Amendment #1 (Quote No. 00013378) with an Execution Date of February 9, 2016 (collectively, the "Agreement") expressly as provided for below.

WHEREAS, Superion, LLC ("Superion") is a limited liability company formed on November 18, 2016, under the laws of the State of Delaware and is the successor in interest to SunGard Bi-Tech, LLC, a limited liability company formed under the laws of the State of Delaware; and

WHEREAS, the Parties intend to amend the Agreement to include the software licenses, related services, maintenance and third party products identified in Add-On Quote No. 00013379 to upgrade Customer's current Financial and Payroll software applications through a migration from IFAS Version 7.9.12 to Superion's current and supported software, ONESolution V16.2, which includes new features in support of Federal and State reporting compliance and current hardware and operating systems release requirements.

Customer and Superion intending to be legally bound, agree as follows:

1. Parties. Superion shall replace SunGard Bi-Tech, LLC as a party to the Agreement.
2. Defined Terms. Except as otherwise set forth herein, each defined term in the Agreement has the meaning ascribed to that term in the Agreement when the term is used in this Amendment.
3. Amendment to and Modification of Software License Agreement.

The following Exhibits, including the services and costs therein, are added to the Agreement:

- EXHIBIT 1 - Add-On Quote 00013379**
- EXHIBIT 2 – Travel Expense Guidelines**
- EXHIBIT 3 – Statement of Work**

3. Integration Provision. Except as expressly modified by this Amendment, the Agreement shall remain in full force and effect. As of the Execution Date, the Agreement, as further amended by this Amendment constitutes the entire understanding of the parties as regards the subject matter hereof and cannot be modified except by written agreement of the parties.

4. Effective Date. The Execution Date of this Amendment is the latest date shown on the signature page of this Amendment.

**INYO COUNTY, CA**

**SUPERION, LLC**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

PRINT TITLE: \_\_\_\_\_

PRINT TITLE: \_\_\_\_\_

DATE SIGNED: \_\_\_\_\_

DATE SIGNED: \_\_\_\_\_



# Add-On Quote

**Quote Prepared By:**

Jim Nelson  
 1000 Business Center Dr  
 Lake Mary, FL 32746  
 Phone: (407) 304-3866 Fax:  
 Email: james.nelson@superion.com

**Quote Prepared For:**

Amy Shepherd, Auditor-Controller  
 Inyo County  
 Independence, CA 93526  
 (760) 878-0343

Quote	Date	Valid Until
Q-00027206	05/09/2017	06/30/2017

**License Fees**

**Tools**

Product Code	Product Name	Quantity	Ext Price	Maintenance
OS-CRCPT	ONESolution Cash Receipts	1	0.00	1,072.00
<b>Totals:</b>			<b>\$0.00</b>	<b>\$1,072.00</b>

**Third Party License Fees**

Product Code	Product Name	Quantity	Ext Price	Maintenance
OS-EC-IF	ONESolution Enterprise Core SQL to SQL-IFAS	1.00	2,470.00	395.20
<b>Totals:</b>			<b>\$2,470.00</b>	<b>\$395.20</b>

**Professional Services**

**Services**

Product Code	Product Name	Proj Mgmt	Installation	Tech Svcs	Training	Impl Svcs	Consulting	Development	Total Services
OS-UPG-7.9-SQL-FIN	ONESolution 7.9 SQL to SQL	19,200.00	28,000.00	-	28,000.00	-	-	12,800.00	88,000.00
P	Migration-ONESolution Current Version								
PS-WU	Upgrade-Finance & HR/PY Weekend Uplift	-	2,800.00	-	-	-	-	-	2,800.00
<b>Ext Price:</b>									
<b>Totals:</b>		<b>\$19,200.00</b>	<b>\$30,800.00</b>	<b>-</b>	<b>\$28,000.00</b>	<b>-</b>	<b>-</b>	<b>\$12,800.00</b>	<b>\$90,800.00</b>

**Tools**

Product Code	Product Name	Proj Mgmt	Installation	Tech Svcs	Training	Impl Svcs	Consulting	Development	Total Services
OS-CRCPT	ONESolution Cash Receipts	1,280.00	-	-	1,280.00	-	-	-	2,560.00
<b>Ext Price:</b>									
<b>Totals:</b>		<b>\$1,280.00</b>	<b>-</b>	<b>-</b>	<b>\$1,280.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>\$2,560.00</b>

**Product & Services**

<b>Professional Services:</b>	<b>\$93,360.00</b>
<b>Third Party License Fees:</b>	<b>\$2,470.00</b>
<b>Subtotal:</b>	<b>\$95,830.00</b>

## Exhibit 1

<b>Total:</b>	\$95,830.00
<b>Maintenance:</b>	\$1,072.00
<b>Third Party Maintenance:</b>	\$395.20

### **Product Notes**

OS-CRCPT: If over the counter credit cards are to be processed, a subscription to Superior Transaction Manager (KT) is required.

#### **Payment terms as follows, unless otherwise notated below for Special Payment Terms by Product:**

License, and Third Party Product Software and Hardware Fees are due upon execution of the Amendment. Third Party Product Implementation Services are due 50% on the execution of the Amendment and 50% upon invoice, upon completion.

Project Management, Consulting, Technical Services, Conversion, Custom Modifications, System Change Requests, or SOW s for customizations are due as incurred and subject to prior Acceptance of Services (as defined below).

Acceptance of Services: Customer will notify Superior in writing of its acceptance non-acceptance of the applicable within twenty (20) days after receipt of invoice. If Customer fails to give written notice within the specified timeframe, the services will be deemed accepted. Any notice of non-acceptance must be based solely upon non-performance in accordance with the provisions and specifications contained in this Exhibit 1 or the Amendment or applicable SOW.

Training fees are due as incurred monthly. Travel & Living expenses are due pursuant to the Superior corporate reimbursement guidelines in the attached Exhibit 2 Travel Expense Guidelines. Installation is due upon completion. Unless otherwise provided, other Professional Services are due monthly, as such services are delivered. Additional services, if requested, will be invoiced at then-current rates. Any shipping charges shown are estimated only and actual shipping charges will be due upon invoice, upon delivery.

Superior Application Annual Support: Customer is committed to the initial term of Maintenance and Support Services for which the support fee is included in the License fee(s) and begins upon execution of this Quote and extends for a twelve (12) month period. Subsequent terms of support will be for twelve (12) month periods, commencing at the end of the prior support period. Support fees shown are for the second term of support for which Superior is committed and which shall be due prior to the start of that term. Fees for subsequent terms of support will be due prior to the start of each term at the then-prevailing rate. Subsequent terms will renew automatically until such time Superior receives written notice from the Customer thirty (30) days prior to the expiration of the then current term. Notification of non-renewal is required prior to the start of the renewal term. Customer will be invoiced, and payment is due, upon renewal.

Third Party Product Annual Support Fees: The support fee for the initial annual period is included in the applicable Third Party Product License fees(s) unless otherwise stated. Subsequent terms invoiced by Superior will renew automatically at then-prevailing rates until such time Superior receives written notice of non-renewal from the Customer ninety (90) days in advance of the expiration of the then-current term. Notification of non-renewal is required prior to the start of the renewal term. Customer will be invoiced, and payment is due, upon renewal. As applicable for certain Third Party Products that are invoiced directly by the third party to Customer, payment terms for any renewal term(s) of support shall be as provided by the third party to Customer.

**Additional Terms:**

Any interfaces listed above are interfaces only. Customer shall be responsible for obtaining the applicable software, hardware and system software from the appropriate third party vendor.

The Component Systems identified above are "Licensed Programs" or "Licensed Systems" licensed by Superion and are provided in and may be used in machine-readable object code form only.

Applicable taxes are not included, and, if applicable, will be added to the amount in the payment of invoice(s) being sent separately. Travel and living expenses may be in addition to the prices quoted above and shall be governed by the Superion Corporate Travel and Expense Reimbursement Policy.

The date of delivery is the date on which Superion delivers, F.O.B. Superion's place of shipment, the Component Systems to Customer.

The Superion application software warranty shall be for a period of one (1) year after delivery. There is no Testing and Acceptance period on the Licensed System(s) herein.

Preprinted conditions and all other terms not included in this Quote or in the Contract and Agreement, stated on any purchase order or other document submitted hereafter by Customer are of no force or effect, and the terms and conditions of the Contract and Agreement and any amendments thereto shall control unless expressly accepted in writing by Superion to Customer.

Third party hardware/software maintenance and/or warranty will be provided by the third party hardware and software manufacturer(s). Superion makes no representations as to expected performance, suitability, or the satisfaction of Customer's requirements with respect to the hardware or other third party products specified in this Quote. The return and refund policy of each individual third party hardware/software supplier shall apply.

This Agreement is based on the current licensing policies of each third party software manufacturer as well as all hardware manufacturers. In the event that a manufacturer changes any of these respective policies or prices, Superion reserves the right to adjust this proposal to reflect those changes.

Should Customer terminate this agreement per any "Term of Contract" Section of the Contract and Agreement, as may be applicable for certain customers, Customer agrees to pay, immediately upon termination, the remaining balance for all hardware, software, and services delivered prior to the termination date together with travel reimbursements, if any, related to the foregoing. Notwithstanding any language in the Contract and Agreement to the contrary, the purchase of support services is NOT necessary for the continuation of Customer's License.

Pricing for professional services provided under this quote is a good faith estimate based on the information available to Superion at the time of execution of this Quote. The total amount that Customer will pay for these services will vary based on the actual number of hours of services required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to Superion's then-current rates for the services at issue.

Except when training has been scheduled by Superion with less than fourteen (14) days notice, Customer is responsible for entire price of the training or on-site project management plus incurred expenses for training and on-site project management sessions which are canceled at the request of Customer within fourteen (14) days of the scheduled start date. All training is to be approved by the Customer prior to being booked.

## Exhibit 2

### **SUPERION TRAVEL EXPENSE GUIDELINES**

Superion will adhere to the following guidelines when incurring travel expenses:

**All arrangements for travel are to be made through the Superior Corporate Travel Agent unless other arrangements have been made with the Customer and are documented in writing.**

**AIR TRAVEL** – Superion will use the least expensive class of service available with a minimum of seven (7) day, maximum of thirty (30) day, advance purchase. Upon request, Superion shall provide the travel itinerary as the receipt for reimbursement of the airfare and any fees. Fees not listed on the itinerary will require a receipt for reimbursement.

Trips fewer than 250 miles round are considered local. Unless a flight has been otherwise approved by the Customer, Customer will reimburse the current IRS approved mileage rate for all local trips.

**LODGING** –Superion will use the most reasonable accommodations possible, dependent on the city. All food items, movies, and phone/internet charges are not reimbursable.

**RENTAL CAR** – Compact or Intermediate cars will be required unless there are three or more Superior employees sharing the car in which case the use of a full size car is authorized. Gas is reimbursable however, pre-paid gas purchases will not be authorized and all rental cars are to be returned with a full tank of gas. Upon request, receipts for car rental and gas purchases will be submitted to Customer. Superion shall decline all rental car insurance offered by the car rental agency as staff members will be covered under the Superior auto insurance policy. Fines for traffic violations are not reimbursable expenses.

**OTHER TRANSPORTATION** – Superion staff members are expected to use the most economical means for traveling to and from the airport (Airport bus, hotel shuttle service). Airport taxi or mileage for the employee's personal vehicle (per IRS mileage guidelines) are reimbursable if necessary. Upon request, receipt(s) for the taxi will be submitted to Customer. Proof of mileage may be required and may be documented by a readily available electronic mapping service. The mileage rate will be the then-current IRS mileage guideline rate (subject to change with any change in IRS guidelines).

**OTHER BUSINESS EXPENSES** – Parking at the airport is reimbursable. Tolls to and from the airport and while traveling at the client site are reimbursable. Tipping on cab fare exceeding 15% is not reimbursable. Porter tips are reimbursable, not exceeding \$1.00 per bag. Laundry is reimbursable when travel includes a weekend day or Company Holiday and the hotel stay is four nights or more. Laundry charges must be incurred during the trip and the limit is one shirt and one pair of pants/skirt per day. With the exception of tips, receipts shall be provided to Customer upon request for all of the aforementioned items.

**MEALS** – **Standard per Diem. Subject to change due to cost of living.**

## Exhibit 3

<Insert>

## Introduction

This document is the Statement of Work (SOW) for the implementation of Services with respect to the migration from IFAS to the Solution software expressly identified in the Order (the “Agreement”). This SOW is incorporated into the Agreement.

The SOW is intended to be a planning and control document, not the detailed requirements or design of the solution.

The Deliverables listed herein are considered requirements of the project and have an assigned lead which has been noted in the columns below. Upon project initiation your organization will be provided a Welcome Packet that encompasses all of the tools available to manage the project with your organization.

## Definitions of Terms and Services

Scope Definition	Scope Description	Customer Deliverables/Actions	Superion Deliverables/Actions
<b>Installation Services Scope</b>			
<b>Installation and Initial Data Migration</b>	Initial Installation and Data Migration is the installation of the ONESolution file system and the migration of data from the existing production environment to a pre-production environment.	<ul style="list-style-type: none"> <li>• <b>Hardware Set Up</b></li> <li>• <b>Completed</b></li> <li>• <b>Pre-Install Checklist</b></li> <li>• <b>Attend Discovery Call</b></li> <li>• <b>Review and Signoff on Completed SOW</b></li> </ul>	<ul style="list-style-type: none"> <li>• <b>Pre-Install Checklist</b></li> <li>• <b>Discovery Call</b></li> <li>• <b>Statement of Work</b></li> <li>• <b>Post Action Report</b></li> </ul>
<b>Post Installation Verification</b>	Post Install Verification is an in depth validation of the system post install. Customer specific set up, configuration and data validation is the customer responsibility for testing and validation. The intent of the verification is to ensure system readiness for customer and consulting activities.	<ul style="list-style-type: none"> <li>• <b>Upon System Turnover and Completed Test Plans, Customer to Test and Validate System</b></li> </ul>	<ul style="list-style-type: none"> <li>• <b>Completed Test Plans</b></li> </ul>
<b>SA/DBA Training</b>	SA/DBA Training is ONESolution system administration training. These sessions will be handled via remote distance learning.	<ul style="list-style-type: none"> <li>• <b>Attend Training</b></li> </ul>	<ul style="list-style-type: none"> <li>• <b>Agendas – One week prior to session.</b></li> <li>• <b>Distance Learning Log</b></li> </ul>





			– Within one week of session.
<b>Mock Data Roll</b>	Mock Data Roll is a ‘dress rehearsal’ of the Go-Live Cutover process. Fully scripted with all tasks, resources and people identified and participating.	<ul style="list-style-type: none"> <li>• <b>Attend Discovery Call</b></li> <li>• <b>Review and Signoff on Completed SOW</b></li> <li>• <b>Provide Installer with Items, Setup, or Configuration to be Preserved for Mock Migration</b></li> <li>• <b>Test and Validate System</b></li> </ul>	<ul style="list-style-type: none"> <li>• <b>Discovery Call</b></li> <li>• <b>Statement of Work</b></li> </ul>
<b>Final Data Roll</b>	Final Data Roll is the Go-Live Cutover where pre-production becomes the live production environment. The Final Data Roll typically starts on a Thursday afternoon/evening and runs through the weekend with the live ONESolution production the following Monday.	<ul style="list-style-type: none"> <li>• <b>Attend Discovery Call</b></li> <li>• <b>Review and Signoff on Completed SOW</b></li> <li>• <b>Provide Installer with Items, Setup, or Configuration to be Preserved for Final Migration</b></li> </ul>	<ul style="list-style-type: none"> <li>• <b>Discovery Call</b></li> <li>• <b>Statement of Work</b></li> </ul>
<b>Test Account Creation</b>	Test Account Creation is the creation of the test account which is cloned from the new production environment.	<ul style="list-style-type: none"> <li>• <b>Validate Account</b></li> </ul>	<ul style="list-style-type: none"> <li>• <b>Discovery Call</b></li> <li>• <b>Statement of Work</b></li> </ul>
<b>Weekend Uplift</b>	Weekend Uplift covers the weekend go-live activities.		

Installation Scope Requirements and Notes:

- Customer is responsible for the procurement and installation of hardware based upon Superior’s Recommended Hardware Specifications.
- Superior will perform one initial migration, one mock migration and one final migration as part of the Agreement. Superior will create one Production Account and one Test Account as part of the Agreement. Additional accounts will require additional hours added to the Agreement by mutual written agreement at Superior’s prevailing rates.

**Development Services Scope**

<p><b>Custom Development Discovery</b></p>	<p>Custom Development Discovery is the review and specification writing for any possible changes that may be required to any custom development a customer may have had done in the past. If the specification work is more extensive than what has been quoted in good faith under the Agreement then additional hours for Custom Development may be required. Additional hours will be added to the Agreement by mutual written agreement at Superior’s prevailing rates. Unless otherwise specifically stated within the Agreement, Superior has not included services for Custom Development in the Agreement. Note: Existing custom development items may need to be amended to work in ONESolution. If so, the hours herein will be used for discovery and specification development. Software development hours will be outside of the scope of this agreement.</p>	<p>If applicable, the following is the process for Custom Development Services:</p> <ul style="list-style-type: none"> <li>• <b>Identify Custom Software</b></li> <li>• <b>Complete Work Request Form –</b> Details customization or change requested</li> <li>• <b>Discovery Call(s)</b></li> <li>• <b>Review and Signoff on Completed Task Specifications</b></li> <li>• <b>Test and Validate Customizations</b></li> </ul>	<p>If applicable, the following is the process for Custom Development Services:</p> <ul style="list-style-type: none"> <li>• <b>Discovery Call(s)</b></li> <li>• <b>Task Specification(s)</b></li> </ul> <p>Examples include, but are not limited to Check Writer and ELF Changes, Web Forms, Custom Modifications, Conversions, and Integration with 3<sup>rd</sup> Party Applications.</p>
<p><b>Workflow and CDD Report Development Assistance</b></p>	<p>Workflow and CDD Report Development Assistance is to aid with any workflow or report development that may be required by the upgrade to ONESolution. Superior will migrate all existing workflow models and reports to ONESolution from the organization’s production environment as part of our migration process. We expect</p>	<p>If applicable, the following is the process for Custom Development Services:</p> <ul style="list-style-type: none"> <li>• <b>Identify Workflow or CDD Report Changes</b></li> </ul>	<p>If applicable, the following is the process for Custom Development Services:</p> <ul style="list-style-type: none"> <li>• <b>Discovery Call(s)</b></li> </ul>



the workflow models and reports to achieve the same business functions in ONESolution. The organization’s workflow models and reports must be tested and may require updating due to software, schematic or table changes in the updated version of ONESolution. Customer will test all required reports and workflow models and Superior will update the workflow models and reports as necessary up to the hours included in this SOW.

- **Complete Work Request Form** – Details change requested
- **Discovery Call(s)**
- **Task Specification(s)**

- **Task Specification(s)**

**Development Scope Requirements and Notes:**

- Customer will have 30 days upon delivery to test and validate functionality unless otherwise stated. Upon the 30 day delivery date the task will be considered complete and any additional requests for engagement will be handled under a new task and will be scheduled based on next availability of the Superior resource.

**Consultant Services Scope**

<p><b>Consulting/Training</b></p>	<p>Consulting/Training is a combination of consultative efforts guiding and advising of best practice set up and configuration based on how the system is used, while enhancing the core teams’ knowledge on current functions and features as well as the differences between the current live version and the ONESolution version. Consulting/Training consists of:</p> <ul style="list-style-type: none"> <li>○ Navigation/Desktop Overviews</li> <li>○ Module and Functional Overviews</li> <li>○ Training on the New Security Model</li> <li>○ Training on new Features/Changes</li> <li>○ Tools Analysis</li> <li>○ Go Live Preparation and Testing Support</li> <li>○ Go Live and Post Go Live Support</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Attend Training</b></li> <li>• <b>Complete Homework</b> (if applicable)</li> <li>• <b>Review and Sign Trip/Distance Learning Log</b></li> <li>• <b>Review Milestone Tracking</b></li> <li>• <b>Training and End User Guides</b></li> </ul>	<ul style="list-style-type: none"> <li>• <b>Agendas</b> – One week prior to scheduled session.</li> <li>• <b>Trip/Distance Learning Log</b> – Within one week of session.</li> <li>• <b>Milestone Tracking</b></li> </ul>
<p><b>Business Process Review (if applicable)</b></p>	<p>Business Process Review is an in-depth review of current organization business practices and processes. Superior will make best practice recommendations for process</p>	<ul style="list-style-type: none"> <li>• <b>Provide Current “As Is” Processes</b></li> </ul>	<ul style="list-style-type: none"> <li>• <b>Onsite BPR Interview Sessions</b></li> </ul>



	<p>change and design to the organization based on use of Superior software.          Note: It is our recommendation that a BPR be conducted prior to this engagement for a full scope and analysis for a successful migration to ONESolution.</p>	<ul style="list-style-type: none"> <li>• <b>Attend Interview Sessions per Schedule</b></li> <li>• <b>Review BPR Recommendations</b></li> <li>• <b>Signoff on Completed BPR</b></li> <li>• <b>Determine Which Recommendations to be Implemented During Project</b></li> </ul>	<ul style="list-style-type: none"> <li>• <b>BPR Findings Document with Recommendations</b></li> </ul>
<p><b>Business Process Review Consulting (if applicable)</b></p>	<p>If a BPR was conducted the Customer will want to implement some of the recommendations from the BPR report. The hours in this area will be used to assist the Customer in implementing the recommendations. These may be used for consulting, configuration, training, or development. This effort will be integrated into the project plan.</p>	<ul style="list-style-type: none"> <li>• <b>Identify the recommendations to be implemented.</b></li> </ul>	<ul style="list-style-type: none"> <li>• <b>Incorporate the recommendations to be implemented within the project plan.</b></li> </ul>

Consulting/Training Scope Requirements and Notes:

- This project takes a train the trainer approach. Superior will train the Customer core users and the core users will train end users (if applicable) prior to cutting over and going live. This includes creating Customer specific manuals if necessary. If Customer requests End User Training Services, additional hours will be required and will be added to the Agreement by mutual written agreement at Superior’s prevailing rates.
- Customer is responsible for Testing all aspects of ONESolution. This includes but is not limited to the following:
  - All business processes including payroll
  - Reports and Workflow
  - Security
  - Interfaces

## Project Management Services Scope

<p><b>Project Management</b></p>	<p>Superion will provide a Remote Project Manager (RPM) who will dedicate an estimated average of 10 hours/month with approximately 24 hours spent during the Initiation Phase of the project, unless the Agreement hours states otherwise. Throughout the project, the RPM will keep the project organized from the Superion perspective, on schedule and on budget. A series of project tools are provided to assist your organization's Project Manager in leading the project effort as well.</p>	<ul style="list-style-type: none"> <li>• <b>Review and Sign Charter</b></li> <li>• <b>Attend Project Kickoff</b></li> <li>• <b>Provide Organization Schedule Timely for SG PM to complete Project Plan</b></li> <li>• <b>Participate in Weekly Call with SG PM</b></li> <li>• <b>Test and Validate the System Timely to Provide Feedback in Weekly Calls</b></li> <li>• <b>Complete Go Live Checklist</b></li> </ul>	<ul style="list-style-type: none"> <li>• <b>Project Charter</b></li> <li>• <b>Project Kickoff</b></li> <li>• <b>Project Plan</b></li> <li>• <b>Open Items Log</b></li> <li>• <b>Weekly Status Call with Agenda</b></li> <li>• <b>Monthly Stakeholder Report</b></li> <li>• <b>Go Live Checklist</b></li> </ul>
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### Project Management Scope Requirements and Notes:

- Both Superion and Customer will assign Project Manager's with the requisite skills and leadership authority within the organization to effectively accomplish the goals and complete the scope of the services in this SOW. Superion has allocated hours to cover a 9-12 month project. If the project runs over the allotted RPM hours the Customer may contract for additional hours.
- Customer will participate in weekly project team calls with Superion's Project Manager.
- Customer is responsible for completing the Go-Live Checklist no less than 30 days before go live to ensure full testing has occurred and the customer organization is ready for go live.

## Project Governance and Requirements

### Customer

## Project Sponsor

The project sponsor provides support to the project by allocating resources, providing strategic direction, communicating key issues about the project and the project's overall importance to the organization. The project sponsor will be involved in the project as needed to provide necessary support, oversight, and guidance, but will not participate in day-to-day activities. The project sponsor will empower the steering committee to make critical business decisions for the organization.

## Steering Committee

The Steering Committee will understand and support the cultural change necessary for the project and foster throughout the organization an appreciation of the value of an integrated ERP system. The Steering Committee oversees the project team and the project as a whole. Through participation in regular meetings the Steering Committee will remain updated on all project progress, project decisions, and achievement of project milestones. The Steering Committee will also provide support to the project team by communicating the importance of the project to each member's department along with other department directors in the organization. The Steering Committee is responsible for ensuring that the project has appropriate resources, providing strategic direction to the project team, and is responsible for making timely decisions on critical project or policy issues.

- Provide staff and facilities to the implementation effort as described herein.
- Make final decisions on policy changes as necessary.
- Communicate to governing body as necessary.
- Final escalation point for project issues.
- Meet bi-weekly or more frequently as needed to review progress.
- Approve material changes in the project plan.
- Advise Project Managers on resolution of project issues.
- Immediately resolve any delay in decision-making that could affect the project timeline.

## Project Manager

The customer project manager will coordinate project team members, subject matter experts, and the overall implementation schedule. The Project Manager will be responsible for reporting to the Steering Committee and providing the majority of the organizations change management communications and coaching. The project manager will also be the primary point of contact for the project and will coordinate all activities with the Superior Project Manager.

- Fulfill Go Live dates established in the project plan.
- Monitor and report overall implementation progress (duties of both the Customer and Superior).
- Monitor and report progress on the Customer's responsibilities.
- Immediately notify Superior Project Manager and Executive Steering Committee of any issue that could delay the project
- Supervise the Customer Project Team.
- Fulfill all the Customer project deliverables.
- Provide availability to the infrastructure and facilities as per the project schedule.

- Provide Staff according to the project plan.
- Ensure change management, training and communication are effective (and adjusted accordingly if goals are not met).
- Coordinate, direct, and define pre-Go Live testing by the staff.
- Review and approve staffing changes.
- Foster a learning environment.

## Project Functional Team Leads

Project team members will be the core functional leads for each area in the system. The project team members have detailed subject matter expertise and are empowered to make appropriate business process and configuration decisions in their respective areas.

- Team Leads should include individuals from all major functional areas.
- Coordinate with the project manager in communications and issue resolution.
- Make recommendations to the Project Manager concerning any policy or implementation issues.
- Participate in pre-Go Live testing.
- Assist Superior with configuration of ONESolution.
- Assist with the resolution of issues.
- Identify end users to attend training. Create end-user training documentation. Deliver End-User Training Classes.
- Provide support to the user community in the post production timeframe.
- Define specifications for Development of Interfaces, Workflow, Reports, Forms, and Conversions as necessary.
- Test Interfaces, Workflow, Reports, Forms, Conversions and software functionality as necessary.
- Validate Data.
- Set up security profiles.

## Superion

### Project Manager

- The Superior Project Manager will:
- Manage and monitor go live dates.
- Support Customer Project Manager in monitoring and reporting overall implementation progress.
- Immediately notify Customer Project Manager and Project Sponsor of any issue that could delay the project.
- Fulfill all Superior project deliverables outlined in the SOW.
- Ensure a completed software installation as per the project schedule.
- Provide Superior Staff according to the project plan.
- Facilitate coordination between all Superior departments.
- Monitor the work plan and schedule and make course corrections as necessary.
- Serve as the point person for all project issues (First escalation point).

- Prepare weekly status along with weekly project call.
- Provide issue resolution status, tracking, and procedures.

### Functional Leads (Consultants, Developers, and Technical resources)

- Work with Customer SMEs to design and configure the functional components of the ONESolution system for optimal long-term use.
- Participate in ONESolution software configuration with assistance from the Customer’s Functional Leads.
- Check that Software operates after configuration as per its documentation.
- Assist with the resolution of issues.
- Trains the Customer core group during the configuration of software.
- Provide agenda and trip/distance learning reports for each session.

### Escalation Procedures

The Customer and Superior should anticipate challenging issues to arise throughout the implementation process due to the complexity of this project. In order for challenging issues to be remedied in a timely fashion, the Customer and Superior will utilize the following Escalation Procedure:

All communication regarding the project should be directed to Superior and the Customer’s Project Managers in order to maintain consistent communication between the parties. Scheduled weekly meetings will be maintained between the Superior Project Manager and the County’s Project Team (including the County’s Project Manager).

All issues or concerns will be discussed actively and openly between Superior’s Project Manager and the County’s Project Manager. If issues begin to interfere with the progression of the implementation project, the Customer and/or Superior Project Managers should escalate challenges to Superior and the Customer management in the sequence below, as needed:

Michele Leaf – Manager, Professional Services	530.879.5126	<a href="mailto:michele.leaf@sungardps.com">michele.leaf@sungardps.com</a>
Paul Tovey – Director, Professional Services for Public Administration	530.879.5139	<a href="mailto:paul.tovey@sungardps.com">paul.tovey@sungardps.com</a>
Tom Amburgey – General Manager, Public Administration	407.304.3022	<a href="mailto:tom.amburgey@sungardps.com">tom.amburgey@sungardps.com</a>
Kevin Lafeber – COO, Superior	407.304.3102	<a href="mailto:kevin.lafeber@sungardps.com">kevin.lafeber@sungardps.com</a>





# County of Inyo



## County Administrator - Emergency Services

### CONSENT - ACTION REQUIRED

**MEETING:** June 7, 2022

**FROM:** Mikaela Torres

**SUBJECT:** Navigating Preparedness Associates, LLC Amendment No. 3

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**RECOMMENDED ACTION:**

Request Board approve Amendment No. 3 to the contract between the County of Inyo and Navigating Preparedness Associates, LLC of Lafayette, CA extending the term end date from December 31, 2021 to August 31, 2022, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

**SUMMARY/JUSTIFICATION:**

On May 1, 2020, Inyo County entered into a contract agreement with Navigating Preparedness Associates, LLC (NPA), to provide consulting services to update the Inyo County Emergency Operations Plan (EOP) and its annexes.

When the contract came before your Board for consideration, noted within the Agenda Request Summary/Justification language was the comment: *"Update of the EOP and annexes, and completion of the validation workshop, are currently scheduled to be complete by August 31, 2021. If the COVID-19 Pandemic event should cause delay in some of the stakeholder meetings and collaboration efforts, it may become necessary to amend the contract by extending the term."*

The COVID-19 Pandemic brought challenges to Department Heads and their staff, the community, and the nation as a whole. Departmental staff shortages led to adjustments being made to the EOP annex review timeline, which has resulted in a delayed project completion date.

The EOP update project manager continues to meet regularly with the contractor to coordinate the base plan and annex editing. As time has allowed, departments have been reviewing and editing their assigned annexes and returning them to the project manager upon completion.

On August 3, 2021, your Board approved Amendment No. 1 to the NPA contract, extending the term date from August 31, 2021 to December 31, 2021. With the rapid spike of Inyo COVID cases that began in late August 2021, your Board approved Amendment No. 2 to the NPA contract, extending the term date from December 31, 2021 to June 30, 2022.

With the vacancy in the Emergency Services Manager position for almost 4 months, it has become apparent that a contract extension is once again necessary to allow appropriate time on the NPA contract to ensure CalOES,

Departments, and the Planning Team all have an adequate amount of time to thoroughly review the final draft of the EOP and annexes before being presented to your Board for adoption.

At this time, no increase in the contract amount is found to be necessary.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Not approving this amendment will cause additional stress on departments and stakeholders. Additional time for completion of the EOP Update Project would be the appropriate action to take at this time.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

The amount of the contract will remain the same.

**ATTACHMENTS:**

1. NPA Contract Amendment No. 3
2. NPA Contract Amendment No. 2
3. NPA Contract Amendment No. 1
4. NPA Contract

**APPROVALS:**

Mikaela Torres	Created/Initiated - 6/1/2022
Darcy Ellis	Approved - 6/1/2022
Mikaela Torres	Approved - 6/1/2022
John Vallejo	Approved - 6/1/2022
Amy Shepherd	Approved - 6/1/2022
Leslie Chapman	Final Approval - 6/2/2022

**AMENDMENT NUMBER 3**

**AGREEMENT BETWEEN THE COUNTY OF INYO AND  
Navigating Preparedness Associates, LLC  
FOR Consulting SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Navigating Preparedness Associates, LLC (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated May 1, 2020, on County of Inyo Standard Contract No. 113, for the term from May 1, 2020 through August 31, 2021.

WHEREAS, County and Contractor do desire and consent to amend such Agreement as set forth below;

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

County and Contractor hereby amend such Agreement as follows:

1. The term of this Agreement shall be from May 1, 2020 to August 31, 2022, unless sooner terminated as provided below.

/// NOTHING FOLLOWS ///

The effective date of this Amendment to the Agreement is \_\_\_\_\_.

All the other terms and conditions of the Agreement are unchanged and remain the same.

**AMENDMENT NUMBER 3**

**AGREEMENT BETWEEN THE COUNTY OF INYO AND  
Navigating Preparedness Associates, LLC  
FOR Consulting SERVICES**

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

**COUNTY OF INYO**

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

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

**CONTRACTOR**

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

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

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

APPROVED AS TO FORM AND LEGALITY:

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

APPROVED AS TO ACCOUNTING FORM:

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

APPROVED AS TO PERSONNEL REQUIREMENTS:

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

APPROVED AS TO RISK ASSESSMENT:

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

**AMENDMENT NUMBER   2**

**AGREEMENT BETWEEN THE COUNTY OF INYO AND  
  Navigating Preparedness Associates, LLC    
FOR   Consulting   SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and   Navigating Preparedness Associates, LLC   (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated   May 1, 2020  , on County of Inyo Standard Contract No.   113  , for the term from   May 1, 2020   through   August 31, 2021  .

WHEREAS, County and Contractor do desire and consent to amend such Agreement as set forth below;

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

County and Contractor hereby amend such Agreement as follows:

1. The term of this Agreement shall be from   May 1, 2020   to   June 30, 2022  , unless sooner terminated as provided below.

/// NOTHING FOLLOWS ///

The effective date of this Amendment to the Agreement is \_\_\_\_\_.

All the other terms and conditions of the Agreement are unchanged and remain the same.

**AMENDMENT NUMBER   2**

**AGREEMENT BETWEEN THE COUNTY OF INYO AND**  
**Navigating Preparedness Associates, LLC**  
**FOR Consulting SERVICES**

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

**COUNTY OF INYO**

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

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

**CONTRACTOR**

By: Lee Rosenberg  
\_\_\_\_\_  
Signature

Lee Rosenberg  
\_\_\_\_\_  
Type or Print

Dated: 11/17/2021

APPROVED AS TO FORM AND LEGALITY:

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

APPROVED AS TO ACCOUNTING FORM:

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

APPROVED AS TO PERSONNEL REQUIREMENTS:

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

APPROVED AS TO RISK ASSESSMENT:

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

# *In the Rooms of the Board of Supervisors*

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 3<sup>rd</sup> day of August 2021 an order was duly made and entered as follows:

*Emergency Services* Moved by Supervisor Totheroh and seconded by Supervisor Pucci to approve Amendment  
*- Navigating* No. 1 to the contract between the County of Inyo and Navigating Preparedness Associates,  
*Preparedness* LLC of Layfayette, CA, extending the term end date from August 31, 2021 to December 31,  
*Contract* 2021, and authorize the Chairperson to sign, contingent upon all appropriate signatures being  
*Amendment 1* obtained. Motion carried unanimously.

<i>Routing</i>
CC Purchasing Personnel Auditor CAO <i>Emergency Services</i> Other: DATE: August 9, 2021

WITNESS my hand and the seal of said Board this 3<sup>rd</sup>  
Day of August, 2021



LESLIE CHAPMAN  
Clerk of the Board of Supervisors

*Leslie L. Chapman*

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



# County of Inyo



## County Administrator - Emergency Services

### CONSENT - ACTION REQUIRED

**MEETING:** August 3, 2021

**FROM:** Kelley Williams

**SUBJECT:** Request Board approve Navigating Preparedness Associates, LLC Amendment No. 1

---

**RECOMMENDED ACTION:**

Request Board approve Amendment No. 1 to the contract between the County of Inyo and Navigating Preparedness Associates, LLC of Lafayette, CA, extending the term end date from August 31, 2021 to December 31, 2021, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

**SUMMARY/JUSTIFICATION:**

On April 28, 2020, Inyo County entered into a contract agreement with Navigating Preparedness Associates, LLC (NPA), to provide consulting services to update the Inyo County Emergency Operations Plan and its annexes.

When the contract came before your Board for consideration, noted within the Agenda Request Summary/Justification language was the comment "Update of the EOP and annexes, and completion of the validation workshop, are currently scheduled to be complete by August 31, 2021. If the COVID-19 Pandemic event should cause delay in some of the stakeholder meetings and collaboration efforts, it may become necessary to amend the contract by extending the term."

The COVID-19 Pandemic event has made the last 16 months extremely difficult for everyone, globally. The duration of this event (which still continues) has really challenged the Department Heads and their staff, the community, and the nation as a whole. Departments struggled with reduced staffing; employees found it necessary to adapt to an out of office work environment that sometimes proved to be awkward and difficult; work assignments were focused on COVID related response activities while normal day to day work activities and projects were put on hold until time permitted.

All of these challenges, and the continuous evolvement of the COVID event status, has led to a delay in the EOP project timeline and project completion date.

The Inyo County assigned EOP Update Project Manager has been meeting monthly with NPA to finalize the draft base plan and collaborate on the edit/review of all of the drafted annexes. As time permits, assigned Departments will continue with their task of reviewing the annexes that detail their specific responsibilities.

Though the contract does not expire until August 31, 2021, it has become apparent that a contract extension is



necessary to make sure an appropriate timeline is remaining to ensure Departments and stakeholders have an adequate amount of time to thoroughly review the final draft before it is presented to your Board for finalization.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Not approving this amendment will cause additional stress on Departments and stakeholders, whom all continue to be challenged with COVID related impacts. Additional time for completion of the EOP Update Project would be the appropriate action to take at this time. As mentioned in the Summary, the COVID event is still evolving and the impacts that may occur over the next few months are unknown.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

The amount of the contract will remain the same.

**ATTACHMENTS:**

1. NPA - Signed Amendment #1

**APPROVALS:**

Kelley Williams	Created/Initiated - 7/19/2021
Kelley Williams	Approved - 7/19/2021
Darcy Ellis	Approved - 7/19/2021
Kelley Williams	Approved - 7/20/2021
Marshall Rudolph	Approved - 7/20/2021
Amy Shepherd	Approved - 7/21/2021
Sue Dishion	Approved - 7/21/2021
Leslie Chapman	Final Approval - 7/29/2021

**AMENDMENT NUMBER   1**

**AGREEMENT BETWEEN THE COUNTY OF INYO AND  
  Navigating Preparedness Associates, LLC    
FOR   Consulting   SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and   Navigating Preparedness Associates, LLC   (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated   May 1, 2020  , on County of Inyo Standard Contract No.   113  , for the term from   May 1, 2020   through   August 31, 2021  .

WHEREAS, County and Contractor do desire and consent to amend such Agreement as set forth below;

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

County and Contractor hereby amend such Agreement as follows:

1. The term of this Agreement shall be from   May 1, 2020   to   December 31, 2021  , unless sooner terminated as provided below.

/// NOTHING FOLLOWS ///

The effective date of this Amendment to the Agreement is \_\_\_\_\_.

All the other terms and conditions of the Agreement are unchanged and remain the same.

**AMENDMENT NUMBER   1**

County of Inyo Standard Contract - No \_\_\_\_\_


Page 1

04/30/2020

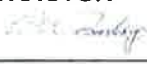
**AGREEMENT BETWEEN THE COUNTY OF INYO AND**  
**Navigating Preparedness Associates, LLC**  
**FOR Consulting SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
9th DAY OF August, 2021.

**COUNTY OF INYO**

By:   
Dated: 08/09/2021

**CONTRACTOR**

By:   
Signature  
Lee Rosenberg  
Type or Print  
Dated: 7/19/2021

APPROVED AS TO FORM AND LEGALITY:

  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

  
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

  
County Risk Manager

**AGREEMENT BETWEEN THE COUNTY OF INYO AND**  
**Navigating Preparedness Associates, LLC**  
**FOR Consulting SERVICES**

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

**COUNTY OF INYO**

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

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


**CONTRACTOR**

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

Lee Rosenberg \_\_\_\_\_  
Type or Print

Dated: 7/19/2021

APPROVED AS TO FORM AND LEGALITY:

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

APPROVED AS TO ACCOUNTING FORM:

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

APPROVED AS TO PERSONNEL REQUIREMENTS:

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

APPROVED AS TO RISK ASSESSMENT:

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

# *In the Rooms of the Board of Supervisors*

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 28<sup>th</sup> day of April 2020 an order was duly made and entered as follows:

*CAO-Emergency Services – NPA LLC Contract*

Moved by Supervisor Totheroh and seconded by Supervisor Griffiths to declare Navigating Preparedness Associates, LLC, of Lafayette, CA, the successful respondent to Inyo County RFP NO. OES-2020-02-01 Inyo County Emergency Operations Plan & Annexes Update; B) authorize a contract be entered into with Navigating Preparedness Associates, LLC in an amount not to exceed \$77,100 for the term of May 1, 2020 through August 31, 2021, contingent upon the Board's adoption of future budgets; and C) authorize the Chairperson to sign the contract, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 28<sup>th</sup>  
Day of APRIL, 2020

<b>Routing</b>
CC Purchasing Personnel Auditor CAO: Emergency Services Other: DATE: May 6, 2020



CLINT G. QUILTER  
Clerk of the Board of Supervisors

A handwritten signature in black ink, appearing to read "Clint G. Quilter".

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

#16



# County of Inyo



## County Administrator - Emergency Services

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** April 28, 2020

**FROM:** Kelley Williams

**SUBJECT:** Request Board approve a contract with Navigating Preparedness Associates, LLC for consulting services to update the Inyo County Emergency Operations Plan and Functional Annexes

---

#### RECOMMENDED ACTION:

Request Board: A) declare Navigating Preparedness Associates, LLC, of Lafayette, CA, the successful respondent to Inyo County RFP NO. OES-2020-02-01 Inyo County Emergency Operations Plan & Annexes Update; B) authorize a contract be entered into with Navigating Preparedness Associates, LLC in an amount not to exceed \$77,100 for the term of May 1, 2020 through August 31, 2021, contingent upon the Board's adoption of future budgets; and C) authorize the Chairperson to sign the contract, contingent upon all appropriate signatures being obtained.

#### SUMMARY/JUSTIFICATION:

On February 1, 2020, the County of Inyo Office of Emergency Services advertised Request For Proposal No. OES-2020-02-01, for contract consulting services to update the Inyo County Emergency Operations Plan and Annexes.

Three (3) proposals were received by the submittal due date of March 6, 2020. An evaluation panel consisting of the Inyo County Administrative Officer/Director of Emergency Services, the Inyo County Sheriff and the Inyo County Emergency Services Manager, reviewed and rated all three of the proposals.

The proposal submitted on behalf of Navigating Preparedness Associates, LLC (NPA) was determined to be the proposal that could best address and fulfill the needs of Inyo County in the successful completion of an approved EOP.

NPA's proposal addressed all of the requirements that were stipulated in the RFP, they had excellent references and their proposal was also the lowest. As an added option, upon completion of the update of the EOP and Annexes, NPA offered to conduct an EOP validation workshop. The validation workshop will require additional funds, but the total cost of the EOP update and the validation workshop, is still under the estimated preliminary budget for this project. The validation workshop will be a great opportunity to test and review the new EOP and the functional annexes.

Update of the EOP and annexes, and completion of the validation workshop, are currently scheduled to be complete by August 31, 2021. If the COVID-19 Pandemic event should cause delay in some of the stakeholder meetings and collaboration efforts, it may become necessary to amend the contract by extending the term. However, the not to exceed amount will not change.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to approve this consulting contract with Navigating Preparedness Associates, LLC to update the County of Inyo's Emergency Operations Plan. This action would not be in the best interest of the County. This project has been identified as an approved project within the 2018 Homeland Security Grant Program. A portion of the non matching 2018 HSGP funds have already been allocated to this project.

If these allocated 2018 HSGP funds are not used before the end of the grant program performance period of May 2021, these allocated funds will revert back to the State.

**OTHER AGENCY INVOLVEMENT:**

Cal OES

**FINANCING:**

Funding for this contract is included in Fiscal Year 2019-2020 Board Approved Budget. \$35,000 is included in the 2018 Homeland Security Grant (Budget #623718) Professional Services (Object Code #5265) and \$50,000 is included in the General Relief (Budget #010205) Professional Services (Object Code #5265)

**ATTACHMENTS:**

1. NPA-Emergency Operations Plan Update Contract No. 113

**APPROVALS:**

Kelley Williams	Created/Initiated - 4/8/2020
Darcy Ellis	Approved - 4/8/2020
Kelley Williams	Approved - 4/12/2020
Marshall Rudolph	Approved - 4/13/2020
Amy Shepherd	Approved - 4/13/2020
Jeffrey Hollowell	Approved - 4/14/2020
Clint Quilter	Final Approval - 4/15/2020

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND**           Navigating Preparedness Associates, LLC            
**FOR THE PROVISION OF**           Consulting           **SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the           Consulting           services of           Navigating Preparedness Associates, LLC           of           Layfayette, California           hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

The Contractor shall furnish to the County, those services and work set forth in Attachment **A**, attached hereto and by reference incorporated herein.

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement and in Exhibit A-1.

**2. TERM.**

The term of this Agreement shall be from           May 1, 2020           to           August 31, 2021           unless sooner terminated as provided below.

**3. CONSIDERATION.**

A.           Compensation          . County shall pay to Contractor the sum total of           Seventy seven thousand one hundred dollars\*\*\*\*\*           Dollars and           no/100\*\*\*\*\*           cents (          \$ 77,100.00\*\*\*\*\*          ) for performance of all of the services and completion of all of the work described in Attachment **A**.

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

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

D.           Limit Upon Amount Payable Under Agreement          . The total sum of all payments made by the County to Contractor for all services and work to be performed under this Agreement shall not exceed           Seventy seven thousand one hundred dollars\*\*\*\*\*           Dollars and           no/100\*\*\*\*\*           cents (          \$ 77,100.00\*\*\*\*\*          ) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E.           Billing and Payment          . Contractor shall submit to the County, upon completion of all services and work set forth in Attachment **A**, an itemized statement of all services and work performed by Contractor pursuant to this Agreement. This statement will identify the date on which the services were performed and describe the nature of the



services and work which was performed on each day. Upon receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

**F. Federal and State Taxes.**

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

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

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

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

**4. WORK SCHEDULE.**

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

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

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

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>. Contractor further warrants and agrees to all provisions in Exhibit A-1, ¶ 2.

**6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.**

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

such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

## **7. COUNTY PROPERTY.**

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

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

## **8. WORKERS' COMPENSATION.**

Contractor shall provide Statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than \$1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. The County of Inyo, its agents, officers and employees shall be named as additional insured or a waiver of subrogation shall be provided.

## **9. INSURANCE.**

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

## **10. STATUS OF CONTRACTOR.**

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the County is to be considered an employee of Contractor. 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.

## **11. DEFENSE AND INDEMNIFICATION.**

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

## **12. RECORDS AND AUDIT.**

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, ordinances, regulations, and directions, including the provisions set forth in Exhibit A-1, ¶ 7. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement. Additional rights of access and audit are agreed to as specified in Exhibit A-1, ¶¶ 6 and 7.

## **13. NONDISCRIMINATION.**

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or Contractor for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act. Contractor further agrees to comply with all laws, rules and regulations set forth in Exhibit A-1.

## **14. CANCELLATION.**

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

## **15. ASSIGNMENT.**

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

## **16. DEFAULT.**

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon

such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

**17. WAIVER OF DEFAULT.**

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-three (23) below.

**18. CONFIDENTIALITY.**

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the 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.

**19. CONFLICTS.**

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

**20. POST AGREEMENT COVENANT.**

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

**21. SEVERABILITY.**

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

**22. FUNDING LIMITATION.**

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-three (23) (Amendment).

**23. AMENDMENT.**

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

**24. NOTICE.**

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

<u>County of Inyo</u>	
<u>Administration</u>	Department
<u>P.O. Drawer N</u>	Address
<u>Independence, CA 93526</u>	City and State

Contractor:

<u>Navigating Preparedness Associates, LLC</u>	Name
<u>3245 Driftwood Drive</u>	Address
<u>Lafayette, CA 94549</u>	City and State

**25. ENTIRE AGREEMENT.**

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

# #

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND**           Navigating Preparedness Associates, LLC            
**FOR THE PROVISION OF**           Consulting           **SERVICES**


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

**COUNTY OF INYO**

By:   
\_\_\_\_\_  
Type or Print Name

Dated: 5/1/20

**CONTRACTOR**

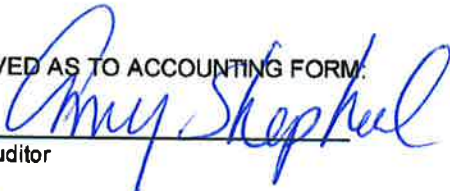
By:   
\_\_\_\_\_  
Lee Rosenberg  
Type or Print Name

Dated: 4/18/2020

**APPROVED AS TO FORM AND LEGALITY:**

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

**APPROVED AS TO ACCOUNTING FORM:**

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

**APPROVED AS TO PERSONNEL REQUIREMENTS:**

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

**APPROVED AS TO INSURANCE REQUIREMENTS:**

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

s:CountyCounsel/Contracts/Misc/EMPG Training113

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND**           Navigating Preparedness Associates, LLC            
**FOR THE PROVISION OF**                                   Consulting                                   **SERVICES**

**TERM:**

**FROM:**           May 1, 2020           **TO:**           August 31, 2021          

**SCOPE OF WORK:**

The Scope of Work includes the following, which are all incorporated into this agreement:

- All Contract Documents
- Inyo County Emergency Operations Plan & Annexes Update RFP No. OES-2020-02-01
- Navigating Preparedness Associates, LLC response to the Request for Proposals

## EXHIBIT A-1

### 1. Proof of Authority

The Applicant will obtain written authorization from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:

- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
- (b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or authorized body;
- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body, and
- (d) The official executing this agreement is, in fact, authorized to do so.

This Proof of Authority must be maintained on file and readily available upon request.

### 2. Period of Performance

The Applicant will initiate work after approval of the award and complete all work within the period of performance specified in the grant.

### 3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

- (a) 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 awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (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 federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and §§ 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.



Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

#### 4. *Debarment and Suspension*

As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.213 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarment or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its principals, subgrantees, recipients or subrecipients:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) 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 (2)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

#### 5. *Non-Discrimination and Equal Employment Opportunity*

The Applicant will comply with all federal statutes relating to non-discrimination. These include, but are not limited to, the following:

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs (42 U.S.C. §§ 12101-12213);
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban

Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);

- (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
- (i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;
- (k) DHS policy to ensure the equal treatment of faith-based organizations, under which all applicants and recipients must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
- (l) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
- (m) The requirements of any other nondiscrimination statute(s) which may apply to the application.

In addition to the items listed in (a) through (m), the Applicant will comply with California's Fair Employment and Housing Act (FEHA). FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave (California Government Code §§12940, 12945, 12945.2), military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions.

## 6. *Drug-Free Workplace*

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

## 7. *Environmental Standards*

The Applicant will comply with state and federal environmental standards, which may be prescribed pursuant to the following, as applicable:

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000- 21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000- 15387);
- (c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;

- (e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
- (f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- (g) Executive Order 11514 which sets forth national environmental standards;
- (h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
- (i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (j) The Endangered Species Act of 1973, (P.L. 93-205);
- (k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- (l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- (m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to § 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

#### **8. Audits**

For subrecipients expending \$750,000 or more in federal grant funds annually, the Applicant will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

#### **9. Access to Records**

In accordance with 2 C.F.R. § 200.336, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

#### **10. Conflict of Interest**

The Applicant will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

#### **11. Financial Management**

##### False Claims for Payment

The Applicant will comply with 31 U.S.C §§ 3729-3733 which sets forth that no subgrantee, recipient, or subrecipient shall submit a false claim for payment, reimbursement or advance.

## 12. Reporting – Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), specifically (a) the reporting of subawards obligating \$25,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements for executive compensation, and also requirements implementing the Act for the non-federal entity at 2 C.F.R. Part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 C.F.R. Part 170 Reporting Subaward and Executive Compensation Information.

## 13. Whistleblower Protections

The Applicant also must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

## 14. Human Trafficking

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; or (3) using forced labor in the performance of the award or subawards under the award.

## 15. Labor Standards

The Applicant will comply with the following federal labor standards:

- (a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and
- (b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

## 16. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

## 17. Property-Related

If applicable to the type of project funded by this federal award, the Applicant will:

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;
- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;

- (c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.); and
- (d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

**18. Certifications Applicable Only to Federally-Funded Construction Projects**

For all construction projects, the Applicant will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;
- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and
- (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

**19. Use of Cellular Device While Driving is Prohibited**

Applicants are required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

**20. California Public Records Act and Freedom of Information Act**

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code section 6250 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

**HOMELAND SECURITY GRANT PROGRAM - PROGRAM SPECIFIC ASSURANCES  
/ CERTIFICATIONS**

**21. Reporting Accusations and Findings of Discrimination**

If during the past three years the recipient has been accused of discrimination on any basis the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS Financial Assistance Office and the DHS Office for Civil Rights and Civil Liberties (CRCL) by e-mail at [CRCL@hq.dhs.gov](mailto:CRCL@hq.dhs.gov) or by mail at U.S. Department of Homeland Security, Office for Civil Rights and Civil Liberties, Building 410, Mail Stop #0190, Washington, D.C. 20528.

In the courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or the recipients

settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Financial Assistance Office and the CRCL by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

**22. *Acknowledgment of Federal Funding from DHS***

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

**23. *Activities Conducted Abroad***

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

**24. *Best Practices for Collection and Use of Personally Identifiable Information (PII)***

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template a useful resource respectively.

**25. *Copyright***

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

**26. *Duplication of Benefits***

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

**27. *Energy Policy and Conservation Act***

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

**28. *Federal Debt Status***

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

**29. *Fly America Act of 1974***

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

**30. *Hotel and Motel Fire Safety Act of 1990***

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, all Applicants must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

**31. *Non-supplanting Requirement***

All recipients who receive federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

**32. *Patents and Intellectual Property Rights***

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

**33. *SAFECOM***

All recipients who receive federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

**34. *Terrorist Financing***

All recipients must comply with Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

**35. *Reporting of Matters Related to Recipient Integrity and Performance***

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

**36. USA Patriot Act of 2001**

All recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

**37. Use of DHS Seal, Logo, and Flags**

All recipients must obtain permission from their DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

**IMPORTANT**

The purpose of the assurance is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. The Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, etc. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the subrecipient may be ineligible for award of any future grants if the Cal OES determines that any of the following has occurred: (1) the recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. All recipients are bound by the Department of Homeland Security Standard Terms and Conditions 2018, Version 8 .1, hereby incorporated by reference, which can be found at: <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.



**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND**           Navigating Preparedness Associates, LLC.          

**FOR THE PROVISION OF**                           Consulting                           **SERVICES**

**TERM:**

**FROM:**           May 1, 2020           **TO:**           August 31, 2021          

**SEE ATTACHED INSURANCE PROVISIONS**

## **Attachment B: Insurance Requirements for Professional Services**

Contract for review and update to the Inyo County Emergency Operations Plan

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. The minimum scope and limits of insurance coverage shall be at least as broad as the following:

**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 \$1,000,000 per occurrence, \$2,000,000 general aggregate.

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 Vendor 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 both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

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

**Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. May be waived with signed letter on contractor's letterhead certifying that contractor has no employees.

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

**Professional Liability (Errors and Omissions):** appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

### **OTHER INSURANCE PROVISIONS**

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

#### **Primary Coverage**

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance primary coverage 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

## **Attachment B: Insurance Requirements for Professional Services**

Contract for review and update to the Inyo County Emergency Operations Plan

Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

### **Notice of Cancellation**

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

### **Self-Insured Retentions**

Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to 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.

### **Acceptability of Insurers**

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

### **Claims Made Policies**

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

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

### **Verification of Coverage**

Contractor shall furnish Inyo County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Inyo County before work begins. 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.

### **Subcontractors**

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

### **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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/13/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> USAA INSURANCE AGENCY INC/PHS 65812846 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	<b>CONTACT NAME:</b> (888) 242-1430		<b>FAX (A/C, No):</b> (888) 443-6112
	<b>PHONE (A/C, No, Ext):</b>		<b>E-MAIL ADDRESS:</b>
<b>INSURER(S) AFFORDING COVERAGE</b>			
<b>INSURED</b> NAVIGATING PREPAREDNESS ASSOCIATES LLC 3245 DRIFTWOOD DR LAFAYETTE CA 94549-5629	<b>INSURER A:</b> Hartford Casualty Insurance Company		29424
	<b>INSURER B:</b> Lloyds, Underwriters at Lloyds		15792
	<b>INSURER C:</b> Continental Casualty Co.		20443
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	X	PSI0616387967	04/11/2020	04/11/2021	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$250,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	PSI0616387967	04/11/2020	04/11/2021	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB EXCESS LIAB</b> <input type="checkbox"/> OCCUR CLAIMS-MADE DED: RETENTION \$			652067315	04/01/2020	04/01/2021	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	65 WEC AK3651	04/01/2020	04/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE -EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liability			PSI0616387967	04/11/2020	04/11/2021	Each Claim \$1,000,000 Aggregate \$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Those usual to the Insured's Operations. Please see Additional Remarks Schedule Acord Form 101 attached. Those usual to the Insured's Operations. Insurer B – Professional Liability - MPL143818420 - 04/01/2020-04/01/2021 - Each Claim: \$2,000,000/Aggregate: \$2,000,000. Please see Additional Remarks Schedule Acord Form 101 attached.

**CERTIFICATE HOLDER**

Inyo County  
 168 N EDWARDS ST  
 INDEPENDENCE CA 93526

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Susan J. Castaneda*

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## ADDITIONAL REMARKS SCHEDULE

AGENCY USAA INSURANCE AGENCY INC/PHS		NAMED INSURED NAVIGATING PREPAREDNESS ASSOCIATES LLC 3245 DRIFTWOOD DR LAFAYETTE CA 94549-5629	
POLICY NUMBER SEE ACORD 25		EFFECTIVE DATE: SEE ACORD 25	
CARRIER SEE ACORD 25	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM**

**FORM NUMBER:** ACORD 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Vendor including materials, parts, or equipment furnished in connection with such work or operations. Coverage is primary & non-contributory per the General Liability Coverage. Notice of Cancellation will be provided in accordance with the General Liability Coverage. Blanket Waiver of Subrogation applies in favor of the Certificate Holder per the General Liability Coverage and Waiver of Our Right to Recover from Others Endorsement WC040306, attached to this policy.



# County of Inyo



## County Administrator - Personnel

### CONSENT - ACTION REQUIRED

**MEETING:** June 7, 2022

**FROM:** Sue Dishion

**SUBJECT:** CPS HR Agreement

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**RECOMMENDED ACTION:**

Request Board ratify and approve the CPS HR Consulting services agreement in an amount not to exceed \$17,500 and authorize the Assistant County Administrator to sign.

**SUMMARY/JUSTIFICATION:**

This agreement will provide for CPS HR to do the recruitment for the vacant Deputy Public Health/Prevention Director. The County has been recruiting and it has been unsuccessful in finding a candidate. CPS HR specializes in these types of recruitments.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

N/A

**OTHER AGENCY INVOLVEMENT:**

Health and Human Services

**FINANCING:**

Health and Human Services Budget Unit (045100) will be funding this agreement.

**ATTACHMENTS:**

1. CPS HR Agreement

**APPROVALS:**

Darcy Ellis  
Keri Oney  
John Vallejo  
Amy Shepherd

Created/Initiated - 6/1/2022  
Approved - 6/2/2022  
Approved - 6/2/2022  
Final Approval - 6/2/2022





## CONSULTING SERVICES AGREEMENT

County of Inyo – Executive Recruitment Services for  
HHS Deputy Director – Public Health and Prevention

**This Consulting Services Agreement (Agreement) is by and between Cooperative Personnel Services, dba CPS HR Consulting, a California Joint Powers Authority (CPS HR) and the Agency named in the signature block at the end of this Agreement (Agency, hereafter referred to as Client), and is effective as of May 10, 2022 (Effective Date). CPS HR and the Client shall be collectively referred to herein as the “Parties” and individually as a “Party.”**

- A. Purpose.** This Agreement defines CPS HR consulting services, policies and procedures.
- B. Services.** CPS HR will provide certain consulting services (Services) to Client as set forth in the Statements of Work (attached hereto as Exhibit (“A”). CPS HR shall perform only the Services requested by Client, at the times, dates, and locations specified by Client.
- C. Compensation.**
- 1. Payment.** Client will compensate CPS HR for Services by paying certain fees as set forth in the Statement of Work. Client will reimburse CPS HR for business expenses as set forth in the Statement of Work. Client will pay all invoices within thirty (30) days from receipt of invoice.
  - 2. Funding.** Client certifies that funding for compensation payable to CPS HR under this Agreement has been approved by Client’s governing body, either as a part of the general operating budget or as a specific item. Client further certifies that it anticipates sufficient cash will be available for payment of compensation as required above.
  - 3. Late Payment.** Any invoices not paid within thirty (30) days may incur a service charge of the lesser of two percent (2%) or the maximum allowable by law per month on any outstanding overdue balances. In addition, reasonable collection costs may be added to any invoice not paid within ninety (90) days.
- D. Taxes.** Except as expressly stated in the Statement of Work, the fees listed therein are in addition to, and not in lieu of, any additional fees, assessments, levies, taxes, etc.

assessed against the transactions contemplated herein (Taxes). With the exception of Taxes imposed on CPS HR’ net income, all Taxes shall be Client’s responsibility. Client shall pay any Taxes, which CPS HR may be required to collect and remit, upon invoice.

**E. Term and Termination of Agreement.**

- 1. Term.** The term of this Agreement is from the Effective Date through December 31, 2022.
- 2. Immediate Termination upon Material Breach.** Either Party may terminate this Agreement immediately upon any material breach by the other Party.
- 3. Termination without Cause.** Either Party may terminate the Agreement without cause upon thirty days written notice to the other Party.
- 4. Payment on Termination.** Upon termination without cause, Client shall pay CPS HR for all work performed through the effective date of termination. For termination upon material breach, Client shall pay CPS HR for all work performed which is in compliance with the terms of the Statement of Work.

**F. Limited Warranty.**

- 1. Warranty.** CPS HR represents and warrants that: (i) it has the authority to enter into this Agreement; (ii) it will comply with applicable law; and (iii) it will provide Services in a workmanlike manner consistent with industry standards.
- 2. Warranty Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, CPS HR EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE SERVICES AND THE WORK PRODUCT INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR IN RESPECT OF ANY THIRD-PARTY PRODUCTS OR SERVICES AND ALL



WARRANTIES IMPLIED FROM ANY COURSE OF DEALING AND NO REPRESENTATIVE OF CPS HR IS AUTHORIZED TO GIVE ANY ADDITIONAL WARRANTY.

**G. Work Product.**

**1. Ownership.** Upon CPS HR' receipt of fees due under the Agreement, all studies, reports, documents and other writings prepared by CPS HR and its subcontractors, produced as a result of CPS HR' work, or delivered by CPS HR to Client in the course of performing services (collectively, "Work Product") shall become the property of Client and Client shall have the right to use the materials without further compensation to CPS HR or its subcontractors.

**2. Retention of Rights.** Notwithstanding Client's ownership of the Work Product, Client acknowledges and agrees that: (i) CPS HR has the right to re-use any of its know-how, ideas, concepts, methods, processes, or similar information, however characterized, whether in tangible or intangible form, and whether used by CPS HR in the performance of Services or not, at any time and without limitation, and (ii) CPS HR retains ownership of any and all of its intellectual property rights that existed prior to the Effective Date including, but not limited to, all methods, concepts, designs, reports, programs, and templates as well as all training materials, testing or assessment products, survey content and copyrightable works.

**H. Release of Information to Third Parties.**

Each Party understands that information provided to government entities may be subject to disclosure under a public records or freedom of information act. Each Party hereto (each, a Recipient) shall protect and keep confidential all non-public information disclosed to Recipient by the other Party (each, a Discloser) and identified as confidential by Discloser, and shall not, except as may be authorized by Discloser in writing, use or disclose any such Confidential Information during and after the term of this Agreement. If CPS HR or Client receives a request for disclosure of Confidential Materials, such as a subpoena or a public records or freedom of information request, that Party shall immediately notify the other Party of the request. Upon request, Client or CPS HR shall maintain the confidentiality of the Confidential Materials pending the grant or denial of a protective order or the decision of a court or administrative body as to whether the requested materials must be disclosed under the applicable public records

statute. Client and CPS HR shall cooperate with each other in seeking any relief necessary to maintain the confidentiality of the Confidential Materials. Each Party shall defend, indemnify and hold the other harmless from any claim or administrative appeal, including costs, expenses, and any attorney fees, related to that Party pursuing protection of the Confidential Materials from disclosure.

**I. Indemnification.** CPS HR shall defend, indemnify, and hold harmless Client, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by CPS HR, or CPS HR's agents, officers, or employees. CPS HR's obligation to defend, indemnify, and hold the Client, 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. CPS HR's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the CPS HR, its agents, employees, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

**J. Limitation of Liability.**

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER PARTY HERETO SHALL HAVE ANY LIABILITY OR RESPONSIBILITY FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM LOSS OF PROFITS OR DATA), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CPS HR' LIABILITY FOR DAMAGES HEREUNDER SHALL NOT EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO CPS HR.

**K. Miscellaneous.**

**1. Notices.** Any notice to the parties required or permitted under this Agreement shall be given in writing and shall be sent to the persons at the address listed in the Statement of Work.

**2. Dispute Resolution; Remedies.**

(a) In the event of a dispute, the parties may agree to pursue mediation or either binding or

nonbinding arbitration to resolve their dispute, under such rules as the parties may agree.

(b) If either CPS HR or Client determines it appropriate to file a judicial action, then, in addition to any other remedies available at law or in equity, Client acknowledges that breach of this Agreement may result in irreparable harm to CPS HR for which damages would be an inadequate remedy and, therefore, CPS HR shall be entitled to seek equitable relief, including injunction.

**3. Attorneys Fees.** If any legal action or arbitration or other proceeding is brought to enforce or construe the term of this Agreement or because of an alleged dispute, breach or default in connection with any provision of this Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorneys fees and other costs incurred in that action, arbitration or proceeding in addition to any other relief to which it may be entitled.

**4. Governing Law.** This Agreement will be governed by the laws of the State of California without regard to its rules concerning conflict of laws.

**5. Force Majeure.** Neither Party shall be liable for delays caused by fire, accident, labor dispute, war, insurrection, riot, act of government, superior force, or any other cause reasonably beyond its control.

**6. Waiver.** The failure of any Party at any time or times to require performance of any provision of this Agreement shall in no manner affect its right to enforce that provision at a later time. Nor shall the waiver

by either Party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself. No waiver shall be enforceable unless made in writing and signed by the Party granting the waiver.

**7. Entire Agreement; Modifications.** This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all other agreements, representations and warranties. All modifications and supplements to this Agreement must be in writing and signed by both parties.

**8. Counterparts; Facsimile Signature; Electronic Signature.** This Agreement may be executed in any number of counterparts. If this Agreement or any counterpart is signed and then faxed or e-mailed by PDF or otherwise, the faxed or -mailed copy bearing the signature shall be as good as the original, wet-ink signed copy for all intents and purposes.

**9. Authority to Sign.** The person signing this Agreement on behalf of the Client (the Principal Signer) represents that he or she is the head of the agency or is otherwise duly authorized to sign this Agreement and to bind the Client.

**10. Ambiguities.** As this Agreement has been voluntarily and freely negotiated by both parties, the rule that ambiguous contractual provisions are construed against the drafter of the provision shall be inapplicable to this Agreement.

**Cooperative Personnel Services dba  
CPS HR Consulting**  
2450 Del Paso Rd. Ste 220, Sacramento, CA 95834

**Inyo County**  
1360 N. Main Street, Suite 269  
Bishop, CA 93526

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

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

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

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

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

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

## **Exhibit A Statement of Work**

All changes to this SOW must be mutually agreed to and executed in writing by duly authorized representatives of both parties as an amendment to this SOW. Capitalized terms used herein shall have the meanings ascribed to them in the Agreement.

1. SERVICES: CPS HR shall assist Inyo County ("County") with the recruitment of a Health and Human Services Deputy Director, Public Health and Prevention by providing the following services:

### Phase I:

- Meet with appropriate stakeholder(s) to gather information on the organization and to develop the specifications and ideal candidate profile for the position
- Coordinate with the County on development of recruitment brochure for the desired position; prepare brochure design
- Complete recruitment brochure and post brochure on CPS HR website
- Place ads in agreed upon trade journals, web sites and other appropriate sources
- Print and distribute brochure/job announcement
- Receive all resumes and acknowledge receipt thereof
- Respond to inquiries from applicants and potential applicants
- Keep client posted on recruitment progress
- Conduct aggressive outreach by initiating contact with potential applicants and with referral sources

### Phase II:

- Review application materials and identify candidates for further consideration
- Conduct preliminary screening interviews
- Submit "Client Report" (includes resumes, summary of resumes, notes, overview)
- Meet with County to discuss the report and the results of the screening interviews in order for the Agency to identify an appropriate number to interview as finalists (or semi- finalists)
- Notify all applicants of status in the recruitment

### Phase III:

- Prepare an assessment process for finalists in coordination with the County
- Schedule candidates for participation in finalist assessment; send invitations to candidates and coordinate travel/accommodations
- Prepare evaluation materials
- Facilitate finalist assessment process in coordination with the County
- Conduct reference and background checks on top identified candidate(s) following assessment process

2. CLIENT RESPONSIBILITIES:

a. Client must timely perform all those Client roles and responsibilities set forth in this SOW. Successful completion of this project within the time specified depends largely upon an effective working relationship between Client and CPS HR project staff. For this reason, CPS HR requests that Client designate an individual to coordinate communication, meetings, interview schedules, and review of products with the project team. Client's Project Representative will be responsible for the following activities:

1. Coordinating all meeting schedules, conference calls, facilities and equipment needs
2. Coordinating interview schedules and facilities and distributing project update information

- b. Any work products developed during the activities described above will be submitted to Client's Project Representative for review, comment and/or approval. This is a critical step to ensure accurate, reliable, and valid products.
3. CPS HR PROJECT MANAGER: Pamela Derby      Phone: (916) 471-3126      Email: [pderby@cpshr.us](mailto:pderby@cpshr.us)
4. CLIENT PROJECT MANAGER: Sue Dishion      Phone: (760) 878-0377      Email: [sdishion@inyocounty.us](mailto:sdishion@inyocounty.us)
5. SERVICE FEES and EXPENSES: Fixed Fee \$17,500 (discounted rate for a full recruitment)
- a. All Services provided to Client by CPS HR hereunder are priced on a FIXED PRICE basis. All amounts are based upon the following assumptions. Any deviations from the following assumptions may result in an increase in the Fees: (i) Client will timely perform its responsibilities as set forth in this SOW; and (ii) Services will normally be performed during normal business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding CPS HR holidays ("Normal Business Hours").
- b. Professional Services Fees: The professional fixed fee of \$17,500 covers all CPS HR services associated with Phases I, II, and III of the recruitment process, including the necessary field visits to develop the candidate profile and recruitment strategy, assist the Client with finalist selection, and facilitate candidate interviews. The professional fixed fee includes the following expenses: brochure design and printing, advertising, background check on the selected finalist candidate, supplies, shipping, and consultant travel.
- c. Additional Expenses Not Included: Travel expenses for candidates who are invited forward in the interview process are NOT included. However, should the Client desire CPS HR's Travel Team to assist with these arrangements, CPS HR can provide assistance. This might require an amount be added to the Agreement.
- d. Invoices: CPS HR will invoice Client at the fixed fee rate of \$17,500 billed in three monthly installments of \$5,000 and a fourth installment of \$2,500. Client will pay CPS HR within thirty (30) days following receipt of invoice.
- e. One-Year Guarantee: If the employment of the candidate selected and appointed by the Client, as a result of a full executive recruitment (Phases I, II, and III), comes to an end before the completion of the first year of service, CPS HR will provide the Client with professional services to appoint a replacement. Professional consulting services will be provided at no cost. The Client would be responsible only for reimbursable expenses. This guarantee does not apply to situations in which the successful candidate is promoted or re-assigned within the organization during the one-year period. Additionally, should the initial recruitment efforts not result in a successful appointment, CPS HR will extend the aggressive recruiting efforts and screen qualified candidates until an offer is made and accepted. CPS HR does not provide a guarantee for candidates placed as a result of a partial recruitment effort.
6. In the event the project is terminated early, CPS HR will be paid such amount as is due for professional services performed and out-of-pocket expenses incurred up to and including the effective date of termination.
7. This SOW covers work requested and performed prior to the commencement of this SOW.



# County of Inyo



## County Administrator - Public Defender

### CONSENT - ACTION REQUIRED

**MEETING:** June 7, 2022

**FROM:** Denelle Carrington

**SUBJECT:** Approval of Contract Agreement for Public Defender Services

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#### RECOMMENDED ACTION:

Request Board: A) approve the contract between the County of Inyo and Gerard B. Harvey of Bishop, CA for the provision of Public Defender services in an amount not to exceed \$486,000 for the period of July 1, 2022 through June 30, 2025, contingent upon the Board's approval of future budgets; B) cancel the current contract with Gerard B. Harvey, effective June 30, 2022; and C) authorize the Chairperson to sign.

#### SUMMARY/JUSTIFICATION:

The County is required to provide Public Defender services for the indigent, and currently does so through independent contracts with qualified attorneys. If the County fails to provide adequate Public Defender Services, or conflicts between the County's Contract Public Defenders, the Court may appoint other attorney's ("Non-Contract" or "Out-of-Contract Public Defenders) to provide indigent legal services. Attorney's appointed by the Court as Out-of-Contract Public Defenders are entitled to charge the County at a rate set without input or control by the County.

There have been several vacancies this current year, and the County Administrator met with all of the current Public Defenders to go over the caseloads and contract amounts. The current contract Public Defenders and her came to a reasonable conclusion that the caseloads between North and South County could be distributed differently, along with who would be considered first, second, etc. for each case being handled (felonies, misdemeanors, etc.).

Mr. Harvey has a current contract with the County that will be canceled once this one takes effect. He will continue to cover North County Misdemeanors first, but priorities have changed slightly as referenced in Attachment B of the contract. The dates of this new contract will also have the same dates as all other Public Defenders to make it easier for future County Administrators to work directly with them all at the same time to make sure that the caseloads and reimbursements are still in line.

#### BACKGROUND/HISTORY OF BOARD ACTIONS:

#### ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the contract, however, this is not advised as this will assist in satisfying the County's obligation to provide indigent legal services.

**OTHER AGENCY INVOLVEMENT:**

County Counsel

**FINANCING:**

Funding for this contract will be included in the Fiscal Year 2022-2023 and future budgets in the Public Defender Budget (022600) in Professional Service (5265). The negotiated contract amount is \$13,500 per month, for a total not to exceed \$162,000 each year.

**ATTACHMENTS:**

1. Harvey Contract 07.01.22-06.30.25

**APPROVALS:**

Denelle Carrington  
Darcy Ellis  
Denelle Carrington  
Keri Oney  
John Vallejo  
Amy Shepherd

Created/Initiated - 5/31/2022  
Approved - 5/31/2022  
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Approved - 5/31/2022  
Final Approval - 5/31/2022

**AGREEMENT BETWEEN COUNTY OF INYO  
AND GERARD B. HARVEY  
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A PUBLIC DEFENDER**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") requires professional services for the purpose of providing legal representation before the various courts, for certain qualified indigent persons who fall within any of the following classifications:

1. Criminal defendants brought before the Superior Courts of Inyo County on felony charges (hereinafter referred to as "Felony cases");
2. Criminal defendants brought before the Superior Courts of Inyo County on misdemeanor charges (hereinafter referred to as "Misdemeanor cases");
3. Minors brought before the Juvenile Court of Inyo County for proceedings under Welfare and Institutions Code Sections 601 and 602 (hereinafter referred to as "Delinquency cases");
4. Minors and/or parents brought before the Superior Court of Inyo County and/or appropriate Courts of Appeal for proceedings under Welfare and Institutions Code section 300 (hereinafter referred to as "Dependency cases");
5. Persons ordered to show cause before the Superior Court of Inyo County re contempt for alleged failure to pay child support or before said court in proceedings to establish paternity and support (hereinafter referred to as "Child Support cases");
6. Persons involuntarily detained by Inyo County for treatment and evaluation pursuant to sections 5150 and 5170 of the Welfare and Institutions Code, or for prolonged subsequent detention pursuant to Welfare and Institutions Code sections 5250, 5260, 5300, 5304 or 6500; or proposed L.P.S Conservatees and L.P.S. Conservatees brought before the Inyo County Superior Court and/or appropriate Courts of Appeal pursuant to sections 5350 or 5352.1 of the Welfare and Institutions Code; or persons brought before the Inyo County Superior Court and/or appropriate Courts of Appeal for post adjudication of criminal mental health status proceeding under Penal Code 1026 et. seq.; Children in proceedings to declare child free from parental custody and control (Family Code section 7861); or indigent parents in proceedings to declare child free from parental custody and control (Family Code section 7860); or indigent non-custodial parents in proceedings to terminate the parent's rights for willful failure to communicate and support (Family Code section 7860); or conservatees, proposed conservatees, or persons alleged to lack legal capacity or unable to retain legal counsel and requesting the appointment of counsel in proceedings to establish a conservatorship or appoint a proposed conservator, terminate conservatorship, remove the conservator, or obtain an order authorizing removal of a temporary conservatee from the temporary conservatee's place of residence (Probate Code section 1471), [hereinafter all referred to as "Mental Health cases"];
7. Patients for whom the Contractor is appointed the patients rights advocate pursuant to Welfare and Institutions Code Section 5520, by the Inyo County Mental Health Director (hereinafter referred to as "Patient Rights Advocate Cases");
8. Persons brought before the Inyo County Superior Court for determinations and commitments under Welfare and Institutions Code Section 6600 et seq. (hereinafter referred to as "Sexually Violent Predator cases");

9. Persons taking misdemeanor criminal appeals from the Inyo County Superior Court to the Appellate Division of the Superior Court of Inyo County (hereinafter referred to as "Misdemeanor Appeal cases");
10. Persons requiring Public Defender representation under the provisions of AB 109; and
11. Any other persons for whom the County is statutorily required to fund Public Defender services.

WHEREAS, the County has by contract divided performance of the required professional services described above between private attorneys retained as independent contractors ("Contract Public Defenders") to perform public defender services for the County. The purpose of said contracts for public defender services is to provide competent and effective legal representation to qualified indigent persons appearing before the various courts and to minimize the expenditure of County funds for the payment of court appointed private attorneys appearing *pro tempore* as public defenders, in cases where the Contract Public Defenders are unable to appear due to attorney-client and/or time conflicts of interest.

WHEREAS, the County has the need for GERARD B. HARVEY of Bishop, CA (hereinafter referred to as "Contractor") to provide professional legal services as a Contract Public Defender for Inyo County (North and South).

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter set forth, the County and Contractor agree as follows:

## **TERMS AND CONDITIONS**

### **1. SCOPE OF WORK.**

The Contractor shall furnish to the County, upon its request, all of those services and work set forth in the Scope of Work, Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by the judges of the Superior Court of Inyo County. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, as to the level or amount of services or work which will be requested or required of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to compensate Contractor, over and above that provided for in this Agreement, for the performance of any services or work required to be performed by Contractor under 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 professional standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

### **2. TERM.**

The term of this Agreement is for the period from July 01, 2022 to June 30, 2025.

### **3. CONSIDERATION.**

A. Compensation. County shall pay Contractor in accordance with the Schedule of Fees, Attachment B, attached hereto and by reference incorporated herein, for the performance of the services and work described in Attachment A.

B. Travel and Per Diem. Contractor will not be paid or reimbursed travel expenses or per diem for any in-county travel performed by Contractor in providing services and work under this



Agreement. County shall reimburse Contractor for Court authorized out-of-county travel expenses and per diem which Contractor incurs in providing work and services under this Agreement. Contractor shall on a case by case basis, and prior to incurring any out-of-County travel expenses or per diem, receive written authorization for Contractor to travel out-of-county on the case from the assigned judge. Properly authorized out-of-county travel and per diem expenses will be reimbursed in the same amount and to the same extent as County reimburses its permanent status employees for such expenses. County reserves the right to deny reimbursement to Contractor for out-of-county travel or per diem expenses which are either in excess of the amounts that may be paid to County's permanent status employees, or which are incurred by Contractor without the prior authorization of the assigned judge.

C. Incidental Expenses. County shall reimburse Contractor in accordance with the Schedule of Fees, Attachment B, for those incidental expenses which are specifically identified in the Schedule of Fees and which are necessarily incurred by the Contractor in providing the services and work under this Agreement. Reimbursement by County for such incidental expenses will be limited to Contractor's actual cost without regard to any administrative or overhead expenses incurred by Contractor in obtaining or utilizing such incidental services or supplies. Reimbursement for actual costs will not exceed the amounts set forth in the Schedule of Fees.

D. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for any public defender services provided. In addition, Contractor shall not, by virtue of this Agreement, be entitled 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.

E. Billing and payment. County shall pay to Contractor the monthly payments set forth in the Schedule of Fees, Attachment B, without any billing or statement from Contractor. Within 30 days of Contractor incurring any authorized incidental, travel, or per diem expenses, Contractor shall submit a statement to the County. The statement will itemize each incidental, travel, or per diem expense and identify the date and case in which the expense was incurred. The statement will include a conformed copy of the court authorization for travel and/or incidental expenses and receipts for lodging, meals, and other incidental expenses in accordance with the County's accounting procedures and rules. County will make payment to Contractor for all authorized reimbursable expenses for which a statement is properly submitted, within 30 days of the County's receipt of such statement.

F. Federal and State taxes.

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

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

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

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board.

**4. WORK SCHEDULE.**

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A. 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 the courts of Inyo County, other Inyo County Contract Public Defenders, other counsel, and parties, as necessary, to ensure that all services and work under this Agreement will be performed in a timely manner.

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

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

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

**6. COUNTY PROVIDED SERVICES AND SUPPLIES.**

County will provide Contractor with those services and supplies which are specifically identified in the Schedule of County Provided Services and Supplies, Attachment C, attached hereto and by reference incorporated herein. County incurs no obligation or requirement to reimburse or compensate Contractor if he/she for any reason either does not use the County provided services and supplies, or procures similar services and supplies from other sources.

**7. COUNTY PROPERTY.**

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

**8. PRODUCTS OF CONTRACTOR'S WORK AND SERVICES.**

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

**9. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.**

Except for the County Provided Services and Supplies provided for in Section 6 above, Contractor shall provide all such office space, supplies, equipment, vehicles, reference materials and books, postage, letterhead, stationery, secretarial services, receptionist services, legal assistant services, telephone services, duplicating services, and case storage facilities as are necessary to provide the work and services required of Contractor by this Agreement. Except for those incidental expenses specifically identified in the Schedule of Fees, Attachment B, County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items or services. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining items or services not specifically set forth in the Schedule of Fees (Attachment B) as Incidental Expenses, is the sole responsibility and obligation of Contractor.

**10. INSURANCE.**

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

**11. STATUS OF CONTRACTOR.**

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

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

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

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

**12. DEFENSE AND INDEMNIFICATION.**

Contractor shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor'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. Contractor'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 Contractor, his/her agents, employees, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor'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 Contractor to procure and maintain a policy of insurance.

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

### **13. RECORDS AND AUDIT.**

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

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which are not otherwise legally privileged information, and which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor.

C. Workload Data. Contractor shall promptly provide to County any and all workload or case data, which is not otherwise legally privileged information upon the written request of either the County Administrator or the County Board of Supervisors.

### **14. NONDISCRIMINATION.**

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

### **15. CANCELLATION.**

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor sixty (60) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving sixty (60) days written notice of such intent to cancel to County.

### **16. TERMINATION OF THIS AGREEMENT.**

Upon the termination of this Agreement or any extension thereof, County shall pay Contractor such compensation due, if any, prorated to the date of termination; and Contractor shall deliver all active and inactive case files to the attorney or law office as the County Administrator shall designate in writing.

### **17. TERMINATION OF PREVIOUS AGREEMENT.**

Contractor agrees that upon the execution of this Agreement by the parties hereto, any prior written Agreement for the provision of professional services as a Contract Public Defender for the County of Inyo shall be terminated, and the consideration for the continued representation of clients in the courts of the County of Inyo shall be subject to the terms and conditions of this Agreement as of the effective date of this Agreement. It is further understood between the parties hereto that there are no oral agreements or representations between the parties affecting this Agreement and that this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, and none thereof shall be used to interpret or construe this Agreement.

**18. ASSIGNMENT.**

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

**19. DEFAULT.**

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor.

**20. 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-eight (29) below.

**21. 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.

**22. CONFLICTS.**

Contractor agrees that he/she has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with Contractor's performance of the work and services under this Agreement. Specifically, Contractor agrees not to engage in any private legal representations of any matter which would conflict or interfere with Contractor's ability to represent clients under this Agreement. Additionally, Contractor, during the term of this Agreement agrees not to advise or represent any person, corporation or entity with a claim or cause of action against the County of Inyo, its officers, agents, or employees.

**23. POST AGREEMENT COVENANT.**

Contractor agrees not to use any confidential, protected, or privileged information which is gained in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement.

**24. SEVERABILITY.**

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

**25. FUNDING LIMITATION.**

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-seven (27) (Amendment).

**26. RENEGOTIATION.**

Either the County or the Contractor may, upon sixty (60) days written notice, initiate renegotiation of the Scope of Work (Attachment A and A-1) and Schedule of Fees (Attachment B). If as a result of renegotiations, both parties agree to modify the Scope of Work and Schedule of Fees, such modification must comply with the requirements of paragraph twenty-seven (27) (Amendment).

**27. 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.

**28. NOTICE.**

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

<b>COUNTY OF INYO:</b>	
<b>County Administrator</b>	Department
<b>224 North Edwards</b>	Street
<b>P.O. Drawer N</b>	
<b>Independence, CA 93526</b>	City and State

<b>CONTRACTOR:</b>	
<b>Gerard B. Harvey</b>	Name
<b>PO Box 1701</b>	Street
<b>Bishop, CA 93515</b>	City and State

**29. ENTIRE AGREEMENT.**

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

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**AGREEMENT BETWEEN COUNTY OF INYO  
AND GERARD B. HARVEY  
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

**TERM:**

**FROM: JULY 1, 2022 TO: JUNE 30, 2025**

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

**COUNTY OF INYO**

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

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

**CONTRACTOR**

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

GERARD B. HARVEY

Dated: 5/24/22

APPROVED AS TO FORM AND  
LEGALITY:

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

APPROVED AS TO ACCOUNTING FORM:

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

APPROVED AS TO INSURANCE REQUIREMENTS:

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

**AGREEMENT BETWEEN COUNTY OF INYO  
AND GERARD B. HARVEY  
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

**TERM:**

**FROM: JULY 1, 2022 TO: JUNE 30, 2025**

**SCOPE OF WORK:**

**1. PRIMARY RESPONSIBILITIES.**

**A. WARRANTY.** Contractor warrants that he/she has read and reviewed the contracts of all the other attorneys engaged by the County to provide professional services as public defenders (hereinafter referred to as "Contract Public Defenders") during the term of this Agreement. Such Agreements are by reference incorporated herein as though set forth in full. Contractor agrees and understands that he/she shall consult, confer, and agree with all the other Contract Public Defenders to, and shall provide legal representation and substitute handling and coverage of Contract Public Defender cases as required by the provisions below. Contractor agrees and understands that these provisions are of mutual benefit to Contractor and each of the other Contract Public Defenders, and does not entitle Contractor to any additional compensation under this Agreement.

**B. DEFINITIONS.**

1. "Attorney-Conflict of Interest" cases are those that would be within the primary responsibilities of another Contract Public Defender but for an attorney-client conflict of interest of that public defender. Attorney-client conflicts are those that are defined and recognized by applicable law.

2. "Time Conflict" cases are those that are within the primary responsibilities of another Contract Public Defender who is unable to fulfill his/her contractual duties to attend the courts and represent the clients in such cases for whatever reason including, but not limited to vacations, temporary illnesses, conflicting court calendars, or attendance at attorney education courses.

**C. ATTORNEY-CLIENT CONFLICT OF INTEREST CASES.** Except as may be provided in F. below, or where Contractor's own attorney-client conflict of interest or time conflict prohibits such, Contractor shall provide legal representation for attorney-client conflict of interest cases in accordance with the Conflicts Coverage Table, Attachment A-1 to this Agreement, attached hereto and by referenced incorporated herein.

**D. TIME CONFLICT CASES.** Except as may be provided in E and F below, or where Contractor's own attorney-client conflict of interest or time conflict prohibits such, Contractor shall provide substitute handling and coverage of court calendars and legal representation in time conflict cases in accordance with the Conflicts Coverage Table, Attachment A-1 to this Agreement.

**E. TIME CONFLICT CASES LIMITATION.** Contractor shall provide coverage for time conflict cases for which another Contract Public Defender is primarily responsible but for whatever reason, the duties of such other Contract Public Defender cannot performed for a period of not more than thirty (30) consecutive calendar days.

**F. WAIVER.** The requirements for Contractor to handle attorney-client conflict of interest and time conflict cases as required by this Agreement may be waived by the County Administrator where extenuating demands are placed upon Contractor during his/her representation of the following:



**ATTACHMENT A - Continued**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND GERARD B. HARVEY  
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

**TERM:**

**FROM: JULY 1, 2022 TO: JUNE 30, 2025**

**SCOPE OF WORK:**

1. A defendant charged with a Felony;
2. A defendant charged with a capitol or other serious offense in which the death penalty or life imprisonment without possibility of parole is a possible sanction;
3. A minor, who, if charged and tried as an adult, may face the death penalty or life imprisonment without the possibility of parole;
4. A minor or parent(s) on a Writ arising out of a dependency case in which the Contractor represents such minor or parent(s).

**G. DECLARATIONS FOR REIMBURSEMENT FOR PUBLIC DEFENDER FEES AND COSTS.**

1. In the event Contractor seeks reimbursement for costs spent in defense pursuant to court Order, each invoice submitted for payment shall be accompanied by a declaration affirming the invoice represents a service provided in the defense of the matter from which the Order issued and shall be signed by the attorney seeking payment of the invoice. [See Attachment B "Schedule of Fees" paragraph 3.A.]
2. Pursuant to Penal Code section 987.8 Contractor shall prior to disposition or the final hearing file with the appointing court in each and every case in which Contractor appeared as a Contract Public Defender, the requisite form or forms declaring the amount of time expended on the case by Contractor and any costs incurred in connection with Contractor's representation of the client, including but not limited to any expert or investigative fees and costs, to facilitate reimbursement hearings.
3. Contractor shall provide needed documentation required by the reviewing court to support the value of all public defender services for which reimbursement is sought pursuant to Penal Code section 987.8 or any other provision of law providing for the reimbursement to the County for the cost of public defender services.
4. Contractor shall provide the County copies of any forms or declarations provided to the court under this section in electronic format and at intervals specified by the County.

**H. MONTHLY CASE REPORTING OF HOURS AND COSTS.** Contractor shall provide monthly reports specifying the total hours and costs expended by Contractor for each specific category of cases on which the Contractor provides services under the terms of this Agreement. [See Introduction paragraphs 1-11.] County may provide Contractor the format for such reports, which shall be transmitted in electronic format. County is not requesting, nor shall Contractor provide, information which is protected by the attorney/client privilege or other confidentiality laws.

**ATTACHMENT A-1**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND GERARD B. HARVEY  
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

**TERM:**

**FROM: JULY 1, 2022 TO: JUNE 30, 2025**

**COVERAGE TABLE:**

During the period of this Agreement, Contractor shall provide public defender services as set forth below:

**Primary Obligations:**

First Priority:	Misdemeanors, North County
	1 <sup>st</sup> Conflict – Felonies – North and South
	2 <sup>nd</sup> Conflict – Misdemeanors – South
	Dependency – 3 <sup>rd</sup>
	3 <sup>rd</sup> Conflict – Delinquency (600)
	Adoptions

**Secondary Obligations:**

All other Conflict matters, including Delinquency, Dependency, Child Support, Mental Health and Conservatorship Cases, Patient Rights Advocate Cases, AB 109 Revocation Hearings and any other matter in which the County is obligated to provide public defender services.

**Note:** The Table listed above will be followed for the majority of the cases assigned to this Public Defender. However, a Judge, when assigning a case, will consider the experience, caseload, complexity of the case and prior representation of the same client, which may result in a Public Defender assigned a case out of the listed sequence. In addition, the County reserves the right to modify the conflicts coverage table as necessary to make consistent with other Public Defender contracts as they may be amended and as necessary to address legislative changes which may impact the County's obligation to provide Public Defender services.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND GERARD B. HARVEY  
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

**TERM:**

**FROM: JULY 1, 2022 TO: JUNE 30, 2025**

**SCHEDULE OF FEES:**

**1. COMPENSATION:**

County shall pay to Contractor on or before the first (1<sup>st</sup>) day of each month during the term of the Agreement, the amount set forth below as full and complete compensation for Contractor's performance of all of the work and services required to be performed during that month by Contractor:

A. From July 1, 2022 through June 30, 2025: \$162,000 annual / \$13,500 per mo.

For a total amount not to exceed \$486,000

**2. TIME CONFLICT LIMITATION AND COMPENSATION:**

A. In addition to the compensation set out in Section 1 above, if Contractor is required to provide coverage for time conflict cases for which another Contract Public Defender is primarily responsible, but for whatever reason the duties of such other Contract Public Defender have not been performed or provided for more than thirty (30) consecutive calendar days, the Contractor is entitled to the rate of \$75.00 per hour for those time conflict cases.

B. Any requests for compensation under this section shall be submitted monthly to the County Administrative Officer for review and payment. The request shall include the case name and number, the hours worked, a brief description of services provided, the Contract Public Defender or former Contract Public Defender subject to the time conflict, and any other information requested by the County. Contractor shall be paid within 30 days of receipt of the request for payment.

**3. INCIDENTAL EXPENSES:**

A. County will reimburse Contractor in accordance with the provisions of Section 3. "Consideration," paragraphs C and F of this Agreement, for the actual cost of authorized professional services required to provide an adequate and competent defense and representation of a person which Contractor is required by this Agreement to represent. Professional services shall include, but not be limited to, investigators, photographers, accident reconstruction experts, chemists, criminalists, psychologists, psychiatrists, physicians, and other legal counsel with specialized expertise. Contractor shall on a case by case basis, and prior to incurring any expense for professional services, received written authorization for Contractor to engage the providers of specific professional services from the Judge assigned to the case. Such authorization shall specifically approve engaging each provider of professional services as well as the amount of any fees, costs, and other expenses for such services. County reserves the right to deny reimbursement to Contractor for the expenses of professional services which are either in excess of Contractor's actual costs, or the amount authorized by the Judge, or which were incurred by Contractor without the prior authorization of the assigned Judge. [See Attachment A "Scope of Work" paragraph G.1.]

**ATTACHMENT B - Continued**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND GERARD B. HARVEY  
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

**TERM:**

**FROM: JULY 1, 2022 TO: JUNE 30, 2025**

**SCHEDULE OF FEES:**

B. County will reimburse Contractor in accordance with the provisions of Terms and Conditions, "Consideration," Sections 3C. and 3F. of this Agreement, for the actual cost of authorized document photocopying which is in excess of 5,000 pages in any single case, and which is required to provide an adequate and competent defense and representation of a person whom Contractor is required by this Agreement to represent. Contractor shall on a case by case basis, and prior to incurring any expense for reimbursable photocopying, provide documentation to the County that Contractor has at his/her own expense made 5,000 copies of documents in a single case, and received written authorization for Contractor to incur reimbursable photocopying expenses from the Judge assigned to the case. Such authorization shall specifically approve incurring expenses for photocopies in excess of 5,000 pages, shall set forth the number of additional pages authorized to be copied, and the authorized cost of such copying. County reserves the right to deny reimbursement to Contractor for copying expenses which are in excess of Contractor's actual costs, or the amount authorized by the Judge, or which were incurred by Contractor without the prior authorization of the assigned Judge, or which were incurred by the Contractor in making the first 5,000 photocopy pages in any single case.

C. Contractors providing public defender services for cases arising under WIC section 300 ("dependency" cases), will have their compensation set forth in this Attachment B Section 1 reduced in the event the Court reduces or eliminates its contribution toward the cost of such public defender services, or either the Court or County otherwise terminates its agreement regarding the provision of these services:

- i. The reduction will be calculated based on the Contractor's ratio of dependency related cases to the total number of dependency related cases for which public defender services were provided as reported on the Contract Public Defender's immediate prior Monthly Case Report submitted under Section H of Attachment A, and applied to the amount that dependency funding is reduced by the Court.
- ii. In the event of termination of representation in dependency related cases, Contractor shall continue to be responsible for performing all other services set forth in this Agreement in Attachment A-1, with the exception of the representation of parties in matters arising under WIC section 300.

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND GERARD B. HARVEY  
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

**TERM:**

**FROM: JULY 1, 2022 TO: JUNE 30, 2025**

**SCHEDULE OF COUNTY PROVIDED SERVICES AND SUPPLIES:**

1. County will set up a Centrix phone line in Contractor's office for Contractor's use in providing the services and work required under this Agreement. County will pay the reasonable cost of installing this phone line in Contractor's Office. However, Contractor will pay the monthly cost of this phone line plus the cost of any calls or other services billed to this line.
2. County will provide Contractor with reasonable access to County's copying facilities for duplicating documents, and FAX facilities for transmitting documents necessary to perform the work and services required under this Agreement. Contractor will promptly pay to County the County's actual cost of providing such copying and FAX services and facilities to Contractor.
3. It is Contractor's obligation to maintain his/her files arising from the provision of public defender services under this Agreement for such time as required by law, the California Rules of Court or local rule. In keeping with this obligation Contractor shall maintain an electronic record retention program for each case in which the Contractor appears under this contract identifying for each case file the type of case (i.e. misdemeanor, felony, juvenile dependency, juvenile delinquency, conservatorship etc.), and the year when the individual case is closed by Contractor.
4. In the event of termination of this Agreement, Contractor agrees to direct all active pending files to that attorney or law firm which has agreed to assume representation of the client in each case and to retain any electronic records of closed files for such time as is set by law. It is the Contractor's obligation to personally maintain any closed files or to arrange for the proper handling of those files, in the event Contractor is no longer able to do so.



# County of Inyo



## County Administrator - Public Defender

### CONSENT - ACTION REQUIRED

**MEETING:** June 7, 2022

**FROM:** Denelle Carrington

**SUBJECT:** Approval of Contract Agreement for Public Defender Services

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#### RECOMMENDED ACTION:

Request Board: A) approve the contract between the County of Inyo and Terry K. Walker of Bishop, CA for the provision of Public Defender services in an amount not to exceed \$396,000 for the period of July 1, 2022 through June 30, 2025, contingent upon the Board's approval of future budgets; B) cancel the current contract with Terry K. Walker, effective June 30, 2022; and C) authorize the Chairperson to sign.

#### SUMMARY/JUSTIFICATION:

The County is required to provide Public Defender services for the indigent, and currently does so through independent contracts with qualified attorneys. If the County fails to provide adequate Public Defender Services, or conflicts between the County's Contract Public Defenders, the Court may appoint other attorney's ("Non-Contract" or "Out-of-Contract Public Defenders) to provide indigent legal services. Attorney's appointed by the Court as Out-of-Contract Public Defenders are entitled to charge the County at a rate set without input or control by the County.

There have been several vacancies this current year, and the County Administrator met with all of the current Public Defenders to go over the caseloads and contract amounts. The current contract Public Defenders and her came to a reasonable conclusion that the caseloads between North and South County could be distributed differently, along with who would be considered first, second, etc. for each case being handled (felonies, misdemeanors, etc.).

Ms. Walker has a current contract with the County that will be canceled once this one takes effect. She will continue to cover South County Misdemeanors first, but priorities have changed slightly as referenced in Attachment B of the contract. The dates of this new contract will also have the same dates as all other Public Defenders to make it easier for future County Administrators to work directly with them all at the same time to make sure that the caseloads and reimbursements are still in line.

#### BACKGROUND/HISTORY OF BOARD ACTIONS:

#### ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the contract, however, this is not advised as this will assist in satisfying the County's obligation to provide indigent legal services.

**OTHER AGENCY INVOLVEMENT:**

County Counsel

**FINANCING:**

Funding for this contract will be included in the Fiscal Year 2022-2023 and future budgets in the Public Defender Budget (022600) in Professional Service (5265). The negotiated contract amount is \$11,000 per month, for a total not to exceed \$132,000 each year.

**ATTACHMENTS:**

1. Walker Contract 07.01.22-06.30.25

**APPROVALS:**

Denelle Carrington  
Darcy Ellis  
Denelle Carrington  
Keri Oney  
John Vallejo  
Amy Shepherd

Created/Initiated - 5/31/2022  
Approved - 5/31/2022  
Approved - 5/31/2022  
Approved - 5/31/2022  
Approved - 5/31/2022  
Final Approval - 5/31/2022

**AGREEMENT BETWEEN COUNTY OF INYO  
AND TERRY K. WALKER  
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A PUBLIC DEFENDER**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") requires professional services for the purpose of providing legal representation before the various courts, for certain qualified indigent persons who fall within any of the following classifications:

1. Criminal defendants brought before the Superior Courts of Inyo County on felony charges (hereinafter referred to as "Felony cases");
2. Criminal defendants brought before the Superior Courts of Inyo County on misdemeanor charges (hereinafter referred to as "Misdemeanor cases");
3. Minors brought before the Juvenile Court of Inyo County for proceedings under Welfare and Institutions Code Sections 601 and 602 (hereinafter referred to as "Delinquency cases");
4. Minors and/or parents brought before the Superior Court of Inyo County and/or appropriate Courts of Appeal for proceedings under Welfare and Institutions Code section 300 (hereinafter referred to as "Dependency cases");
5. Persons ordered to show cause before the Superior Court of Inyo County re contempt for alleged failure to pay child support or before said court in proceedings to establish paternity and support (hereinafter referred to as "Child Support cases");
6. Persons involuntarily detained by Inyo County for treatment and evaluation pursuant to sections 5150 and 5170 of the Welfare and Institutions Code, or for prolonged subsequent detention pursuant to Welfare and Institutions Code sections 5250, 5260, 5300, 5304 or 6500; or proposed L.P.S Conservatees and L.P.S. Conservatees brought before the Inyo County Superior Court and/or appropriate Courts of Appeal pursuant to sections 5350 or 5352.1 of the Welfare and Institutions Code; or persons brought before the Inyo County Superior Court and/or appropriate Courts of Appeal for post adjudication of criminal mental health status proceeding under Penal Code 1026 et. seq.; Children in proceedings to declare child free from parental custody and control (Family Code section 7861); or indigent parents in proceedings to declare child free from parental custody and control (Family Code section 7860); or indigent non-custodial parents in proceedings to terminate the parent's rights for willful failure to communicate and support (Family Code section 7860); or conservatees, proposed conservatees, or persons alleged to lack legal capacity or unable to retain legal counsel and requesting the appointment of counsel in proceedings to establish a conservatorship or appoint a proposed conservator, terminate conservatorship, remove the conservator, or obtain an order authorizing removal of a temporary conservatee from the temporary conservatee's place of residence (Probate Code section 1471), [hereinafter all referred to as "Mental Health cases"];
7. Patients for whom the Contractor is appointed the patients rights advocate pursuant to Welfare and Institutions Code Section 5520, by the Inyo County Mental Health Director (hereinafter referred to as "Patient Rights Advocate Cases");
8. Persons brought before the Inyo County Superior Court for determinations and commitments under Welfare and Institutions Code Section 6600 et seq. (hereinafter referred to as "Sexually Violent Predator cases");



9. Persons taking misdemeanor criminal appeals from the Inyo County Superior Court to the Appellate Division of the Superior Court of Inyo County (hereinafter referred to as "Misdemeanor Appeal cases");
10. Persons requiring Public Defender representation under the provisions of AB 109; and
11. Any other persons for whom the County is statutorily required to fund Public Defender services.

WHEREAS, the County has by contract divided performance of the required professional services described above between private attorneys retained as independent contractors ("Contract Public Defenders") to perform public defender services for the County. The purpose of said contracts for public defender services is to provide competent and effective legal representation to qualified indigent persons appearing before the various courts and to minimize the expenditure of County funds for the payment of court appointed private attorneys appearing *pro tempore* as public defenders, in cases where the Contract Public Defenders are unable to appear due to attorney-client and/or time conflicts of interest.

WHEREAS, the County has the need for TERRY K. WALKER of Bishop, CA (hereinafter referred to as "Contractor") to provide professional legal services as a Contract Public Defender for Inyo County (North and South).

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter set forth, the County and Contractor agree as follows:

#### **TERMS AND CONDITIONS**

##### **1. SCOPE OF WORK.**

The Contractor shall furnish to the County, upon its request, all of those services and work set forth in the Scope of Work, Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by the judges of the Superior Court of Inyo County. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, as to the level or amount of services or work which will be requested or required of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to compensate Contractor, over and above that provided for in this Agreement, for the performance of any services or work required to be performed by Contractor under 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 professional standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

##### **2. TERM.**

The term of this Agreement is for the period from July 01, 2022 to June 30, 2025.

##### **3. CONSIDERATION.**

A. Compensation. County shall pay Contractor in accordance with the Schedule of Fees, Attachment B, attached hereto and by reference incorporated herein, for the performance of the services and work described in Attachment A.

B. Travel and Per Diem. Contractor will not be paid or reimbursed travel expenses or per diem for any in-county travel performed by Contractor in providing services and work under this

Agreement. County shall reimburse Contractor for Court authorized out-of-county travel expenses and per diem which Contractor incurs in providing work and services under this Agreement. Contractor shall on a case by case basis, and prior to incurring any out-of-County travel expenses or per diem, receive written authorization for Contractor to travel out-of-county on the case from the assigned judge. Properly authorized out-of-county travel and per diem expenses will be reimbursed in the same amount and to the same extent as County reimburses its permanent status employees for such expenses. County reserves the right to deny reimbursement to Contractor for out-of-county travel or per diem expenses which are either in excess of the amounts that may be paid to County's permanent status employees, or which are incurred by Contractor without the prior authorization of the assigned judge.

C. Incidental Expenses. County shall reimburse Contractor in accordance with the Schedule of Fees, Attachment B, for those incidental expenses which are specifically identified in the Schedule of Fees and which are necessarily incurred by the Contractor in providing the services and work under this Agreement. Reimbursement by County for such incidental expenses will be limited to Contractor's actual cost without regard to any administrative or overhead expenses incurred by Contractor in obtaining or utilizing such incidental services or supplies. Reimbursement for actual costs will not exceed the amounts set forth in the Schedule of Fees.

D. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for any public defender services provided. In addition, Contractor shall not, by virtue of this Agreement, be entitled 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.

E. Billing and payment. County shall pay to Contractor the monthly payments set forth in the Schedule of Fees, Attachment B, without any billing or statement from Contractor. Within 30 days of Contractor incurring any authorized incidental, travel, or per diem expenses, Contractor shall submit a statement to the County. The statement will itemize each incidental, travel, or per diem expense and identify the date and case in which the expense was incurred. The statement will include a conformed copy of the court authorization for travel and/or incidental expenses and receipts for lodging, meals, and other incidental expenses in accordance with the County's accounting procedures and rules. County will make payment to Contractor for all authorized reimbursable expenses for which a statement is properly submitted, within 30 days of the County's receipt of such statement.

F. Federal and State taxes.

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

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

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

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board.

**4. WORK SCHEDULE.**

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A. 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 the courts of Inyo County, other Inyo County Contract Public Defenders, other counsel, and parties, as necessary, to ensure that all services and work under this Agreement will be performed in a timely manner.

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

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

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

**6. COUNTY PROVIDED SERVICES AND SUPPLIES.**

County will provide Contractor with those services and supplies which are specifically identified in the Schedule of County Provided Services and Supplies, Attachment C, attached hereto and by reference incorporated herein. County incurs no obligation or requirement to reimburse or compensate Contractor if he/she for any reason either does not use the County provided services and supplies, or procures similar services and supplies from other sources.

**7. COUNTY PROPERTY.**

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

**8. PRODUCTS OF CONTRACTOR'S WORK AND SERVICES.**

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

**9. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.**

Except for the County Provided Services and Supplies provided for in Section 6 above, Contractor shall provide all such office space, supplies, equipment, vehicles, reference materials and books, postage, letterhead, stationery, secretarial services, receptionist services, legal assistant services, telephone services, duplicating services, and case storage facilities as are necessary to provide the work and services required of Contractor by this Agreement. Except for those incidental expenses specifically identified in the Schedule of Fees, Attachment B, County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items or services. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining items or services not specifically set forth in the Schedule of Fees (Attachment B) as Incidental Expenses, is the sole responsibility and obligation of Contractor.

**10. INSURANCE.**

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

**11. STATUS OF CONTRACTOR.**

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

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

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

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

**12. DEFENSE AND INDEMNIFICATION.**

Contractor shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor'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. Contractor'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 Contractor, his/her agents, employees, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor'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 Contractor to procure and maintain a policy of insurance.

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

### **13. RECORDS AND AUDIT.**

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

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which are not otherwise legally privileged information, and which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor.

C. Workload Data. Contractor shall promptly provide to County any and all workload or case data, which is not otherwise legally privileged information upon the written request of either the County Administrator or the County Board of Supervisors.

### **14. NONDISCRIMINATION.**

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

### **15. CANCELLATION.**

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor sixty (60) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving sixty (60) days written notice of such intent to cancel to County.

### **16. TERMINATION OF THIS AGREEMENT.**

Upon the termination of this Agreement or any extension thereof, County shall pay Contractor such compensation due, if any, prorated to the date of termination; and Contractor shall deliver all active and inactive case files to the attorney or law office as the County Administrator shall designate in writing.

### **17. TERMINATION OF PREVIOUS AGREEMENT.**

Contractor agrees that upon the execution of this Agreement by the parties hereto, any prior written Agreement for the provision of professional services as a Contract Public Defender for the County of Inyo shall be terminated, and the consideration for the continued representation of clients in the courts of the County of Inyo shall be subject to the terms and conditions of this Agreement as of the effective date of this Agreement. It is further understood between the parties hereto that there are no oral agreements or representations between the parties affecting this Agreement and that this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, and none thereof shall be used to interpret or construe this Agreement.

**18. ASSIGNMENT.**

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

**19. DEFAULT.**

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor.

**20. 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-eight (29) below.

**21. 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.

**22. CONFLICTS.**

Contractor agrees that he/she has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with Contractor's performance of the work and services under this Agreement. Specifically, Contractor agrees not to engage in any private legal representations of any matter which would conflict or interfere with Contractor's ability to represent clients under this Agreement. Additionally, Contractor, during the term of this Agreement agrees not to advise or represent any person, corporation or entity with a claim or cause of action against the County of Inyo, its officers, agents, or employees.

**23. POST AGREEMENT COVENANT.**

Contractor agrees not to use any confidential, protected, or privileged information which is gained in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement.

**24. SEVERABILITY.**

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

**25. FUNDING LIMITATION.**

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-seven (27) (Amendment).

**26. RENEGOTIATION.**

Either the County or the Contractor may, upon sixty (60) days written notice, initiate renegotiation of the Scope of Work (Attachment A and A-1) and Schedule of Fees (Attachment B). If as a result of renegotiations, both parties agree to modify the Scope of Work and Schedule of Fees, such modification must comply with the requirements of paragraph twenty-seven (27) (Amendment).

**27. 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.

**28. NOTICE.**

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

COUNTY OF INYO:	
<u>County Administrator</u>	Department
<u>224 North Edwards</u>	Street
<u>P.O. Drawer N</u>	
<u>Independence, CA 93526</u>	City and State

CONTRACTOR:	
<u>Terry K. Walker</u>	Name
<u>1488 Bear Creek Drive</u>	Street
<u>Bishop, CA 93514</u>	City and State

**29. ENTIRE AGREEMENT.**

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

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**AGREEMENT BETWEEN COUNTY OF INYO  
AND TERRY K. WALKER  
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

**TERM:**

**FROM: JULY 1, 2022 TO: JUNE 30, 2025**

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

**COUNTY OF INYO**

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

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

**CONTRACTOR**

By: TERRY K. WALKER  
Signature

TERRY K. WALKER

Dated: 5/20/22

**APPROVED AS TO FORM AND  
LEGALITY:**

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

**APPROVED AS TO ACCOUNTING FORM:**

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

**APPROVED AS TO INSURANCE REQUIREMENTS:**

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



**AGREEMENT BETWEEN COUNTY OF INYO  
AND TERRY K. WALKER  
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

**TERM:**

**FROM: JULY 1, 2022 TO: JUNE 30, 2025**

**SCOPE OF WORK:**

**1. PRIMARY RESPONSIBILITIES.**

**A. WARRANTY.** Contractor warrants that he/she has read and reviewed the contracts of all the other attorneys engaged by the County to provide professional services as public defenders (hereinafter referred to as "Contract Public Defenders") during the term of this Agreement. Such Agreements are by reference incorporated herein as though set forth in full. Contractor agrees and understands that he/she shall consult, confer, and agree with all the other Contract Public Defenders to, and shall provide legal representation and substitute handling and coverage of Contract Public Defender cases as required by the provisions below. Contractor agrees and understands that these provisions are of mutual benefit to Contractor and each of the other Contract Public Defenders, and does not entitle Contractor to any additional compensation under this Agreement.

**B. DEFINITIONS.**

1. "Attorney-Conflict of Interest" cases are those that would be within the primary responsibilities of another Contract Public Defender but for an attorney-client conflict of interest of that public defender. Attorney-client conflicts are those that are defined and recognized by applicable law.

2. "Time Conflict" cases are those that are within the primary responsibilities of another Contract Public Defender who is unable to fulfill his/her contractual duties to attend the courts and represent the clients in such cases for whatever reason including, but not limited to vacations, temporary illnesses, conflicting court calendars, or attendance at attorney education courses.

**C. ATTORNEY-CLIENT CONFLICT OF INTEREST CASES.** Except as may be provided in F. below, or where Contractor's own attorney-client conflict of interest or time conflict prohibits such, Contractor shall provide legal representation for attorney-client conflict of interest cases in accordance with the Conflicts Coverage Table, Attachment A-1 to this Agreement, attached hereto and by referenced incorporated herein.

**D. TIME CONFLICT CASES.** Except as may be provided in E and F below, or where Contractor's own attorney-client conflict of interest or time conflict prohibits such, Contractor shall provide substitute handling and coverage of court calendars and legal representation in time conflict cases in accordance with the Conflicts Coverage Table, Attachment A-1 to this Agreement.

**E. TIME CONFLICT CASES LIMITATION.** Contractor shall provide coverage for time conflict cases for which another Contract Public Defender is primarily responsible but for whatever reason, the duties of such other Contract Public Defender cannot be performed for a period of not more than thirty (30) consecutive calendar days.

**F. WAIVER.** The requirements for Contractor to handle attorney-client conflict of interest and time conflict cases as required by this Agreement may be waived by the County Administrator where extenuating demands are placed upon Contractor during his/her representation of the following:

**ATTACHMENT A - Continued**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND TERRY K. WALKER  
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

**TERM:**

**FROM: JULY 1, 2022 TO: JUNE 30, 2025**

**SCOPE OF WORK:**

1. A defendant charged with a Felony;
2. A defendant charged with a capitol or other serious offense in which the death penalty or life imprisonment without possibility of parole is a possible sanction;
3. A minor, who, if charged and tried as an adult, may face the death penalty or life imprisonment without the possibility of parole;
4. A minor or parent(s) on a Writ arising out of a dependency case in which the Contractor represents such minor or parent(s).

**G. DECLARATIONS FOR REIMBURSEMENT FOR PUBLIC DEFENDER FEES AND COSTS.**

1. In the event Contractor seeks reimbursement for costs spent in defense pursuant to court Order, each invoice submitted for payment shall be accompanied by a declaration affirming the invoice represents a service provided in the defense of the matter from which the Order issued and shall be signed by the attorney seeking payment of the invoice. [See Attachment B "Schedule of Fees" paragraph 3.A.]
2. Pursuant to Penal Code section 987.8 Contractor shall prior to disposition or the final hearing file with the appointing court in each and every case in which Contractor appeared as a Contract Public Defender, the requisite form or forms declaring the amount of time expended on the case by Contractor and any costs incurred in connection with Contractor's representation of the client, including but not limited to any expert or investigative fees and costs, to facilitate reimbursement hearings.
3. Contractor shall provide needed documentation required by the reviewing court to support the value of all public defender services for which reimbursement is sought pursuant to Penal Code section 987.8 or any other provision of law providing for the reimbursement to the County for the cost of public defender services.
4. Contractor shall provide the County copies of any forms or declarations provided to the court under this section in electronic format and at intervals specified by the County.

**H. MONTHLY CASE REPORTING OF HOURS AND COSTS.** Contractor shall provide monthly reports specifying the total hours and costs expended by Contractor for each specific category of cases on which the Contractor provides services under the terms of this Agreement. [See Introduction paragraphs 1-11.] County may provide Contractor the format for such reports, which shall be transmitted in electronic format. County is not requesting, nor shall Contractor provide, information which is protected by the attorney/client privilege or other confidentiality laws.

**ATTACHMENT A-1**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND TERRY K. WALKER  
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

**TERM:**

**FROM: JULY 1, 2022 TO: JUNE 30, 2025**

**COVERAGE TABLE:**

During the period of this Agreement, Contractor shall provide public defender services as set forth below:

**Primary Obligations:**

<b>First Priority:</b>	Misdemeanors, South County Dependency Delinquency (600) Adoptions Conservatorship LPS Adoptions 3 <sup>rd</sup> Conflict – Misdemeanors, North County
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**Secondary Obligations:**

All other Conflict matters, including Delinquency, Dependency, Child Support, Mental Health and Conservatorship Cases, Patient Rights Advocate Cases, AB 109 Revocation Hearings and any other matter in which the County is obligated to provide public defender services.

**Note:** The Table listed above will be followed for the majority of the cases assigned to this Public Defender. However, a Judge, when assigning a case, will consider the experience, caseload, complexity of the case and prior representation of the same client, which may result in a Public Defender assigned a case out of the listed sequence. In addition, the County reserves the right to modify the conflicts coverage table as necessary to make consistent with other Public Defender contracts as they may be amended and as necessary to address legislative changes which may impact the County's obligation to provide Public Defender services.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND TERRY K. WALKER  
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

**TERM:**

**FROM: JULY 1, 2022 TO: JUNE 30, 2025**

**SCHEDULE OF FEES:**

**1. COMPENSATION:**

County shall pay to Contractor on or before the first (1<sup>st</sup>) day of each month during the term of the Agreement, the amount set forth below as full and complete compensation for Contractor's performance of all of the work and services required to be performed during that month by Contractor:

A. From July 1, 2022 through June 30, 2025: \$132,000 annual / \$11,000 per mo.

For a total amount not to exceed \$396,000

**2. TIME CONFLICT LIMITATION AND COMPENSATION:**

A. In addition to the compensation set out in Section 1 above, if Contractor is required to provide coverage for time conflict cases for which another Contract Public Defender is primarily responsible, but for whatever reason the duties of such other Contract Public Defender have not been performed or provided for more than thirty (30) consecutive calendar days, the Contractor is entitled to the rate of \$75.00 per hour for those time conflict cases.

B. Any requests for compensation under this section shall be submitted monthly to the County Administrative Officer for review and payment. The request shall include the case name and number, the hours worked, a brief description of services provided, the Contract Public Defender or former Contract Public Defender subject to the time conflict, and any other information requested by the County. Contractor shall be paid within 30 days of receipt of the request for payment.

**3. INCIDENTAL EXPENSES:**

A. County will reimburse Contractor in accordance with the provisions of Section 3. "Consideration," paragraphs C and F of this Agreement, for the actual cost of authorized professional services required to provide an adequate and competent defense and representation of a person which Contractor is required by this Agreement to represent. Professional services shall include, but not be limited to, investigators, photographers, accident reconstruction experts, chemists, criminalists, psychologists, psychiatrists, physicians, and other legal counsel with specialized expertise. Contractor shall on a case by case basis, and prior to incurring any expense for professional services, received written authorization for Contractor to engage the providers of specific professional services from the Judge assigned to the case. Such authorization shall specifically approve engaging each provider of professional services as well as the amount of any fees, costs, and other expenses for such services. County reserves the right to deny reimbursement to Contractor for the expenses of professional services which are either in excess of Contractor's actual costs, or the amount authorized by the Judge, or which were incurred by Contractor without the prior authorization of the assigned Judge. [See Attachment A "Scope of Work" paragraph G.1.]

**ATTACHMENT B - Continued**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND TERRY K. WALKER  
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

**TERM:**

**FROM: JULY 1, 2022 TO: JUNE 30, 2025**

**SCHEDULE OF FEES:**

B. County will reimburse Contractor in accordance with the provisions of Terms and Conditions, "Consideration," Sections 3C. and 3F. of this Agreement, for the actual cost of authorized document photocopying which is in excess of 5,000 pages in any single case, and which is required to provide an adequate and competent defense and representation of a person whom Contractor is required by this Agreement to represent. Contractor shall on a case by case basis, and prior to incurring any expense for reimbursable photocopying, provide documentation to the County that Contractor has at his/her own expense made 5,000 copies of documents in a single case, and received written authorization for Contractor to incur reimbursable photocopying expenses from the Judge assigned to the case. Such authorization shall specifically approve incurring expenses for photocopies in excess of 5,000 pages, shall set forth the number of additional pages authorized to be copied, and the authorized cost of such copying. County reserves the right to deny reimbursement to Contractor for copying expenses which are in excess of Contractor's actual costs, or the amount authorized by the Judge, or which were incurred by Contractor without the prior authorization of the assigned Judge, or which were incurred by the Contractor in making the first 5,000 photocopy pages in any single case.

C. Contractors providing public defender services for cases arising under WIC section 300 ("dependency" cases), will have their compensation set forth in this Attachment B Section 1 reduced in the event the Court reduces or eliminates its contribution toward the cost of such public defender services, or either the Court or County otherwise terminates its agreement regarding the provision of these services:

- i. The reduction will be calculated based on the Contractor's ratio of dependency related cases to the total number of dependency related cases for which public defender services were provided as reported on the Contract Public Defender's immediate prior Monthly Case Report submitted under Section H of Attachment A, and applied to the amount that dependency funding is reduced by the Court.
- ii. In the event of termination of representation in dependency related cases, Contractor shall continue to be responsible for performing all other services set forth in this Agreement in Attachment A-1, with the exception of the representation of parties in matters arising under WIC section 300.

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND TERRY K. WALKER  
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

**TERM:**

**FROM: JULY 1, 2022 TO: JUNE 30, 2025**

**SCHEDULE OF COUNTY PROVIDED SERVICES AND SUPPLIES:**

1. County will set up a Centrix phone line in Contractor's office for Contractor's use in providing the services and work required under this Agreement. County will pay the reasonable cost of installing this phone line in Contractor's Office. However, Contractor will pay the monthly cost of this phone line plus the cost of any calls or other services billed to this line.
2. County will provide Contractor with reasonable access to County's copying facilities for duplicating documents, and FAX facilities for transmitting documents necessary to perform the work and services required under this Agreement. Contractor will promptly pay to County the County's actual cost of providing such copying and FAX services and facilities to Contractor.
3. It is Contractor's obligation to maintain his/her files arising from the provision of public defender services under this Agreement for such time as required by law, the California Rules of Court or local rule. In keeping with this obligation Contractor shall maintain an electronic record retention program for each case in which the Contractor appears under this contract identifying for each case file the type of case (i.e. misdemeanor, felony, juvenile dependency, juvenile delinquency, conservatorship etc.), and the year when the individual case is closed by Contractor.
4. In the event of termination of this Agreement, Contractor agrees to direct all active pending files to that attorney or law firm which has agreed to assume representation of the client in each case and to retain any electronic records of closed files for such time as is set by law. It is the Contractor's obligation to personally maintain any closed files or to arrange for the proper handling of those files, in the event Contractor is no longer able to do so.



# County of Inyo



## County Administrator - Public Defender

### COMMENT - ACTION REQUIRED

**MEETING:** June 7, 2022

**FROM:** Denelle Carrington

**SUBJECT:** Approval of Contract Agreement for Public Defender Services

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#### **RECOMMENDED ACTION:**

Request Board approve the contract between the County of Inyo and Elizabeth Corpora, Attorney at Law, A Professional Corporation of Bishop, CA for the provision of Public Defender services in an amount not to exceed \$432,000 for the period of July 1, 2022 through June 30, 2025, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign.

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

The County is required to provide Public Defender services for the indigent, and currently does so through independent contracts with qualified attorneys. If the County fails to provide adequate Public Defender Services, or conflicts between the County's Contract Public Defenders, the Court may appoint other attorney's ("Non-Contract" or "Out-of-Contract Public Defenders) to provide indigent legal services. Attorney's appointed by the Court as Out-of-Contract Public Defenders are entitled to charge the County at a rate set without input or control by the County.

There have been several vacancies this current year, and the County Administrator met with all of the current Public Defenders to go over the caseloads and contract amounts. The current contract Public Defenders and her came to a reasonable conclusion that the caseloads between North and South County could be distributed differently, along with who would be considered first, second, etc. for each case being handled (felonies, misdemeanors, etc.).

Ms. Corpora will continue to cover South County Misdemeanors first, per her latest amendment to her current contract, but priorities have changed slightly as referenced in Attachment B of the contract. The dates of this new contract will also have the same dates as all other Public Defenders to make it easier for future County Administrators to work directly with them all at the same time to make sure that the caseloads and reimbursements are still in line.

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

#### **ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to approve the contract, however, this is not advised as this will assist in satisfying the County's obligation to provide indigent legal services.

**OTHER AGENCY INVOLVEMENT:**

County Counsel

**FINANCING:**

Funding for this contract will be included in the Fiscal Year 2022-2023 and future budgets in the Public Defender Budget (022600) in Professional Service (5265). The negotiated contract amount is \$12,000 per month, for a total not to exceed \$144,000 each year.

**ATTACHMENTS:**

1. Corpora Contract 07.01.22-06.30.25

**APPROVALS:**

Denelle Carrington  
Darcy Ellis  
Denelle Carrington  
Keri Oney  
John Vallejo  
Amy Shepherd

Created/Initiated - 5/31/2022  
Approved - 5/31/2022  
Approved - 5/31/2022  
Approved - 6/2/2022  
Approved - 6/2/2022  
Final Approval - 6/2/2022



**AGREEMENT BETWEEN COUNTY OF INYO  
AND ELIZABETH CORPORA, ATTORNEY AT LAW, A PROFESSIONAL CORPORATION  
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A PUBLIC DEFENDER**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") requires professional services for the purpose of providing legal representation before the various courts, for certain qualified indigent persons who fall within any of the following classifications:

1. Criminal defendants brought before the Superior Courts of Inyo County on felony charges (hereinafter referred to as "Felony cases");
2. Criminal defendants brought before the Superior Courts of Inyo County on misdemeanor charges (hereinafter referred to as "Misdemeanor cases");
3. Minors brought before the Juvenile Court of Inyo County for proceedings under Welfare and Institutions Code Sections 601 and 602 (hereinafter referred to as "Delinquency cases");
4. Minors and/or parents brought before the Superior Court of Inyo County and/or appropriate Courts of Appeal for proceedings under Welfare and Institutions Code section 300 (hereinafter referred to as "Dependency cases");
5. Persons ordered to show cause before the Superior Court of Inyo County re contempt for alleged failure to pay child support or before said court in proceedings to establish paternity and support (hereinafter referred to as "Child Support cases");
6. Persons involuntarily detained by Inyo County for treatment and evaluation pursuant to sections 5150 and 5170 of the Welfare and Institutions Code, or for prolonged subsequent detention pursuant to Welfare and Institutions Code sections 5250, 5260, 5300, 5304 or 6500; or proposed L.P.S Conservatees and L.P.S. Conservatees brought before the Inyo County Superior Court and/or appropriate Courts of Appeal pursuant to sections 5350 or 5352.1 of the Welfare and Institutions Code; or persons brought before the Inyo County Superior Court and/or appropriate Courts of Appeal for post adjudication of criminal mental health status proceeding under Penal Code 1026 et. seq.; Children in proceedings to declare child free from parental custody and control (Family Code section 7861); or indigent parents in proceedings to declare child free from parental custody and control (Family Code section 7860); or indigent non-custodial parents in proceedings to terminate the parent's rights for willful failure to communicate and support (Family Code section 7860); or conservatees, proposed conservatees, or persons alleged to lack legal capacity or unable to retain legal counsel and requesting the appointment of counsel in proceedings to establish a conservatorship or appoint a proposed conservator, terminate conservatorship, remove the conservator, or obtain an order authorizing removal of a temporary conservatee from the temporary conservatee's place of residence (Probate Code section 1471), [hereinafter all referred to as "Mental Health cases"];
7. Patients for whom the Contractor is appointed the patients rights advocate pursuant to Welfare and Institutions Code Section 5520, by the Inyo County Mental Health Director (hereinafter referred to as "Patient Rights Advocate Cases");
8. Persons brought before the Inyo County Superior Court for determinations and commitments under Welfare and Institutions Code Section 6600 et seq. (hereinafter referred to as "Sexually Violent Predator cases");

9. Persons taking misdemeanor criminal appeals from the Inyo County Superior Court to the Appellate Division of the Superior Court of Inyo County (hereinafter referred to as "Misdemeanor Appeal cases");
10. Persons requiring Public Defender representation under the provisions of AB 109; and
11. Any other persons for whom the County is statutorily required to fund Public Defender services.

WHEREAS, the County has by contract divided performance of the required professional services described above between private attorneys retained as independent contractors ("Contract Public Defenders") to perform public defender services for the County. The purpose of said contracts for public defender services is to provide competent and effective legal representation to qualified indigent persons appearing before the various courts and to minimize the expenditure of County funds for the payment of court appointed private attorneys appearing *pro tempore* as public defenders, in cases where the Contract Public Defenders are unable to appear due to attorney-client and/or time conflicts of interest.

WHEREAS, the County has the need for ELIZABETH CORPORA, ATTORNEY AT LAW, A PROFESSIONAL CORPORATION of Bishop, CA (hereinafter referred to as "Contractor") to provide professional legal services as a Contract Public Defender for Inyo County (North and South).

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter set forth, the County and Contractor agree as follows:

#### **TERMS AND CONDITIONS**

##### **1. SCOPE OF WORK.**

The Contractor shall furnish to the County, upon its request, all of those services and work set forth in the Scope of Work, Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by the judges of the Superior Court of Inyo County. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, as to the level or amount of services or work which will be requested or required of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to compensate Contractor, over and above that provided for in this Agreement, for the performance of any services or work required to be performed by Contractor under 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 professional standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

##### **2. TERM.**

The term of this Agreement is for the period from July 01, 2022 to June 30, 2025.

##### **3. CONSIDERATION.**

A. Compensation. County shall pay Contractor in accordance with the Schedule of Fees, Attachment B, attached hereto and by reference incorporated herein, for the performance of the services and work described in Attachment A.

B. Travel and Per Diem. Contractor will not be paid or reimbursed travel expenses or per diem for any in-county travel performed by Contractor in providing services and work under this

Agreement. County shall reimburse Contractor for Court authorized out-of-county travel expenses and per diem which Contractor incurs in providing work and services under this Agreement. Contractor shall on a case by case basis, and prior to incurring any out-of-County travel expenses or per diem, receive written authorization for Contractor to travel out-of-county on the case from the assigned judge. Properly authorized out-of-county travel and per diem expenses will be reimbursed in the same amount and to the same extent as County reimburses its permanent status employees for such expenses. County reserves the right to deny reimbursement to Contractor for out-of-county travel or per diem expenses which are either in excess of the amounts that may be paid to County's permanent status employees, or which are incurred by Contractor without the prior authorization of the assigned judge.

C. Incidental Expenses. County shall reimburse Contractor in accordance with the Schedule of Fees, Attachment B, for those incidental expenses which are specifically identified in the Schedule of Fees and which are necessarily incurred by the Contractor in providing the services and work under this Agreement. Reimbursement by County for such incidental expenses will be limited to Contractor's actual cost without regard to any administrative or overhead expenses incurred by Contractor in obtaining or utilizing such incidental services or supplies. Reimbursement for actual costs will not exceed the amounts set forth in the Schedule of Fees.

D. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for any public defender services provided. In addition, Contractor shall not, by virtue of this Agreement, be entitled 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.

E. Billing and payment. County shall pay to Contractor the monthly payments set forth in the Schedule of Fees, Attachment B, without any billing or statement from Contractor. Within 30 days of Contractor incurring any authorized incidental, travel, or per diem expenses, Contractor shall submit a statement to the County. The statement will itemize each incidental, travel, or per diem expense and identify the date and case in which the expense was incurred. The statement will include a conformed copy of the court authorization for travel and/or incidental expenses and receipts for lodging, meals, and other incidental expenses in accordance with the County's accounting procedures and rules. County will make payment to Contractor for all authorized reimbursable expenses for which a statement is properly submitted, within 30 days of the County's receipt of such statement.

F. Federal and State taxes.

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

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

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

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board.

**4. WORK SCHEDULE.**

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A. 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 the courts of Inyo County, other Inyo County Contract Public Defenders, other counsel, and parties, as necessary, to ensure that all services and work under this Agreement will be performed in a timely manner.

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

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

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

**6. COUNTY PROVIDED SERVICES AND SUPPLIES.**

County will provide Contractor with those services and supplies which are specifically identified in the Schedule of County Provided Services and Supplies, Attachment C, attached hereto and by reference incorporated herein. County incurs no obligation or requirement to reimburse or compensate Contractor if he/she for any reason either does not use the County provided services and supplies, or procures similar services and supplies from other sources.

**7. COUNTY PROPERTY.**

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

**8. PRODUCTS OF CONTRACTOR'S WORK AND SERVICES.**

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

**9. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.**

Except for the County Provided Services and Supplies provided for in Section 6 above, Contractor shall provide all such office space, supplies, equipment, vehicles, reference materials and books, postage, letterhead, stationery, secretarial services, receptionist services, legal assistant services, telephone services, duplicating services, and case storage facilities as are necessary to provide the work and services required of Contractor by this Agreement. Except for those incidental expenses specifically identified in the Schedule of Fees, Attachment B, County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items or services. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining items or services not specifically set forth in the Schedule of Fees (Attachment B) as Incidental Expenses, is the sole responsibility and obligation of Contractor.

**10. INSURANCE.**

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

**11. STATUS OF CONTRACTOR.**

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

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

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

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

**12. DEFENSE AND INDEMNIFICATION.**

Contractor shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor'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. Contractor'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 Contractor, his/her agents, employees, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor'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 Contractor to procure and maintain a policy of insurance.

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

**13. RECORDS AND AUDIT.**

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

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which are not otherwise legally privileged information, and which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor.

C. Workload Data. Contractor shall promptly provide to County any and all workload or case data, which is not otherwise legally privileged information upon the written request of either the County Administrator or the County Board of Supervisors.

**14. NONDISCRIMINATION.**

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

**15. CANCELLATION.**

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor sixty (60) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving sixty (60) days written notice of such intent to cancel to County.

**16. TERMINATION OF THIS AGREEMENT.**

Upon the termination of this Agreement or any extension thereof, County shall pay Contractor such compensation due, if any, prorated to the date of termination; and Contractor shall deliver all active and inactive case files to the attorney or law office as the County Administrator shall designate in writing.

**17. TERMINATION OF PREVIOUS AGREEMENT.**

Contractor agrees that upon the execution of this Agreement by the parties hereto, any prior written Agreement for the provision of professional services as a Contract Public Defender for the County of Inyo shall be terminated, and the consideration for the continued representation of clients in the courts of the County of Inyo shall be subject to the terms and conditions of this Agreement as of the effective date of this Agreement. It is further understood between the parties hereto that there are no oral agreements or representations between the parties affecting this Agreement and that this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, and none thereof shall be used to interpret or construe this Agreement.

**18. ASSIGNMENT.**

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

**19. DEFAULT.**

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor.

**20. 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-eight (29) below.

**21. 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.

**22. CONFLICTS.**

Contractor agrees that he/she has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with Contractor's performance of the work and services under this Agreement. Specifically, Contractor agrees not to engage in any private legal representations of any matter which would conflict or interfere with Contractor's ability to represent clients under this Agreement. Additionally, Contractor, during the term of this Agreement agrees not to advise or represent any person, corporation or entity with a claim or cause of action against the County of Inyo, its officers, agents, or employees.

**23. POST AGREEMENT COVENANT.**

Contractor agrees not to use any confidential, protected, or privileged information which is gained in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement.

**24. SEVERABILITY.**

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

**25. FUNDING LIMITATION.**

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-seven (27) (Amendment).

**26. RENEGOTIATION.**

Either the County or the Contractor may, upon sixty (60) days written notice, initiate renegotiation of the Scope of Work (Attachment A and A-1) and Schedule of Fees (Attachment B). If as a result of renegotiations, both parties agree to modify the Scope of Work and Schedule of Fees, such modification must comply with the requirements of paragraph twenty-seven (27) (Amendment).

**27. 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.

**28. NOTICE.**

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

COUNTY OF INYO:	
<u>County Administrator</u>	Department
<u>224 North Edwards</u>	Street
<u>P.O. Drawer N</u>	
<u>Independence, CA 93526</u>	City and State

CONTRACTOR:	
<u>Elizabeth Corpora</u>	Name
<u>Attorney at Law, A Professional Corporation</u>	
<u>PO Box 1161</u>	Street
<u>Bishop, CA 93515</u>	City and State

**29. ENTIRE AGREEMENT.**

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

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**AGREEMENT BETWEEN COUNTY OF INYO  
AND ELIZABETH CORPORA, ATTORNEY AT LAW, A PROFESSIONAL CORPORATION  
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

**TERM:**

**FROM: JULY 1, 2022 TO: JUNE 30, 2025**

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

**COUNTY OF INYO**

**CONTRACTOR**

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

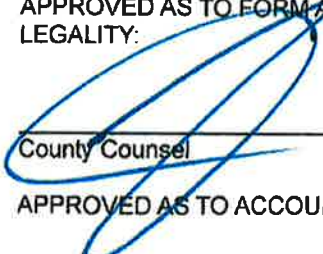
By: L. Elizabeth Corpora  
Signature

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

Lynne Elizabeth Corpora

Dated: 24 May 2022

APPROVED AS TO FORM AND  
LEGALITY:

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

APPROVED AS TO ACCOUNTING FORM:

Christie Martindale  
\_\_\_\_\_  
County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:

Aaron Holmberg  
\_\_\_\_\_  
County Risk Manager

**AGREEMENT BETWEEN COUNTY OF INYO  
AND ELIZABETH CORPORA, ATTORNEY AT LAW, A PROFESSIONAL CORPORATION  
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

**TERM:**

**FROM: JULY 1, 2022 TO: JUNE 30, 2025**

**SCOPE OF WORK:**

**1. PRIMARY RESPONSIBILITIES.**

**A. WARRANTY.** Contractor warrants that he/she has read and reviewed the contracts of all the other attorneys engaged by the County to provide professional services as public defenders (hereinafter referred to as "Contract Public Defenders") during the term of this Agreement. Such Agreements are by reference incorporated herein as though set forth in full. Contractor agrees and understands that he/she shall consult, confer, and agree with all the other Contract Public Defenders to, and shall provide legal representation and substitute handling and coverage of Contract Public Defender cases as required by the provisions below. Contractor agrees and understands that these provisions are of mutual benefit to Contractor and each of the other Contract Public Defenders, and does not entitle Contractor to any additional compensation under this Agreement.

**B. DEFINITIONS.**

1. "Attorney-Conflict of Interest" cases are those that would be within the primary responsibilities of another Contract Public Defender but for an attorney-client conflict of interest of that public defender. Attorney-client conflicts are those that are defined and recognized by applicable law.

2. "Time Conflict" cases are those that are within the primary responsibilities of another Contract Public Defender who is unable to fulfill his/her contractual duties to attend the courts and represent the clients in such cases for whatever reason including, but not limited to vacations, temporary illnesses, conflicting court calendars, or attendance at attorney education courses.

**C. ATTORNEY-CLIENT CONFLICT OF INTEREST CASES.** Except as may be provided in F. below, or where Contractor's own attorney-client conflict of interest or time conflict prohibits such, Contractor shall provide legal representation for attorney-client conflict of interest cases in accordance with the Conflicts Coverage Table, Attachment A-1 to this Agreement, attached hereto and by referenced incorporated herein.

**D. TIME CONFLICT CASES.** Except as may be provided in E and F below, or where Contractor's own attorney-client conflict of interest or time conflict prohibits such, Contractor shall provide substitute handling and coverage of court calendars and legal representation in time conflict cases in accordance with the Conflicts Coverage Table, Attachment A-1 to this Agreement.

**E. TIME CONFLICT CASES LIMITATION.** Contractor shall provide coverage for time conflict cases for which another Contract Public Defender is primarily responsible but for whatever reason, the duties of such other Contract Public Defender cannot performed for a period of not more than thirty (30) consecutive calendar days.

**F. WAIVER.** The requirements for Contractor to handle attorney-client conflict of interest and time conflict cases as required by this Agreement may be waived by the County Administrator where extenuating demands are placed upon Contractor during his/her representation of the following:

**ATTACHMENT A - Continued**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND ELIZABETH CORPORA, ATTORNEY AT LAW, A PROFESSIONAL CORPORATION  
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

**TERM:**

**FROM: JULY 1, 2022 TO: JUNE 30, 2025**

**SCOPE OF WORK:**

1. A defendant charged with a Felony;
2. A defendant charged with a capitol or other serious offense in which the death penalty or life imprisonment without possibility of parole is a possible sanction;
3. A minor, who, if charged and tried as an adult, may face the death penalty or life imprisonment without the possibility of parole;
4. A minor or parent(s) on a Writ arising out of a dependency case in which the Contractor represents such minor or parent(s).

**G. DECLARATIONS FOR REIMBURSEMENT FOR PUBLIC DEFENDER FEES AND COSTS.**

1. In the event Contractor seeks reimbursement for costs spent in defense pursuant to court Order, each invoice submitted for payment shall be accompanied by a declaration affirming the invoice represents a service provided in the defense of the matter from which the Order issued and shall be signed by the attorney seeking payment of the invoice. [See Attachment B "Schedule of Fees" paragraph 3.A.]
2. Pursuant to Penal Code section 987.8 Contractor shall prior to disposition or the final hearing file with the appointing court in each and every case in which Contractor appeared as a Contract Public Defender, the requisite form or forms declaring the amount of time expended on the case by Contractor and any costs incurred in connection with Contractor's representation of the client, including but not limited to any expert or investigative fees and costs, to facilitate reimbursement hearings.
3. Contractor shall provide needed documentation required by the reviewing court to support the value of all public defender services for which reimbursement is sought pursuant to Penal Code section 987.8 or any other provision of law providing for the reimbursement to the County for the cost of public defender services.
4. Contractor shall provide the County copies of any forms or declarations provided to the court under this section in electronic format and at intervals specified by the County.

**H. MONTHLY CASE REPORTING OF HOURS AND COSTS.** Contractor shall provide monthly reports specifying the total hours and costs expended by Contractor for each specific category of cases on which the Contractor provides services under the terms of this Agreement. [See Introduction paragraphs 1-11.] County may provide Contractor the format for such reports, which shall be transmitted in electronic format. County is not requesting, nor shall Contractor provide, information which is protected by the attorney/client privilege or other confidentiality laws.

**ATTACHMENT A-1**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND ELIZABETH CORPORA, ATTORNEY AT LAW, A PROFESSIONAL CORPORATION  
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

**TERM:**

**FROM: JULY 1, 2022 TO: JUNE 30, 2025**

**COVERAGE TABLE:**

During the period of this Agreement, Contractor shall provide public defender services as set forth below:

**Primary Obligations:**

<b>First Priority:</b>	<b>Felonies, South County</b>
	<b>1<sup>st</sup> Conflict – Misdemeanors, South County</b>
	<b>2<sup>nd</sup> Conflict – Felonies, North County</b>
	<b>Dependency – 2<sup>nd</sup></b>
	<b>1<sup>st</sup> Conflict – Conservatorship/Guardianship</b>

**Secondary Obligations:**

All other Conflict matters, including Delinquency, Dependency, Child Support, Mental Health and Conservatorship Cases, Patient Rights Advocate Cases, AB 109 Revocation Hearings and any other matter in which the County is obligated to provide public defender services.

**Note:** The Table listed above will be followed for the majority of the cases assigned to this Public Defender. However, a Judge, when assigning a case, will consider the experience, caseload, complexity of the case and prior representation of the same client, which may result in a Public Defender assigned a case out of the listed sequence. In addition, the County reserves the right to modify the conflicts coverage table as necessary to make consistent with other Public Defender contracts as they may be amended and as necessary to address legislative changes which may impact the County's obligation to provide Public Defender services.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND ELIZABETH CORPORA, ATTORNEY AT LAW, A PROFESSIONAL CORPORATION  
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

**TERM:**

**FROM: JULY 1, 2022 TO: JUNE 30, 2025**

**SCHEDULE OF FEES:**

**1. COMPENSATION:**

County shall pay to Contractor on or before the first (1<sup>st</sup>) day of each month during the term of the Agreement, the amount set forth below as full and complete compensation for Contractor's performance of all of the work and services required to be performed during that month by Contractor:

A. From July 1, 2022 through June 30, 2025: \$144,000 annual / \$12,000 per mo.

For a total amount not to exceed \$432,000

**2. TIME CONFLICT LIMITATION AND COMPENSATION:**

A. In addition to the compensation set out in Section 1 above, if Contractor is required to provide coverage for time conflict cases for which another Contract Public Defender is primarily responsible, but for whatever reason the duties of such other Contract Public Defender have not been performed or provided for more than thirty (30) consecutive calendar days, the Contractor is entitled to the rate of \$75.00 per hour for those time conflict cases.

B. Any requests for compensation under this section shall be submitted monthly to the County Administrative Officer for review and payment. The request shall include the case name and number, the hours worked, a brief description of services provided, the Contract Public Defender or former Contract Public Defender subject to the time conflict, and any other information requested by the County. Contractor shall be paid within 30 days of receipt of the request for payment.

**3. INCIDENTAL EXPENSES:**

A. County will reimburse Contractor in accordance with the provisions of Section 3. "Consideration," paragraphs C and F of this Agreement, for the actual cost of authorized professional services required to provide an adequate and competent defense and representation of a person which Contractor is required by this Agreement to represent. Professional services shall include, but not be limited to, investigators, photographers, accident reconstruction experts, chemists, criminalists, psychologists, psychiatrists, physicians, and other legal counsel with specialized expertise. Contractor shall on a case by case basis, and prior to incurring any expense for professional services, received written authorization for Contractor to engage the providers of specific professional services from the Judge assigned to the case. Such authorization shall specifically approve engaging each provider of professional services as well as the amount of any fees, costs, and other expenses for such services. County reserves the right to deny reimbursement to Contractor for the expenses of professional services which are either in excess of Contractor's actual costs, or the amount authorized by the Judge, or which were incurred by Contractor without the prior authorization of the assigned Judge. [See Attachment A "Scope of Work" paragraph G.1.]

**ATTACHMENT B - Continued**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND ELIZABETH CORPORA, ATTORNEY AT LAW, A PROFESSIONAL CORPORATION  
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

**TERM:**

**FROM: JULY 1, 2022 TO: JUNE 30, 2025**

**SCHEDULE OF FEES:**

B. County will reimburse Contractor in accordance with the provisions of Terms and Conditions, "Consideration," Sections 3C. and 3F. of this Agreement, for the actual cost of authorized document photocopying which is in excess of 5,000 pages in any single case, and which is required to provide an adequate and competent defense and representation of a person whom Contractor is required by this Agreement to represent. Contractor shall on a case by case basis, and prior to incurring any expense for reimbursable photocopying, provide documentation to the County that Contractor has at his/her own expense made 5,000 copies of documents in a single case, and received written authorization for Contractor to incur reimbursable photocopying expenses from the Judge assigned to the case. Such authorization shall specifically approve incurring expenses for photocopies in excess of 5,000 pages, shall set forth the number of additional pages authorized to be copied, and the authorized cost of such copying. County reserves the right to deny reimbursement to Contractor for copying expenses which are in excess of Contractor's actual costs, or the amount authorized by the Judge, or which were incurred by Contractor without the prior authorization of the assigned Judge, or which were incurred by the Contractor in making the first 5,000 photocopy pages in any single case.

C. Contractors providing public defender services for cases arising under WIC section 300 ("dependency" cases), will have their compensation set forth in this Attachment B Section 1 reduced in the event the Court reduces or eliminates its contribution toward the cost of such public defender services, or either the Court or County otherwise terminates its agreement regarding the provision of these services:

- i. The reduction will be calculated based on the Contractor's ratio of dependency related cases to the total number of dependency related cases for which public defender services were provided as reported on the Contract Public Defender's immediate prior Monthly Case Report submitted under Section H of Attachment A, and applied to the amount that dependency funding is reduced by the Court.
- ii. In the event of termination of representation in dependency related cases, Contractor shall continue to be responsible for performing all other services set forth in this Agreement in Attachment A-1, with the exception of the representation of parties in matters arising under WIC section 300.

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND ELIZABETH CORPORA, ATTORNEY AT LAW, A PROFESSIONAL CORPORATION  
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

**TERM:**

**FROM: JULY 1, 2022 TO: JUNE 30, 2025**

**SCHEDULE OF COUNTY PROVIDED SERVICES AND SUPPLIES:**

1. County will set up a Centrix phone line in Contractor's office for Contractor's use in providing the services and work required under this Agreement. County will pay the reasonable cost of installing this phone line in Contractor's Office. However, Contractor will pay the monthly cost of this phone line plus the cost of any calls or other services billed to this line.
2. County will provide Contractor with reasonable access to County's copying facilities for duplicating documents, and FAX facilities for transmitting documents necessary to perform the work and services required under this Agreement. Contractor will promptly pay to County the County's actual cost of providing such copying and FAX services and facilities to Contractor.
3. It is Contractor's obligation to maintain his/her files arising from the provision of public defender services under this Agreement for such time as required by law, the California Rules of Court or local rule. In keeping with this obligation Contractor shall maintain an electronic record retention program for each case in which the Contractor appears under this contract identifying for each case file the type of case (i.e. misdemeanor, felony, juvenile dependency, juvenile delinquency, conservatorship etc.), and the year when the individual case is closed by Contractor.
4. In the event of termination of this Agreement, Contractor agrees to direct all active pending files to that attorney or law firm which has agreed to assume representation of the client in each case and to retain any electronic records of closed files for such time as is set by law. It is the Contractor's obligation to personally maintain any closed files or to arrange for the proper handling of those files, in the event Contractor is no longer able to do so.

**ATTACHMENT D**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND ELIZABETH CORPORA, ATTORNEY AT LAW, A PROFESSIONAL CORPORATION  
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

**TERM:**

**FROM: JULY 1, 2022 TO: JUNE 30, 2025**

**FORM W-9**

**Request for Taxpayer  
Identification Number and Certification**  
*(Please submit W-9 form with Contract, available on-line or by County)*



**ATTACHMENT E**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND ELIZABETH CORPORA, ATTORNEY AT LAW, A PROFESSIONAL CORPORATION FOR THE  
PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

**TERM:**

**FROM: JULY 1, 2022 TO: JUNE 30, 2025**

**SEE ATTACHED INSURANCE PROVISIONS**



# County of Inyo



## County Administrator - Public Defender

### CONSENT - ACTION REQUIRED

**MEETING:** June 7, 2022

**FROM:** Denelle Carrington

**SUBJECT:** Approval of Contract Amendment #3 for Public Defender Contract

---

**RECOMMENDED ACTION:**

Request Board ratify and approve the agreement between the County of Inyo and Elizabeth Corpora, Attorney At Law, A Professional Corporation of Bishop, CA for the provision of Public Defender services in an amount not to exceed \$234,630 for the period of July 1, 2015 through June 30, 2022, and authorize the Chairperson to sign.

**SUMMARY/JUSTIFICATION:**

This amendment increases the contract by a total amount of \$7,626. Currently Ms. Corpora's contract reimburses her at a monthly rate of \$9,458.33. This will increase her monthly reimbursement to \$12,000 per month.

There have been several vacancies this current year, and the County Administrator met with all of the current Public Defenders to go over the caseloads and contract amounts. The current contract Public Defenders and her came to a reasonable conclusion that the caseloads between North and South County could be distributed differently, along with who would be considered first, second, etc. for each case being handled (felonies, misdemeanors, etc.).

Ms. Corpora had a change in duties as of April 1st and started providing those services, with the agreement that her monthly rate would increase based on that caseload. This amendment meets that criteria.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose to deny the approval of the amendment, however this is not advised as the Public Defender is currently providing the additional duties.

**OTHER AGENCY INVOLVEMENT:**

County Counsel

**FINANCING:**

There is sufficient funding in the Public Defender Budget (022600) in Professional Services (5265) to cover this increase.

**ATTACHMENTS:**

1. Corpora Amendment No. 3
2. Corpora Original Contract

**APPROVALS:**

Denelle Carrington  
Darcy Ellis  
Denelle Carrington  
Keri Oney  
John Vallejo  
Amy Shepherd

Created/Initiated - 5/31/2022  
Approved - 5/31/2022  
Approved - 5/31/2022  
Approved - 5/31/2022  
Approved - 5/31/2022  
Final Approval - 5/31/2022

**AMENDMENT NUMBER   3   TO**  
**AGREEMENT BETWEEN THE COUNTY OF INYO AND**  
**Elizabeth Corpora, Attorney At Law, A Professional Corporation**  
**FOR THE PROVISION OF PROFESSIONAL SERVICES AS A PUBLIC DEFENDER**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Elizabeth Corpora, Attorney At Law, A Professional Corporation, of Bishop, California (hereinafter referred to as "Contractor"), have entered into an Agreement to provide professional legal services as a Contract Public Defender for Inyo County (North and South) dated June 16, 2015, June 27, 2017, and June 9, 2020, on County of Inyo Standard Contract No. 160, for the term from July 1, 2015 to June 30, 2022.

WHEREAS, County and Contractor do desire and consent to amend such Agreement as set forth below.

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

County and Contractor hereby amend such Agreement as follows:

In Attachment A-1, Agreement Between County of Inyo and Elizabeth Corpora, Attorney At Law, A Professional Corporation for the provision of professional services as a Public Defender, the following is amended to read as follows.

Primary Obligations:   South Felonies  
                                  1<sup>st</sup> Conflict South Misdemeanor  
                                  2<sup>nd</sup> Conflict North Felonies  
                                  Dependency - #2  
                                  1<sup>st</sup> Conflict Conservatorship/Guardianship

In Attachment B, Agreement Between County of Inyo and Elizabeth Corpora, Attorney At Law, A Professional Corporation for the provision of professional services as a Public Defender, the following is amended to read as follows:

**1.    COMPENSATION.**

Change the following:

A.    From July 1, 2015 through March 31, 2022:    \$113,500 per year/\$9,458 per month  
      From April 1, 2022 through June 30, 2022:    \$144,000 per year/\$12,000 per month

The effective date of this Amendment to the Agreement is April 1, 2022.

All the other terms and conditions of the Agreement are unchanged and remain the same.

**AMENDMENT NUMBER 3 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
Elizabeth Corpora, Attorney At Law, A Professional Corporation  
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A PUBLIC DEFENDER**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS

\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_

COUNTY OF INYO

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

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

CONTRACTOR

By: *Lynne Elizabeth Corpora*  
Signature

Lynne Elizabeth Corpora  
Type or Print

Dated: 24 May 2022

APPROVED AS TO FORM AND LEGALITY

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

APPROVED AS TO ACCOUNTING FORM:

*Christie Martindale*  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

*K. Oney*  
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

*Caron Holmberg*  
County Risk Manager

# *In the Rooms of the Board of Supervisors*

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisor of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 16<sup>th</sup> day of *JUNE, 2015* an order was duly made and entered as follows:

Public Defender/  
Corpora Contract

Moved by Supervisor Tillemans and seconded by Supervisor Pucci to approve the Agreement between the County of Inyo and Elizabeth Corpora, Attorney at Law, a Professional Corporation, for the provision of professional services as a Public Defender (dependency cases, delinquency cases, child support cases, patient rights advocate cases, mental health and conservatorship cases) for the period of July 1, 2015 through June 30, 2017 in an amount not to exceed \$227,000, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 16<sup>th</sup>

Day of June 2015



KEVIN D. CARUNCHIO  
Clerk of the Board of Supervisors

By:

*Patricia Gunsolley*  
Patricia Gunsolley, Assistant

## Routing

CC \_\_\_\_\_  
Purchasing \_\_\_\_\_  
Personnel \_\_\_\_\_  
Auditor \_\_\_\_\_  
CAO  \_\_\_\_\_  
Other \_\_\_\_\_

DATE: July 6, 2015



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only:  
AGENDA NUMBER

39

- Consent     Departmental     Correspondence Action     Public Hearing  
 Scheduled Time for     Closed Session     Informational

**FROM:** County Administrator

**FOR THE BOARD MEETING OF:** June 16, 2015

**SUBJECT:** Approval of Agreement for Public Defender Services

**DEPARTMENTAL RECOMMENDATION:**

Recommend Board approve the agreement between the County of Inyo and Elizabeth Corpora, Attorney at Law, a Professional Corporation, for the Provision of Professional Services As a Public Defender [Dependency Cases, Delinquency Cases, Child Support Cases, Patients Rights Advocate Cases, Mental Health and Conservatorship Cases] for the period of July 1, 2015 through June 30, 2017, in an amount not to exceed \$227,000 pending appropriate signatures and adoption of future County Budgets, and authorize the Chair to sign.

**SUMMARY DISCUSSION:**

The County is required to provide Public Defender services for the indigent, and currently does so through independent contracts with qualified attorneys. If the County fails to provide adequate Public Defender services, or conflicts exist between the County's Contract Public Defenders, the Court may appoint other attorneys ("Non-Contract" or "Out-of-Contract" Public Defenders) to provide indigent legal services. Attorneys appointed by the Court as Out-of-Contract Public Defenders are entitled to charge the County at a rate set without input or control by the County.

The County's current contract with attorney Elizabeth Corpora for the provision of public defender services for the Welfare and Institutions, Family Support and Juvenile Court public defender services will be expiring June 30, 2015.

To ensure the provision of adequate Public Defender services, and in an effort to minimize potential conflicts (and provide coverage when conflicts exist), the County's Public Defender contracts are generally structured to divide Public Defender services between the juvenile and the adult courts, and each Public Defender is assigned primary and secondary responsibilities; usually with priorities for conflict coverage assigned within each responsibility area. In this manner, the County is able to ensure reasonable coverage for legal representation that the County is required to provide before the various courts for qualified indigent persons. Working with County Counsel, this public defender contract and associated scope of work for the agreement presented for your Board's consideration today has been revised to provide greater accountability in the provision of indigent legal services, including providing the County a means of possibly recouping public defender costs.

**ALTERNATIVES:**

Your Board could choose not to approve the contract with Elizabeth Corpora, however, this is not advised - the contract is fair and will satisfy the County's obligation to provide indigent legal services more efficiently and cost-effectively than paying for out-of-contract legal services.

**OTHER AGENCY INVOLVEMENT:**

County Counsel

**FINANCING:**

Funding for this contract exists in the Fiscal Year 2015-2016 Preliminary Budget, and in the outlying years the contract is contingent on approval of future County Budgets.

<b><u>APPROVALS</u></b>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>06/11/15</u> Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>eps</u> Date <u>6/11/2015</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <u>✓</u> Date <u>06-11-2015</u>

**DEPARTMENT HEAD SIGNATURE:**

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



Date: 06-11-2015



**AGREEMENT BETWEEN COUNTY OF INYO  
AND ELIZABETH CORPORA, ATTORNEY AT LAW, A PROFESSIONAL CORPORATION  
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A PUBLIC DEFENDER**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") requires professional services for the purpose of providing legal representation before the various courts, for certain qualified indigent persons who fall within any of the following classifications:

1. Criminal defendants brought before the Superior Courts of Inyo County on felony charges (hereinafter referred to as "Felony cases");
2. Criminal defendants brought before the Superior Courts of Inyo County on misdemeanor charges (hereinafter referred to as "Misdemeanor cases");
3. Minors brought before the Juvenile Court of Inyo County for proceedings under Welfare and Institutions Code Sections 601 and 602 (hereinafter referred to as "Delinquency cases");
4. Minors and/or parents brought before the Superior Court of Inyo County and/or appropriate Courts of Appeal for proceedings under Welfare and Institutions Code section 300 (hereinafter referred to as "Dependency cases");
5. Persons ordered to show cause before the Superior Court of Inyo County re contempt for alleged failure to pay child support or before said court in proceedings to establish paternity and support (hereinafter referred to as "Child Support cases");
6. Persons involuntarily detained by Inyo County for treatment and evaluation pursuant to sections 5150 and 5170 of the Welfare and Institutions Code, or for prolonged subsequent detention pursuant to Welfare and Institutions Code sections 5250, 5260, 5300, 5304 or 6500; or proposed L.P.S Conservatees and L.P.S. Conservatees brought before the Inyo County Superior Court and/or appropriate Courts of Appeal pursuant to sections 5350 or 5352.1 of the Welfare and Institutions Code; or persons brought before the Inyo County Superior Court and/or appropriate Courts of Appeal for post adjudication of criminal mental health status proceeding under Penal Code 1026 et. seq.; Children in proceedings to declare child free from parental custody and control (Family Code section 7861); or indigent parents in proceedings to declare child free from parental custody and control (Family Code section 7860); or indigent non-custodial parents in proceedings to terminate the parent's rights for willful failure to communicate and support (Family Code section 7860); or conservatees, proposed conservatees, or persons alleged to lack legal capacity or unable to retain legal counsel and requesting the appointment of counsel in proceedings to establish a conservatorship or appoint a proposed conservator, terminate conservatorship, remove the conservator, or obtain an order authorizing removal of a temporary conservatee from the temporary conservatee's place of residence (Probate Code section 1471), [hereinafter all referred to as "Mental Health cases");
7. Patients for whom the Contractor is appointed the patients rights advocate pursuant to Welfare and Institutions Code Section 5520, by the Inyo County Mental Health Director (hereinafter referred to as "Patient Rights Advocate Cases");
8. Persons brought before the Inyo County Superior Court for determinations and commitments under Welfare and Institutions Code Section 6600 et seq. (hereinafter referred to as "Sexually Violent Predator cases");

9. Persons taking misdemeanor criminal appeals from the Inyo County Superior Court to the Appellate Division of the Superior Court of Inyo County (hereinafter referred to as "Misdemeanor Appeal cases"); and
10. Persons requiring Public Defender representation under the provisions of AB 109; and
11. Any other persons for whom the County is statutorily required to fund Public Defender services.

WHEREAS, the County has by contract divided performance of the required professional services described above between private attorneys retained as independent contractors ("Contract Public Defenders") to perform public defender services for the County. The purpose of said contracts for public defender services is to provide competent and effective legal representation to qualified indigent persons appearing before the various courts and to minimize the expenditure of County funds for the payment of court appointed private attorneys appearing *pro tempore* as public defenders, in cases where the Contract Public Defenders are unable to appear due to attorney-client and/or time conflicts of interest.

WHEREAS, the County has the need for Elizabeth Corpora, Attorney at Law, a Professional Corporation of Bishop, CA (hereinafter referred to as "Contractor") to provide professional legal services as a Contract Public Defender for Inyo County (North and South).

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter set forth, the County and Contractor agree as follows:

#### **TERMS AND CONDITIONS**

##### **1. SCOPE OF WORK.**

The Contractor shall furnish to the County, upon its request, all of those services and work set forth in the Scope of Work, Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by the judges of the Superior Court of Inyo County. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, as to the level or amount of services or work which will be requested or required of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to compensate Contractor, over and above that provided for in this Agreement, for the performance of any services or work required to be performed by Contractor under 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 professional standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

##### **2. TERM.**

The term of this Agreement is for the period from July 1, 2015 to June 30, 2017.

##### **3. CONSIDERATION.**

A. Compensation. County shall pay Contractor in accordance with the Schedule of Fees, Attachment B, attached hereto and by reference incorporated herein, for the performance of the services and work described in Attachment A.

B. Travel and Per Diem. Contractor will not be paid or reimbursed travel expenses or per diem for any in-county travel performed by Contractor in providing services and work under this

Agreement. County shall reimburse Contractor for Court authorized out-of-county travel expenses and per diem which Contractor incurs in providing work and services under this Agreement. Contractor shall on a case by case basis, and prior to incurring any out-of-County travel expenses or per diem, receive written authorization for Contractor to travel out-of-county on the case from the assigned judge. Properly authorized out-of-county travel and per diem expenses will be reimbursed in the same amount and to the same extent as County reimburses its permanent status employees for such expenses. County reserves the right to deny reimbursement to Contractor for out-of-county travel or per diem expenses which are either in excess of the amounts that may be paid to County's permanent status employees, or which are incurred by Contractor without the prior authorization of the assigned judge.

C. Incidental Expenses. County shall reimburse Contractor in accordance with the Schedule of Fees, Attachment B, for those incidental expenses which are specifically identified in the Schedule of Fees and which are necessarily incurred by the Contractor in providing the services and work under this Agreement. Reimbursement by County for such incidental expenses will be limited to Contractor's actual cost without regard to any administrative or overhead expenses incurred by Contractor in obtaining or utilizing such incidental services or supplies. Reimbursement for actual costs will not exceed the amounts set forth in the Schedule of Fees.

D. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for any public defender services provided. In addition, Contractor shall not, by virtue of this Agreement, be entitled 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.

E. Billing and payment. County shall pay to Contractor the monthly payments set forth in the Schedule of Fees, Attachment B, without any billing or statement from Contractor, provided that Contractor shall on no more frequently than a monthly basis submit to the County and/or Court a statement showing Contractor's charges for time and expenses as incurred if the Court has ordered the client to pay such charges. Within 30 days of Contractor incurring any authorized incidental, travel, or per diem expenses, Contractor shall submit a statement to the County. The statement will itemize each incidental, travel, or per diem expense and identify the date and case in which the expense was incurred. The statement will include a conformed copy of the court authorization for travel and/or incidental expenses and receipts for lodging, meals, and other incidental expenses in accordance with the County's accounting procedures and rules. County will make payment to Contractor for all authorized reimbursable expenses for which a statement is properly submitted, within 30 days of the County's receipt of such statement.

F. Federal and State taxes.

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

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

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

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board.

**4. WORK SCHEDULE.**

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A. It is understood by Contractor that the performance of the services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with the courts of Inyo County, other Inyo County Contract Public Defenders, other counsel, and parties, as necessary, to insure that all services and work under this Agreement will be performed in a timely manner.

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

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

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

**6. COUNTY PROVIDED SERVICES AND SUPPLIES.**

County will provide Contractor with those services and supplies which are specifically identified in the Schedule of County Provided Services and Supplies, Attachment C, attached hereto and by reference incorporated herein. County incurs no obligation nor requirement to reimburse or compensate Contractor if he/she for any reason does not use the County provided services and supplies, or procures similar services and supplies from other sources.

**7. COUNTY PROPERTY.**

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

**8. PRODUCTS OF CONTRACTOR'S WORK AND SERVICES.**

Unless otherwise legally privileged, 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, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the Contractor.

**9. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.**

Except for the County Provided Services and Supplies provided for in Section 6 above, Contractor shall provide all such office space, supplies, equipment, vehicles, reference materials and books, postage, letterhead, stationery, secretarial services, receptionist services, legal assistant services, telephone services, duplicating services, and case storage facilities as are necessary to provide the work and services required of Contractor by this Agreement. Except for those incidental expenses specifically identified in the Schedule of Fees, Attachment B, County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items or services. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining items or services not specifically set forth in the Schedule of Fees (Attachment B) as Incidental Expenses, is the sole responsibility and obligation of Contractor.

**10. WORKERS' COMPENSATION.**

To the extent required by law, Contractor shall provide statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than \$1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. The County of Inyo, its agents, officers and employees shall be named as additional insured and a waiver of subrogation shall be provided.

**11. INSURANCE.**

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

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

B. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1. General Liability (including operations, products and completed operations as applicable): \$100,000.00 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$300,000.00 per accident for bodily injury and property damage.
3. Employer's Liability: \$500,000.00 per accident for bodily injury or disease.
4. Malpractice/ Professional Liability: \$1,000,000.00 per occurrence.

C. Deductibles and Self-insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees

and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

D. Other Insurance Provisions. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The County, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and 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, or as a separate owner's policy (CG 20 10 11 85).
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

E. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. The County at its option may waive this requirement.

F. Verification of Coverage. Contractor shall furnish the County with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the County, or if on forms other than the County's forms, provide such endorsements or policies that conform to the County's requirements. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by the specifications at any time.

## 12. STATUS OF CONTRACTOR.

All acts of Contractor, his/her agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the County is to be considered an employee of Contractor. 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 INDEMNIFICATION.

Contractor shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor'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. Contractor'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 Contractor, his/her agents, employees, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor'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 Contractor to procure and maintain a policy of insurance.

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

### 14. RECORDS AND AUDIT.

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

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which are not otherwise legally privileged information, and which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor.

C. Workload Data. Contractor shall promptly provide to County any and all workload or case data, which is not otherwise legally privileged information upon the written request of either the County Administrator or the County Board of Supervisors.

### 15. NONDISCRIMINATION.

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

**16. CANCELLATION.**

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor sixty (60) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving sixty (60) days written notice of such intent to cancel to County.

**17. TERMINATION OF THIS AGREEMENT.**

Upon the termination of this Agreement or any extension thereof, County shall pay Contractor such compensation due, if any, prorated to the date of termination; and Contractor shall deliver all active and inactive case files to the attorney or law office as the County Administrator shall designate in writing.

Should the County terminate that portion of this Agreement requiring legal services in Dependency cases, the payment for Contractor's services will be reduced by twenty percent (20%) as more particularly discussed in Attachment B.

**18. TERMINATION OF PREVIOUS AGREEMENT.**

Contractor agrees that upon the execution of this Agreement by the parties hereto, any prior written Agreement for the provision of professional services as a Contract Public Defender for the County of Inyo shall be terminated, and the consideration for the continued representation of clients in the courts of the County of Inyo shall be subject to the terms and conditions of this Agreement as of the effective date of this Agreement. It is further understood between the parties hereto that there are no oral agreements or representations between the parties affecting this Agreement and that this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, and none thereof shall be used to interpret or construe this Agreement.

**19. ASSIGNMENT.**

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

**20. DEFAULT.**

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor.

**21. 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-nine (29) below.

**22. CONFIDENTIALITY.**

Contractor 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 in compliance with law.

**23. CONFLICTS.**

Contractor agrees that he/she has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with Contractor's performance of the work and services under this Agreement. Specifically, Contractor agrees not to engage in any private legal representations of any matter which would conflict or interfere with Contractor's ability to represent clients under this Agreement. Additionally, Contractor, during the term of this Agreement agrees not to advise or represent any person, corporation or entity with a claim or cause of action against the County of Inyo, its officers, agents, or employees.

**24. POST AGREEMENT COVENANT.**

Contractor agrees not to use any confidential, protected, or privileged information which is gained in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement.

**25. SEVERABILITY.**

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

**26. FUNDING LIMITATION.**

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-nine (29) (Amendment).

**27. ATTORNEY'S FEES.**

If either of the parties hereto brings an action or proceeding against the other, including, but not limited to, an action to enforce or declare the cancellation, termination, or revision of the Agreement, the prevailing party in such action or proceeding shall be entitled to receive from the other party all reasonable attorney's fees and costs incurred in connection therewith.

**28. RENEGOTIATION.**

Either the County or the Contractor may, upon sixty (60) days written notice, initiate renegotiation of the Scope of Work (Attachment A and A-1) and Schedule of Fees (Attachment B). If as a result of renegotiations, both parties agree to modify the Scope of Work and Schedule of Fees, such modification must comply with the requirements of paragraph twenty-nine (29) (Amendment).

**29. 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.

**30. NOTICE.**

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

**COUNTY OF INYO:**

<u>County Administrator</u>	Department
<u>224 North Edwards</u>	Street
<u>P.O. Drawer N</u>	
<u>Independence, CA 93526</u>	City and State

<b>CONTRACTOR:</b>	
<u>Elizabeth Corpora</u>	Name
<u>Attorney at Law, a Professional Corporation</u>	
<u>P.O. Box 1161</u>	Street
<u>Bishop, CA 93514</u>	City and State

**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.

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**AGREEMENT BETWEEN COUNTY OF INYO  
AND Elizabeth Corpora, Attorney at Law, A Professional Corporation  
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

**TERM:**

**FROM: July 1, 2015 TO: JUNE 30, 2017**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 6<sup>th</sup>  
DAY OF June 2015.

**COUNTY OF INYO**

By: [Signature]

Dated: 6-16-15

**CONTRACTOR: ELIZABETH CORPORA A  
PROFESSIONAL LAW CORPORATION**

By: [Signature]  
Signature

Elizabeth Corpora, Attorney at Law

Dated: 19 June 2015

**APPROVED AS TO FORM AND  
LEGALITY:**

[Signature]  
County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

[Signature]  
County Auditor

**APPROVED AS TO INSURANCE REQUIREMENTS:**

[Signature]  
County Risk Manager

dg/Contracts/PubDefender/Elizabeth Corpora 061115

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO  
AND ELIZABETH CORPORA ATTORNEY AT LAW A PROFESSIONAL LAW CORPORATION  
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A PUBLIC DEFENDER

TERM:

FROM: July 1, 2015 TO: JUNE 30, 2017

SCOPE OF WORK:

1. PRIMARY RESPONSIBILITIES.

A. **WARRANTY.** Contractor warrants that he/she has read and reviewed the contracts of all the other attorneys engaged by the County to provide professional services as public defenders (hereinafter referred to as "Contract Public Defenders") during the term of this Agreement. Such Agreements are by reference incorporated herein as though set forth in full. Contractor agrees and understands that he/she shall consult, confer, and agree with all the other Contract Public Defenders, and shall provide legal representation and substitute handling and coverage of Contract Public Defender cases as required by the provisions below. Contractor agrees and understands that these provisions are of mutual benefit to Contractor and each of the other Contract Public Defenders, and does not entitle Contractor to any additional compensation under this Agreement.

B. DEFINITIONS.

1. "Attorney-Conflict of Interest" cases are those that would be within the primary responsibilities of another Contract Public Defender but for an attorney-client conflict of interest of that public defender. Attorney-client conflicts are those that are defined and recognized by applicable law.

2. "Time Conflict" cases are those that are within the primary responsibilities of another Contract Public Defender who is unable to fulfill his/her contractual duties to attend the courts and represent the clients in such cases for whatever reason including, but not limited to vacations, temporary illnesses, conflicting court calendars, or attendance at attorney education courses.

C. **ATTORNEY-CLIENT CONFLICT OF INTEREST CASES.** Except as may be provided in F. below, or where Contractor's own attorney-client conflict of interest or time conflict prohibits such, Contractor shall provide legal representation for attorney-client conflict of interest cases in accordance with the Conflicts Coverage Table, Attachment A-1 to this Agreement, attached hereto and by referenced incorporated herein.

D. **TIME CONFLICT CASES.** Except as may be provided in E and F below, or where Contractor's own attorney-client conflict of interest or time conflict prohibits such, Contractor shall provide substitute handling and coverage of court calendars and legal representation in time conflict cases in accordance with the Conflicts Coverage Table, Attachment A-1 to this Agreement.

E. **TIME CONFLICT CASES LIMITATION.** Contractor shall provide coverage for time conflict cases for which another Contract Public Defender is primarily responsible but for whatever reason, the duties of such other Contract Public Defender cannot be performed for a period of not more than thirty (30) consecutive calendar days.

F. **WAIVER.** The requirements for Contractor to handle attorney-client conflict of interest and time conflict cases as required by this Agreement may be waived by the County Administrator where extenuating demands are placed upon Contractor during his/her representation of the following:

**ATTACHMENT A - Continued**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND ELIZABETH CORPORA, ATTORNEY AT LAW, A PROFESSIONAL CORPORATION  
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A PUBLIC DEFENDER**

**TERM:**

**FROM: July 1, 2015 TO: JUNE 30, 2017**

**SCOPE OF WORK:**

1. A defendant charged with a Felony;
2. A defendant charged with a capitol or other serious offense in which the death penalty or life imprisonment without possibility of parole is a possible sanction;
3. A minor, who, if charged and tried as an adult, may face the death penalty or life imprisonment without the possibility of parole;
4. A minor or parent(s) on a Writ arising out of a dependency case in which the Contractor represents such minor or parent(s).

**G. DECLARATIONS AND STATEMENTS FOR REIMBURSEMENT OF PUBLIC DEFENDER FEES AND COSTS.**

1. In the event Contractor seeks reimbursement for costs spent in defense pursuant to court Order, each invoice submitted for payment shall be accompanied by a declaration affirming the invoice represents a service provided in the defense of the matter from which the Order issued and shall be signed by the attorney seeking payment of the invoice. [See Attachment B "Schedule of Fees" paragraph 3.A.]
2. Pursuant to Penal Code section 987.8 Contractor shall prior to disposition or the final hearing file with the appointing court in each and every case in which Contractor appeared as a Contract Public Defender, the requisite form or forms declaring the amount of time expended on the case by Contractor and any costs incurred in connection with Contractor's representation of the client, including but not limited to any expert or investigative fees and costs, to facilitate reimbursement hearings.
3. Contractor shall provide needed documentation required by the reviewing court to support the value of all public defender services for which reimbursement is sought pursuant to Penal Code section 987.8 or any other provision of law providing for the reimbursement to the County for the cost of public defender services.
4. Contractor shall prepare and submit to the County and the Court statements, no more frequently than monthly, showing time and cost charges as incurred for those cases in which the court has ordered that Contractor's client is responsible to pay for such charges.
5. Contractor shall provide the County copies of any forms or declarations provided to the court under this section in electronic format and at intervals specified by the County.

**H. MONTHLY CASE REPORTING OF HOURS AND COSTS.** Contractor shall provide monthly reports specifying the total hours and costs expended by Contractor for each specific category of cases on which the Contractor provides services under the terms of this Agreement. [See Introduction paragraphs 1-11.] County may provide Contractor the format for such reports, which shall be transmitted in electronic format. County is not requesting, nor shall Contractor provide, information which is protected by the attorney/client privilege or other confidentiality laws.

ATTACHMENT A-1

AGREEMENT BETWEEN COUNTY OF INYO  
AND ELIZABETH CORPORA, ATTORNEY AT LAW, A PROFESSIONAL CORPORATION  
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A PUBLIC DEFENDER

TERM:

FROM: July 1, 2015 TO: JUNE 30, 2017

COVERAGE TABLE:

During the period of this Agreement, Contractor shall provide legal representation for attorney-client conflict of interest cases, and substitute handling and coverage of court calendars and legal representation in time conflict cases as required by this Agreement, in the following types of cases and in the following priority among other Contract Public Defenders:

Primary Obligations:

Dependency Cases  
Delinquency Cases  
Child Support Cases  
Patient's Rights Advocacy Cases  
Mental health and Conservatorship Cases

Secondary Obligations:

All other Conflict matters, including felony, misdemeanor, sexually violent predator cases, AB 109 Revocation Hearings and any other matter in which the County is obligated to provide public defender services.

Note: The Table listed above will be followed for the majority of the cases assigned to this Public Defender. However, a Judge, when assigning a case, will consider the experience, caseload, complexity of the case and prior representation of the same client, which may result in a Public Defender assigned a case out of the listed sequence. In addition, the County reserves the right to modify the conflicts coverage table as necessary to make consistent with other Public Defender contracts as they may be amended and as necessary to address legislative changes which may impact the County's obligation to provide Public Defender services.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND ELIZABETH CORPORA, ATTORNEY AT LAW, A PROFESSIONAL CORPORATION  
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A PUBLIC DEFENDER**

**TERM:**

**FROM: July 1, 2015 TO: JUNE 30, 2017**

**SCHEDULE OF FEES:**

**1. COMPENSATION:**

County shall pay to Contractor on or before the first (1<sup>st</sup>) day of each month during the term of the Agreement, the amount set forth below as full and complete compensation for Contractor's performance of all of the work and services required to be performed during that month by Contractor:

- A. From July 1, 2015 through June 30, 2017; \$113,500 per year/\$9,458 per month,
- B. In the event the County terminates that portion of the contract requiring services in Dependency Cases, Contractor's compensation will be adjusted downward by 20% to \$90,800 a year/\$7,567 per month.

**2. TIME CONFLICT LIMITATION AND COMPENSATION:**

A. In addition to the compensation set out in Section 1 above, if Contractor is required to provide coverage for time conflict cases for which another Contract Public Defender is primarily responsible, but for whatever reason the duties of such other Contract Public Defender have not been performed or provided for more than thirty (30) consecutive calendar days, the Contractor is entitled to the rate of \$75.00 per hour for those time conflict cases.

B. Any requests for compensation under this section shall be submitted monthly to the County Administrative Officer for review and payment. The request shall include the case name and number, the hours worked, a brief description of services provided, the Contract Public Defender or former Contract Public Defender subject to the time conflict, and any other information requested by the County. Contractor shall be paid within 30 days of receipt of the request for payment.

**3. INCIDENTAL EXPENSES:**

A. County will reimburse Contractor in accordance with the provisions of Section 3. "Consideration," paragraphs C and F of this Agreement, for the actual cost of authorized professional services required to provide an adequate and competent defense and representation of a person which Contractor is required by this Agreement to represent. Professional services shall include, but not be limited to, investigators, photographers, accident reconstruction experts, chemists, criminalists, psychologists, psychiatrists, physicians, and other legal counsel with specialized expertise. Contractor shall on a case by case basis, and prior to incurring any expense for professional services, receive written authorization for Contractor to engage the providers of specific professional services from the Judge assigned to the case. Such authorization shall specifically approve engaging each provider of professional services as well as the amount of any fees, costs, and other expenses for such services. County reserves the right to deny reimbursement to Contractor for the expenses of professional services which are either in excess of Contractor's actual costs, or the amount authorized by the Judge, or which were incurred by Contractor without the prior authorization of the assigned Judge. [See Attachment A "Scope of Work" paragraph G.1.]

**ATTACHMENT B - Continued**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND ELIZABETH CORPORA, ATTORNEY AT LAW, A PROFESSIONAL CORPORATION  
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A PUBLIC DEFENDER**

**TERM:**

**FROM: July 1, 2015 TO: JUNE 30, 2017**

**SCHEDULE OF FEES:**

B. County will reimburse Contractor in accordance with the provisions of Terms and Conditions, "Consideration," Sections 3C. and 3F. of this Agreement, for the actual cost of authorized document photocopying which is in excess of 5,000 pages in any single case, and which is required to provide an adequate and competent defense and representation of a person whom Contractor is required by this Agreement to represent. Contractor shall on a case by case basis, and prior to incurring any expense for reimbursable photocopying, provide documentation to the County that Contractor has at his/her own expense made 5,000 copies of documents in a single case, and received written authorization for Contractor to incur reimbursable photocopying expenses from the Judge assigned to the case. Such authorization shall specifically approve incurring expenses for photocopies in excess of 5,000 pages, shall set forth the number of additional pages authorized to be copied, and the authorized cost of such copying. County reserves the right to deny reimbursement to Contractor for copying expenses which are in excess of Contractor's actual costs, or the amount authorized by the Judge, or which were incurred by Contractor without the prior authorization of the assigned Judge, or which were incurred by the Contractor in making the first 5,000 photocopy pages in any single case.

C. Contractors providing public defender services for cases arising under WIC section 300 ("dependency" cases), will have their compensation set forth in this Attachment B Section 1 reduced in the event the Court reduces or eliminates its contribution toward the cost of such public defender services, or either the Court or County otherwise terminates its agreement regarding the provision of these services:

- i. The reduction will be the amount set forth above in section 17 *Termination of this Agreement* and in Schedule B *Compensation* paragraph 1. B.
- ii. In the event of termination of representation in dependency related cases, Contractor shall continue to be responsible for performing all other services set forth in this Agreement in Attachment A-1, with the exception of the representation of parties in matters arising under WIC section 300.



**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND ELIZABETH CORPORA, ATTORNEY AT LAW, A PROFESSIONAL CORPORATION  
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A PUBLIC DEFENDER**

**TERM:**

**FROM: July 1, 2015 TO: JUNE 30, 2017**

**SCHEDULE OF COUNTY PROVIDED SERVICES AND SUPPLIES:**

1. County will set up a Centrix phone line in Contractor's office for Contractor's use in providing the services and work required under this Agreement. County will pay the reasonable cost of installing this phone line in Contractor's Office. However, Contractor will pay the monthly cost of this phone line plus the cost of any calls or other services billed to this line.
2. County will provide Contractor with reasonable access to County's copying facilities for duplicating documents, and FAX facilities for transmitting documents necessary to perform the work and services required under this Agreement. Contractor will promptly pay to County the County's actual cost of providing such copying and FAX services and facilities to Contractor.
3. It is Contractor's obligation to maintain his/her files arising from the provision of public defender services under this Agreement for such time as required by law, the California Rules of Court or local rule. In keeping with this obligation Contractor shall maintain an electronic record retention program for each case in which the Contractor appears under this contract identifying for each case file the type of case (i.e. misdemeanor, felony, juvenile dependency, juvenile delinquency, conservatorship etc.), and the year when the individual case is closed by Contractor.
4. In the event of termination of this Agreement, Contractor agrees to direct all active pending files to that attorney or law firm which has agreed to assume representation of the client in each case and to retain any electronic records of closed files for such time as is set by law. It is the Contractor's obligation to personally maintain any closed files or to arrange for the proper handling of those files, in the event Contractor is no longer able to do so.



# County of Inyo



## County Administrator - Public Defender

### CONSENT - ACTION REQUIRED

**MEETING:** June 7, 2022

**FROM:** Denelle Carrington

**SUBJECT:** Approval of Contract Agreement for Public Defender Services

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**RECOMMENDED ACTION:**

Request Board approve the contract between the County of Inyo and Mark A. Johnson of Atwater, CA for the provision of Public Defender services in an amount not to exceed \$493,650 for the period of June 14, 2022 through June 30, 2025, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

**SUMMARY/JUSTIFICATION:**

The County is required to provide Public Defender services for the indigent, and currently does so through independent contracts with qualified attorneys. If the County fails to provide adequate Public Defender Services, or conflicts between the County's Contract Public Defenders, the Court may appoint other attorney's ("Non-Contract" or "Out-of-Contract Public Defenders) to provide indigent legal services. Attorney's appointed by the Court as Out-of-Contract Public Defenders are entitled to charge the County at a rate set without input or control by the County.

As of June 1, 2022, one of the Public Defender contracts became vacant. Mr. Johnson has had previous experience as a Public Defender and turned in a letter of interest to fill the contract position. After discussion with the County Administrator the decision was made to move forward with entering into a contract with Mr. Johnson. His priority obligation will be North County felony appointments. All other obligations are listed in Attachment B. This contract will round out all of the other contracts to make sure that all obligations of the Public Defenders are covered.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to approve the contract, however, this is not advised as this will assist in satisfying the County's obligation to provide indigent legal services.

**OTHER AGENCY INVOLVEMENT:**

County Counsel

**FINANCING:**

Funding for this contract will be included in the Fiscal Year 2022-2023 and future budgets in the Public Defender Budget (022600) in Professional Service (5265). The negotiated contract amount is \$13,500 per month, for a total not to exceed \$162,000 each year. The first month of the contract will be pro-rated at an amount of \$7,650.

**ATTACHMENTS:**

1. Johnson Contract 06.14.2022
2. Insurance\_2

**APPROVALS:**

Denelle Carrington	Created/Initiated - 5/31/2022
Darcy Ellis	Approved - 5/31/2022
Denelle Carrington	Approved - 5/31/2022
Keri Oney	Approved - 5/31/2022
John Vallejo	Approved - 6/1/2022
Amy Shepherd	Final Approval - 6/1/2022

**AGREEMENT BETWEEN COUNTY OF INYO  
AND MARK A. JOHNSON  
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A PUBLIC DEFENDER**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") requires professional services for the purpose of providing legal representation before the various courts, for certain qualified indigent persons who fall within any of the following classifications:

1. Criminal defendants brought before the Superior Courts of Inyo County on felony charges (hereinafter referred to as "Felony cases");
2. Criminal defendants brought before the Superior Courts of Inyo County on misdemeanor charges (hereinafter referred to as "Misdemeanor cases");
3. Minors brought before the Juvenile Court of Inyo County for proceedings under Welfare and Institutions Code Sections 601 and 602 (hereinafter referred to as "Delinquency cases");
4. Minors and/or parents brought before the Superior Court of Inyo County and/or appropriate Courts of Appeal for proceedings under Welfare and Institutions Code section 300 (hereinafter referred to as "Dependency cases");
5. Persons ordered to show cause before the Superior Court of Inyo County re contempt for alleged failure to pay child support or before said court in proceedings to establish paternity and support (hereinafter referred to as "Child Support cases");
6. Persons involuntarily detained by Inyo County for treatment and evaluation pursuant to sections 5150 and 5170 of the Welfare and Institutions Code, or for prolonged subsequent detention pursuant to Welfare and Institutions Code sections 5250, 5260, 5300, 5304 or 6500; or proposed L.P.S Conservatees and L.P.S. Conservatees brought before the Inyo County Superior Court and/or appropriate Courts of Appeal pursuant to sections 5350 or 5352.1 of the Welfare and Institutions Code; or persons brought before the Inyo County Superior Court and/or appropriate Courts of Appeal for post adjudication of criminal mental health status proceeding under Penal Code 1026 et. seq.; Children in proceedings to declare child free from parental custody and control (Family Code section 7861); or indigent parents in proceedings to declare child free from parental custody and control (Family Code section 7860); or indigent non-custodial parents in proceedings to terminate the parent's rights for willful failure to communicate and support (Family Code section 7860); or conservatees, proposed conservatees, or persons alleged to lack legal capacity or unable to retain legal counsel and requesting the appointment of counsel in proceedings to establish a conservatorship or appoint a proposed conservator, terminate conservatorship, remove the conservator, or obtain an order authorizing removal of a temporary conservatee from the temporary conservatee's place of residence (Probate Code section 1471), [hereinafter all referred to as "Mental Health cases"];
7. Patients for whom the Contractor is appointed the patients rights advocate pursuant to Welfare and Institutions Code Section 5520, by the Inyo County Mental Health Director (hereinafter referred to as "Patient Rights Advocate Cases");
8. Persons brought before the Inyo County Superior Court for determinations and commitments under Welfare and Institutions Code Section 6600 et seq. (hereinafter referred to as "Sexually Violent Predator cases");

9. Persons taking misdemeanor criminal appeals from the Inyo County Superior Court to the Appellate Division of the Superior Court of Inyo County (hereinafter referred to as "Misdemeanor Appeal cases");
10. Persons requiring Public Defender representation under the provisions of AB 109; and
11. Any other persons for whom the County is statutorily required to fund Public Defender services.

WHEREAS, the County has by contract divided performance of the required professional services described above between private attorneys retained as independent contractors ("Contract Public Defenders") to perform public defender services for the County. The purpose of said contracts for public defender services is to provide competent and effective legal representation to qualified indigent persons appearing before the various courts and to minimize the expenditure of County funds for the payment of court appointed private attorneys appearing *pro tempore* as public defenders, in cases where the Contract Public Defenders are unable to appear due to attorney-client and/or time conflicts of interest.

WHEREAS, the County has the need for **Mark A Johnson** of **Atwater, CA** (hereinafter referred to as "Contractor") to provide professional legal services as a Contract Public Defender for Inyo County (North and South).

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter set forth, the County and Contractor agree as follows:

### **TERMS AND CONDITIONS**

#### **1. SCOPE OF WORK.**

The Contractor shall furnish to the County, upon its request, all of those services and work set forth in the Scope of Work, Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by the judges of the Superior Court of Inyo County. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, as to the level or amount of services or work which will be requested or required of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to compensate Contractor, over and above that provided for in this Agreement, for the performance of any services or work required to be performed by Contractor under 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 professional standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

#### **2. TERM.**

The term of this Agreement is for the period from June 14, 2022 to June 30, 2025.

#### **3. CONSIDERATION.**

A. Compensation. County shall pay Contractor in accordance with the Schedule of Fees, Attachment B, attached hereto and by reference incorporated herein, for the performance of the services and work described in Attachment A.

B. Travel and Per Diem. Contractor will not be paid or reimbursed travel expenses or per diem for any in-county travel performed by Contractor in providing services and work under this

Agreement. County shall reimburse Contractor for Court authorized out-of-county travel expenses and per diem which Contractor incurs in providing work and services under this Agreement. Contractor shall on a case by case basis, and prior to incurring any out-of-County travel expenses or per diem, receive written authorization for Contractor to travel out-of-county on the case from the assigned judge. Properly authorized out-of-county travel and per diem expenses will be reimbursed in the same amount and to the same extent as County reimburses its permanent status employees for such expenses. County reserves the right to deny reimbursement to Contractor for out-of-county travel or per diem expenses which are either in excess of the amounts that may be paid to County's permanent status employees, or which are incurred by Contractor without the prior authorization of the assigned judge.

C. Incidental Expenses. County shall reimburse Contractor in accordance with the Schedule of Fees, Attachment B, for those incidental expenses which are specifically identified in the Schedule of Fees and which are necessarily incurred by the Contractor in providing the services and work under this Agreement. Reimbursement by County for such incidental expenses will be limited to Contractor's actual cost without regard to any administrative or overhead expenses incurred by Contractor in obtaining or utilizing such incidental services or supplies. Reimbursement for actual costs will not exceed the amounts set forth in the Schedule of Fees.

D. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for any public defender services provided. In addition, Contractor shall not, by virtue of this Agreement, be entitled 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.

E. Billing and payment. County shall pay to Contractor the monthly payments set forth in the Schedule of Fees, Attachment B, without any billing or statement from Contractor. Within 30 days of Contractor incurring any authorized incidental, travel, or per diem expenses, Contractor shall submit a statement to the County. The statement will itemize each incidental, travel, or per diem expense and identify the date and case in which the expense was incurred. The statement will include a conformed copy of the court authorization for travel and/or incidental expenses and receipts for lodging, meals, and other incidental expenses in accordance with the County' accounting procedures and rules. County will make payment to Contractor for all authorized reimbursable expenses for which a statement is properly submitted, within 30 days of the County's receipt of such statement.

F. Federal and State taxes.

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

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

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

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board.

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

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A. 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 the courts of Inyo County, other Inyo County Contract Public Defenders, other counsel, and parties, as necessary, to ensure that all services and work under this Agreement will be performed in a timely manner.

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

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

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

#### **6. COUNTY PROVIDED SERVICES AND SUPPLIES.**

County will provide Contractor with those services and supplies which are specifically identified in the Schedule of County Provided Services and Supplies, Attachment C, attached hereto and by reference incorporated herein. County incurs no obligation or requirement to reimburse or compensate Contractor if he/she for any reason either does not use the County provided services and supplies, or procures similar services and supplies from other sources.

#### **7. COUNTY PROPERTY.**

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

#### **8. PRODUCTS OF CONTRACTOR'S WORK AND SERVICES.**

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

**9. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.**

Except for the County Provided Services and Supplies provided for in Section 6 above, Contractor shall provide all such office space, supplies, equipment, vehicles, reference materials and books, postage, letterhead, stationery, secretarial services, receptionist services, legal assistant services, telephone services, duplicating services, and case storage facilities as are necessary to provide the work and services required of Contractor by this Agreement. Except for those incidental expenses specifically identified in the Schedule of Fees, Attachment B, County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items or services. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining items or services not specifically set forth in the Schedule of Fees (Attachment B) as Incidental Expenses, is the sole responsibility and obligation of Contractor.

**10. INSURANCE.**

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

**11. STATUS OF CONTRACTOR.**

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

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

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

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

**12. DEFENSE AND INDEMNIFICATION.**

Contractor shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor'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. Contractor'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 Contractor, his/her agents, employees, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor'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 Contractor to procure and maintain a policy of insurance.



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

### **13. RECORDS AND AUDIT.**

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

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which are not otherwise legally privileged information, and which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor.

C. Workload Data. Contractor shall promptly provide to County any and all workload or case data, which is not otherwise legally privileged information upon the written request of either the County Administrator or the County Board of Supervisors.

### **14. NONDISCRIMINATION.**

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

### **15. CANCELLATION.**

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor sixty (60) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving sixty (60) days written notice of such intent to cancel to County.

### **16. TERMINATION OF THIS AGREEMENT.**

Upon the termination of this Agreement or any extension thereof, County shall pay Contractor such compensation due, if any, prorated to the date of termination; and Contractor shall deliver all active and inactive case files to the attorney or law office as the County Administrator shall designate in writing.

### **17. TERMINATION OF PREVIOUS AGREEMENT.**

Contractor agrees that upon the execution of this Agreement by the parties hereto, any prior written Agreement for the provision of professional services as a Contract Public Defender for the County of Inyo shall be terminated, and the consideration for the continued representation of clients in the courts of the County of Inyo shall be subject to the terms and conditions of this Agreement as of the effective date of this Agreement. It is further understood between the parties hereto that there are no oral agreements or representations between the parties affecting this Agreement and that this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, and none thereof shall be used to interpret or construe this Agreement.

**18. ASSIGNMENT.**

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

**19. DEFAULT.**

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor.

**20. 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-eight (29) below.

**21. 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.

**22. CONFLICTS.**

Contractor agrees that he/she has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with Contractor's performance of the work and services under this Agreement. Specifically, Contractor agrees not to engage in any private legal representations of any matter which would conflict or interfere with Contractor's ability to represent clients under this Agreement. Additionally, Contractor, during the term of this Agreement agrees not to advise or represent any person, corporation or entity with a claim or cause of action against the County of Inyo, its officers, agents, or employees.

**23. POST AGREEMENT COVENANT.**

Contractor agrees not to use any confidential, protected, or privileged information which is gained in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement.

**24. SEVERABILITY.**

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

**25. FUNDING LIMITATION.**

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-seven (27) (Amendment).

**26. RENEGOTIATION.**

Either the County or the Contractor may, upon sixty (60) days written notice, initiate renegotiation of the Scope of Work (Attachment A and A-1) and Schedule of Fees (Attachment B). If as a result of renegotiations, both parties agree to modify the Scope of Work and Schedule of Fees, such modification must comply with the requirements of paragraph twenty-seven (27) (Amendment).

**27. 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.

**28. NOTICE.**

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

COUNTY OF INYO:	
<u>County Administrator</u>	Department
<u>224 North Edwards</u>	Street
<u>P.O. Drawer N</u>	
<u>Independence, CA 93526</u>	City and State

CONTRACTOR:	
<u>Mark A. Johnson</u>	Name
<u>2006 Bridgewater Street</u>	Street
<u>Atwater, CA 95301</u>	City and State

**29. ENTIRE AGREEMENT.**

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

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**AGREEMENT BETWEEN COUNTY OF INYO  
AND MARK A. JOHNSON  
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

**TERM:**

**FROM: JUNE 14, 2022 TO: JUNE 30, 2025**

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

**COUNTY OF INYO**

**CONTRACTOR**

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

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

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

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

APPROVED AS TO FORM AND  
LEGALITY:

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

APPROVED AS TO ACCOUNTING FORM:

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

APPROVED AS TO INSURANCE REQUIREMENTS:

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

**AGREEMENT BETWEEN COUNTY OF INYO  
AND MARK A. JOHNSON  
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

**TERM:**

**FROM: JUNE 14, 2022 TO: JUNE 30, 2025**

**SCOPE OF WORK:**

**1. PRIMARY RESPONSIBILITIES.**

A. **WARRANTY.** Contractor warrants that he/she has read and reviewed the contracts of all the other attorneys engaged by the County to provide professional services as public defenders (hereinafter referred to as "Contract Public Defenders") during the term of this Agreement. Such Agreements are by reference incorporated herein as though set forth in full. Contractor agrees and understands that he/she shall consult, confer, and agree with all the other Contract Public Defenders to, and shall provide legal representation and substitute handling and coverage of Contract Public Defender cases as required by the provisions below. Contractor agrees and understands that these provisions are of mutual benefit to Contractor and each of the other Contract Public Defenders, and does not entitle Contractor to any additional compensation under this Agreement.

**B. DEFINITIONS.**

1. "Attorney-Conflict of Interest" cases are those that would be within the primary responsibilities of another Contract Public Defender but for an attorney-client conflict of interest of that public defender. Attorney-client conflicts are those that are defined and recognized by applicable law.

2. "Time Conflict" cases are those that are within the primary responsibilities of another Contract Public Defender who is unable to fulfill his/her contractual duties to attend the courts and represent the clients in such cases for whatever reason including, but not limited to vacations, temporary illnesses, conflicting court calendars, or attendance at attorney education courses.

C. **ATTORNEY-CLIENT CONFLICT OF INTEREST CASES.** Except as may be provided in F. below, or where Contractor's own attorney-client conflict of interest or time conflict prohibits such, Contractor shall provide legal representation for attorney-client conflict of interest cases in accordance with the Conflicts Coverage Table, Attachment A-1 to this Agreement, attached hereto and by referenced incorporated herein.

D. **TIME CONFLICT CASES.** Except as may be provided in E and F below, or where Contractor's own attorney-client conflict of interest or time conflict prohibits such, Contractor shall provide substitute handling and coverage of court calendars and legal representation in time conflict cases in accordance with the Conflicts Coverage Table, Attachment A-1 to this Agreement.

E. **TIME CONFLICT CASES LIMITATION.** Contractor shall provide coverage for time conflict cases for which another Contract Public Defender is primarily responsible but for whatever reason, the duties of such other Contract Public Defender cannot performed for a period of not more than thirty (30) consecutive calendar days.

F. **WAIVER.** The requirements for Contractor to handle attorney-client conflict of interest and time conflict cases as required by this Agreement may be waived by the County Administrator where extenuating demands are placed upon Contractor during his/her representation of the following:

**ATTACHMENT A - Continued**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND MARK A. JOHNSON  
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

**TERM:**

**FROM: JUNE 14, 2022 TO: JUNE 30, 2025**

**SCOPE OF WORK:**

1. A defendant charged with a Felony;
2. A defendant charged with a capitol or other serious offense in which the death penalty or life imprisonment without possibility of parole is a possible sanction;
3. A minor, who, if charged and tried as an adult, may face the death penalty or life imprisonment without the possibility of parole;
4. A minor or parent(s) on a Writ arising out of a dependency case in which the Contractor represents such minor or parent(s).

**G. DECLARATIONS FOR REIMBURSEMENT FOR PUBLIC DEFENDER FEES AND COSTS.**

1. In the event Contractor seeks reimbursement for costs spent in defense pursuant to court Order, each invoice submitted for payment shall be accompanied by a declaration affirming the invoice represents a service provided in the defense of the matter from which the Order issued and shall be signed by the attorney seeking payment of the invoice. [See Attachment B "Schedule of Fees" paragraph 3.A.]
2. Pursuant to Penal Code section 987.8 Contractor shall prior to disposition or the final hearing file with the appointing court in each and every case in which Contractor appeared as a Contract Public Defender, the requisite form or forms declaring the amount of time expended on the case by Contractor and any costs incurred in connection with Contractor's representation of the client, including but not limited to any expert or investigative fees and costs, to facilitate reimbursement hearings.
3. Contractor shall provide needed documentation required by the reviewing court to support the value of all public defender services for which reimbursement is sought pursuant to Penal Code section 987.8 or any other provision of law providing for the reimbursement to the County for the cost of public defender services.
4. Contractor shall provide the County copies of any forms or declarations provided to the court under this section in electronic format and at intervals specified by the County.

**H. MONTHLY CASE REPORTING OF HOURS AND COSTS.** Contractor shall provide monthly reports specifying the total hours and costs expended by Contractor for each specific category of cases on which the Contractor provides services under the terms of this Agreement. [See Introduction paragraphs 1-11.] County may provide Contractor the format for such reports, which shall be transmitted in electronic format. County is not requesting, nor shall Contractor provide, information which is protected by the attorney/client privilege or other confidentiality laws.

**ATTACHMENT A-1**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND MARK A. JOHNSON  
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

**TERM:**

**FROM: JUNE 14, 2022 TO: JUNE 30, 2025**

**COVERAGE TABLE:**

During the period of this Agreement, Contractor shall provide public defender services as set forth below:

Primary Obligations:

First Priority:	Felony Appointments, North County
First Priority:	Sexually Violent Predator Cases
Second Priority:	1 <sup>st</sup> Conflict – North Misdemeanor
	2 <sup>nd</sup> Conflict – South Felonies
Third Priority:	Dependency – 4th

Secondary Obligations:

All other Conflict matters, including Delinquency, Dependency, Child Support, Mental Health and Conservatorship Cases, Patient Rights Advocate Cases, AB 109 Revocation Hearings and any other matter in which the County is obligated to provide public defender services.

Note: The Table listed above will be followed for the majority of the cases assigned to this Public Defender. However, a Judge, when assigning a case, will consider the experience, caseload, complexity of the case and prior representation of the same client, which may result in a Public Defender assigned a case out of the listed sequence. In addition, the County reserves the right to modify the conflicts coverage table as necessary to make consistent with other Public Defender contracts as they may be amended and as necessary to address legislative changes which may impact the County's obligation to provide Public Defender services.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND MARK A. JOHNSON  
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

**TERM:**

**FROM: JUNE 14, 2022 TO: JUNE 30, 2025**

**SCHEDULE OF FEES:**

**1. COMPENSATION:**

County shall pay to Contractor on or before the first (1<sup>st</sup>) day of each month during the term of the Agreement, the amount set forth below as full and complete compensation for Contractor's performance of all of the work and services required to be performed during that month by Contractor:

- A. From June 14, 2022 through June 30, 2025: \$162,000 annual / \$13,500 per mo.  
(1<sup>st</sup> Month Prorated)

For a total amount not to exceed \$493,650

**2. TIME CONFLICT LIMITATION AND COMPENSATION:**

A. In addition to the compensation set out in Section 1 above, if Contractor is required to provide coverage for time conflict cases for which another Contract Public Defender is primarily responsible, but for whatever reason the duties of such other Contract Public Defender have not been performed or provided for more than thirty (30) consecutive calendar days, the Contractor is entitled to the rate of \$75.00 per hour for those time conflict cases.

B. Any requests for compensation under this section shall be submitted monthly to the County Administrative Officer for review and payment. The request shall include the case name and number, the hours worked, a brief description of services provided, the Contract Public Defender or former Contract Public Defender subject to the time conflict, and any other information requested by the County. Contractor shall be paid within 30 days of receipt of the request for payment.

**3. INCIDENTAL EXPENSES:**

A. County will reimburse Contractor in accordance with the provisions of Section 3. "Consideration," paragraphs C and F of this Agreement, for the actual cost of authorized professional services required to provide an adequate and competent defense and representation of a person which Contractor is required by this Agreement to represent. Professional services shall include, but not be limited to, investigators, photographers, accident reconstruction experts, chemists, criminalists, psychologists, psychiatrists, physicians, and other legal counsel with specialized expertise. Contractor shall on a case by case basis, and prior to incurring any expense for professional services, received written authorization for Contractor to engage the providers of specific professional services from the Judge assigned to the case. Such authorization shall specifically approve engaging each provider of professional services as well as the amount of any fees, costs, and other expenses for such services. County reserves the right to deny reimbursement to Contractor for the expenses of professional services which are either in excess of Contractor's actual costs, or the amount authorized by the Judge, or which were incurred by Contractor without the prior authorization of the assigned Judge. [See Attachment A "Scope of Work" paragraph G.1.]



**ATTACHMENT B - Continued**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND MARK A. JOHNSON  
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

**TERM:**

**FROM: JUNE 14, 2022 TO: JUNE 30, 2025**

**SCHEDULE OF FEES:**

B. County will reimburse Contractor in accordance with the provisions of Terms and Conditions, "Consideration," Sections 3C. and 3F. of this Agreement, for the actual cost of authorized document photocopying which is in excess of 5,000 pages in any single case, and which is required to provide an adequate and competent defense and representation of a person whom Contractor is required by this Agreement to represent. Contractor shall on a case by case basis, and prior to incurring any expense for reimbursable photocopying, provide documentation to the County that Contractor has at his/her own expense made 5,000 copies of documents in a single case, and received written authorization for Contractor to incur reimbursable photocopying expenses from the Judge assigned to the case. Such authorization shall specifically approve incurring expenses for photocopies in excess of 5,000 pages, shall set forth the number of additional pages authorized to be copied, and the authorized cost of such copying. County reserves the right to deny reimbursement to Contractor for copying expenses which are in excess of Contractor's actual costs, or the amount authorized by the Judge, or which were incurred by Contractor without the prior authorization of the assigned Judge, or which were incurred by the Contractor in making the first 5,000 photocopy pages in any single case.

C. Contractors providing public defender services for cases arising under WIC section 300 ("dependency" cases), will have their compensation set forth in this Attachment B Section 1 reduced in the event the Court reduces or eliminates its contribution toward the cost of such public defender services, or either the Court or County otherwise terminates its agreement regarding the provision of these services:

- i. The reduction will be calculated based on the Contractor's ratio of dependency related cases to the total number of dependency related cases for which public defender services were provided as reported on the Contract Public Defender's immediate prior Monthly Case Report submitted under Section H of Attachment A, and applied to the amount that dependency funding is reduced by the Court.
- ii. In the event of termination of representation in dependency related cases, Contractor shall continue to be responsible for performing all other services set forth in this Agreement in Attachment A-1, with the exception of the representation of parties in matters arising under WIC section 300.

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND MARK A. JOHNSON  
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

**TERM:**

**FROM: JUNE 14, 2022 TO: JUNE 30, 2025**

**SCHEDULE OF COUNTY PROVIDED SERVICES AND SUPPLIES:**

1. County will set up a Centrix phone line in Contractor's office for Contractor's use in providing the services and work required under this Agreement. County will pay the reasonable cost of installing this phone line in Contractor's Office. However, Contractor will pay the monthly cost of this phone line plus the cost of any calls or other services billed to this line.
2. County will provide Contractor with reasonable access to County's copying facilities for duplicating documents, and FAX facilities for transmitting documents necessary to perform the work and services required under this Agreement. Contractor will promptly pay to County the County's actual cost of providing such copying and FAX services and facilities to Contractor.
3. It is Contractor's obligation to maintain his/her files arising from the provision of public defender services under this Agreement for such time as required by law, the California Rules of Court or local rule. In keeping with this obligation Contractor shall maintain an electronic record retention program for each case in which the Contractor appears under this contract identifying for each case file the type of case (i.e. misdemeanor, felony, juvenile dependency, juvenile delinquency, conservatorship etc.), and the year when the individual case is closed by Contractor.
4. In the event of termination of this Agreement, Contractor agrees to direct all active pending files to that attorney or law firm which has agreed to assume representation of the client in each case and to retain any electronic records of closed files for such time as is set by law. It is the Contractor's obligation to personally maintain any closed files or to arrange for the proper handling of those files, in the event Contractor is no longer able to do so.

**ATTACHMENT D**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND MARK A. JOHNSON  
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

**TERM:**

**FROM: JUNE 14, 2022 TO: JUNE 30, 2025**

**FORM W-9**

Request for Taxpayer  
Identification Number and Certification  
*(Please submit W-9 form with Contract, available on-line or by County)*

**ATTACHMENT E**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND MARK A. JOHNSON  
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

**TERM:**

**FROM: JULY 7, 2022 TO: JUNE 30, 2025**

**SEE ATTACHED INSURANCE PROVISIONS**

## **Specifications 2**

### **Insurance Requirements for Professional Services**

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 by the Consultant, its agents, representatives, or employees.

#### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

***(Not required if consultant provides written verification it has no employees)***

1. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence.

If the Consultant maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for 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 the Entity.

#### **Other Insurance Provisions**

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

##### ***Additional Insured Status***

1. **The Entity, 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 consultant 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 Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

### *Other Insurance Provisions*

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

#### **Primary Coverage**

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

#### **Notice of Cancellation**

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the Entity.**

#### **Waiver of Subrogation**

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

#### **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

#### **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.

#### **Claims Made Policies**

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

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

#### **Verification of Coverage**

Consultant shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete,

certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**Subcontractors**

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

***Special Risks or Circumstances***

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



# County of Inyo



## County Administrator - Purchasing

### CONSENT - ACTION REQUIRED

**MEETING:** June 7, 2022

**FROM:** Denelle Carrington

**SUBJECT:** Award bid and approval of Purchase Order

---

#### RECOMMENDED ACTION:

Request Board: A) declare FloridAquatic of North Fort Myers, FL the successful bidder for the purchase of a Truxor Amphibious Tool Machine, cutting tools and trailer per Bid No. PR1021; B) authorize the purchase of one (1) Truxor Amphibious Tool Machine, tools and trailer from FloridAquatic in an amount not to exceed \$190,000; C) approve the creation of a purchase order and payment up to \$86,000 or approximately 50% of the bid amount to be issued on or around June 8, 2022 so that the machine can be ordered and started to be built; and D) authorize the Senior Budget Analyst to sign the Truxor Amphibious Machine Contract of Sale.

#### SUMMARY/JUSTIFICATION:

The Parks and Recreation Division has been contemplating the purchase of a Truxor Amphibious Machine for the past several years but it was considered cost-prohibitive in prior fiscal years. The request was made this fiscal year to move forward with the purchase and funds were appropriated. Bids were sent out, and FloridAquatic was the only respondent to the bid, plus the amount was higher than originally budgeted. The bid was reviewed by the Budget Team and due to revenues being much higher than originally anticipated in the Board Approved Budget, the Senior Budget Analyst was able to increase revenue and move expenditures to facilitate the purchase of this valuable piece of machinery during the Third Quarter Review.

The Truxor Amphibious Machine is used to cut down tules in lakes, and will be highly useful in both Diaz Lake and Millpond. This bid also came with the purchase of a trailer in order to move the machine up and down the valley as needed. The quote for everything is a bit lower than the \$190,000 requested. However, the Budget Team felt it safer to account for higher shipping and/or taxes as the machine would not actually be received in the County until sometime after October, and rates could change by that time.

This vendor does require a 50% deposit upon approval of the bid, so we request a Purchase Order be issued and that we have the authority to issue payment for an amount up to \$86,000 as soon as the Board approves the purchase.

#### BACKGROUND/HISTORY OF BOARD ACTIONS:

#### ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the purchase of this machine, which will continue to result in the



overflow of tules in our lakes and ponds.

**OTHER AGENCY INVOLVEMENT:**

Purchasing

**FINANCING:**

There is sufficient funding in the Parks & Recreation Budget (076999) in the Equipment object code (5650).

**ATTACHMENTS:**

1. FloridAquatic Bid
2. Truxor Amphibious Machine Contract of Sale

**APPROVALS:**

Denelle Carrington	Created/Initiated - 5/18/2022
Darcy Ellis	Approved - 5/18/2022
Denelle Carrington	Approved - 5/18/2022
Breanne Nelums	Approved - 5/18/2022
John Pinckney	Approved - 5/18/2022
John Vallejo	Approved - 5/19/2022
Amy Shepherd	Final Approval - 5/19/2022

**BID FORM**  
**INYO COUNTY DEPARTMENT OF PUBLIC WORKS**  
**BID NO: PR1021 – Amphibian Tool Carrier**

The purpose of this specification is to describe a new TRUXOR Amphibian Tool Carrier. It is required that the unit(s) will be delivered FOB **County of Inyo Park & Recreation, 220 Sawmill Rd. Bishop, California**, Ready to operate. The use of a brand name does not indicate preference for that brand. It is intended to establish a level of quality, function and reliability.

**I. BID ITEM(S)**

The County of Inyo is requesting bids for ONE (1) NEW TRUXOR MODEL T30 Amphibian Tool Carrier. ONE (1) Doro Cutter ESM 20. ONE (1) Doro Cutter ESM 30. ONE (1) Reed Rake.

**II. MINIMUM BID SPECIFICATIONS**

Sequentially number any exceptions and explain on a separate sheet if needed. If you would like to submit a product as an “or equal”, provide full specifications and a request a minimum of 7 days before the bid opening date. Email these requests to [jhjones@inyocounty.us](mailto:jhjones@inyocounty.us).

DESCRIPTION (Place an "X" /number in the appropriate column)	COMPLY	EXCEPTION
<b>GENERAL:</b> New TRUXOR, Amphibious Tool Machine. Model # T30	X	
<b>MOTOR:</b> Kubota WG1605-G_E3 EPA Tier2/CARB Tier 3 + EU Stage V33 kW/44hp at 2600 rpm	X	
Class TIER 3/Stage 3 A CARB Compliant or equal.	X	
<b>COOLING SYSTEM:</b> shall be equipped with Combination hydraulic/engine system air intake of the radiator with filter.	X	
<b>DASHBOARD:</b> Engine speed (RPM), Motor temperature, Control light, Hydraulic oil temperature, Hydraulic pressure and fuel gauge.	X	
<b>DRIVER'S SEAT:</b> Unit shall have an adjustable seat with thermostat-controlled electric heat with foldable cab with adjustable steering.	X	
<b>ELECTRICAL SYSTEM:</b> shall be 12 volt with a 60 amp generator. 45 Ah battery.	X	
<b>HYDRAULIC SYSTEM:</b> hydraulic tank shall be constructed with cyclone technology 5.02 gal. Hydraulic system volume- 9.23 gal. load-sensitive hydraulic pump. Control system with CAN bus signaling technology. Auto stop hydraulic low level sensor.	X	
<b>LEFT JOY STICK:</b> To operate the machine hydraulic outlet 1-work pressure 140 bar, adjustable flow 0-6.6 gal/min. hydraulic outlet 2-work pressure 130 bar, adjustable flow 0-2.9 gal/min.	X	
<b>RIGHT JOY STICK:</b> lifting, tilting, weight distribution. Hydraulic out-let 3-working pressure 200 bar. Adjustable flow 0-15.8 gal/min 22.2 hp.	X	
<b>Driving speed:</b> 0-110 yd/min	X	
<b>Front Lift:</b> 771.6 lbs, X4 bracket for fast change of tools.	X	



**IV. BID**

I agree to furnish Inyo County with the products specified on the Bid Form for the prices indicated below.

- 1. **Amphibian Tool Carrier (Year, Make, and Model):** 2022 Truxor T30
- 2. UNIT PRICE: \$ 115,900
- 3. SALES TAX (Inyo County @ 7.75%) \$ customer responsible for paying county
- 4. DELIVERY to Inyo County Parks & Recreation  
FOB 220 Sawmill Rd. Bishop, California. 93514 \$31,000

QUOTE TOOLS SEPARTLEY

- 
- 1a. **Tool Cutter ESM 20** \$ 6,559
  - 2a. SALES TAX (Inyo County @ 7.75%) \$ customer responsible for paying county
  - 3a. DELIVERY to Inyo County Parks & Recreation  
FOB 220 Sawmill Rd. Bishop, California. 93514 \$included in T30 shipping
  - 1b. **Tool Cutter ESM Doro Cutter ESM 30** \$ 9,580
  - 2b. SALES TAX (Inyo County @ 7.75%) \$ customer responsible for paying county
  - 3b. DELIVERY to Inyo County Parks & Recreation  
FOB 220 Sawmill Rd. Bishop, California. 93514 \$ included in T30 shipping
  - 1c. **Reed Rake** \$ 2,209
  - 2c. SALES TAX (Inyo County @ 7.75%) \$ customer responsible for paying county
  - 3c. DELIVERY to Inyo County Parks & Recreation  
FOB 220 Sawmill Rd. Bishop, California. 93514 \$included in T30 shipping

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**TOTAL PRICE**.....\$ 134,248

**TOTAL SALES TAX (Inyo County @ 7.75%)**.....\$ customer responsible for paying county

**BID # Bid PR1021 – Amphibian Tool Carrier**

**TOTAL DELIVERY to Inyo County Parks & Recreation**

**FOB 220 Sawmill Rd. Bishop, California. 93514.....\$ 31,000**

**BIDDER:**

Company Name: FloridAquatic Lake Management  
Contact Name: Melody Farrell  
Address: PO Box 3439  
City / State / Zip: North Fort Myers, FL 33918  
Phone Number: 239-997-8872 Fax Number: n/a  
Email Address: Melody@FloridAquatic.com

**V. CERTIFICATION**

In submitting this bid, I understand that Inyo County reserves the right to reject any and all bids and/or reject any and all items of such bids and/or waive any irregularities in a bid. By signature on this bid document, I agree to the terms outlined in this Request for Bids. I certify that I am an authorized agent for the above company. *This bid includes Addendum A, FloridAquatic terms and conditions. We are not committed to this bid if Inyo County does not agree to them.*

Signed: Melody Farrell

Title: Vice President

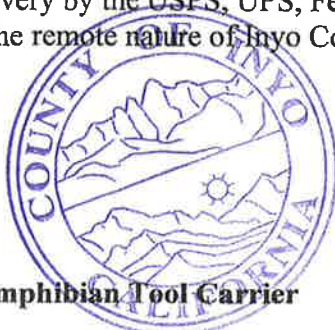
Date: 3/28/2022

**VI. BID SUBMITTAL**

Please submit your bid in a SEALED envelope labeled with "BID NO. PR1021 – Amphibian Tool Carrier" and the name of the Bidder printed on the outside of the envelope.

Bids must be submitted by the time and date specified below to the Inyo County Board Clerk, P.O. Drawer N (mail), Independence, CA 93526, or by delivery to the Board Clerk at 224 N. Edwards Street, Independence, CA 93526 by or before **3:00 P.M. on April 1, 2022.**

**Note:** PLEASE BE ADVISED that despite information you may receive from mail services, "Overnight" delivery by the USPS, UPS, FedEx, and other carriers is often scheduled as a two-day delivery due to the remote nature of Inyo County.



This bid was received on March 30,  
20 22 @ 11:22 a.m.

Attest: Leslie Chapman,  
Administrative Officer and Clerk of the  
Board, Inyo County, California

By [Signature] Assistant

**BID # Bid PR1021 – Amphibian Tool Carrier**



## **ADDENDUM A TERMS AND CONDITIONS**

**Expiration of offer:**

This offer shall expire at 5pm EST on May 15, 2002.

**Conditions of bid:**

The tools/attachments are not able to be delivered separately from the Truxor machine. The Truxor must be purchased from FloridAquatic Lake Management at the same time and delivered at the same time as the tools/attachments.

**Payment terms:**

A 50% deposit is required at time of order and remaining balance due when machine leaves Sweden.

**Taxes:**

It is the responsibility of the customer to pay any sales or use tax due to their state or county. FloridAquatic is not held liable for any taxes.

**Delivery:**

The manufacturer is currently having production delays due to employee illness and supply chain issues. It is not possible to give a definite date for when the machine will leave the factory. Once it leaves the factory, in the best of circumstances, we would have it at our warehouse in Florida approximately 8 weeks later. We currently have 2 machines ordered that are scheduled to leave the manufacturer the end of June and the end of October. All time lines are subject to change and are not promised. FloridAquatic Lake Management will not be held liable for any delays.

**Contract requirements:**

If bid is accepted, we require a signed contract that will include the agreed upon terms.

P.O. Box 3439 North Fort Myers, Florida 33918  
Office: 239-997-8872  
Email: [Lakes@FloridAquatic.com](mailto:Lakes@FloridAquatic.com)  
[www.FloridAquatic.com](http://www.FloridAquatic.com)



**ADDITION TO BID NO. PR1021  
TRUXOR AMPHIBIAN TOOL CARRIER**

Due to the distance required to deliver the Truxor and attachments/tools, we require the purchase of a trailer for transporting from Florida to California if our bid is accepted.

The cost of the trailer will be \$6,000. This is in addition to the \$134,248 and delivery cost of \$31,000.

Same terms and conditions apply that were included with the original bid papers that we sent. *(copy attached)*

Thank you,

*Melody Farrell*  
Melody Farrell

*3/28/2022*



This bid was received on March 30,  
20 22 @ 11:22 am.  
Attest: Leslie Chapman,  
Administrative Officer and Clerk of the  
Board, Inyo County, California  
By *[Signature]* Assistant

COUNTY OF INYO BID TABULATION

Project Title & Bid No. PR1021 Amphibian Tool Carrier

Bid Opening Date: 4/1/22

Location: County Admin Center

	BIDDER NAME	Bid
1	Florid Aquatic Lake Management	\$134,248.00
2	(see Addition)	+ \$6,000.00
3		\$140,248.00
4		
5		
6		
7		
8		
9		
10		

Opened By: Darcy Ellis

Present: Denelle Carrington







## ADDENDUM A TERMS AND CONDITIONS

**Expiration of offer:**

This offer shall expire at 5pm EST on May 15, 2002.

**Conditions of bid:**

The tools/attachments are not able to be delivered separately from the Truxor machine. The Truxor must be purchased from FloridAquatic Lake Management at the same time and delivered at the same time as the tools/attachments.

**Payment terms:**

A 50% deposit is required at time of order and remaining balance due when machine leaves Sweden.

**Taxes:**

It is the responsibility of the customer to pay any sales or use tax due to their state or county. FloridAquatic is not held liable for any taxes.

**Delivery:**

The manufacturer is currently having production delays due to employee illness and supply chain issues. It is not possible to give a definite date for when the machine will leave the factory. Once it leaves the factory, in the best of circumstances, we would have it at our warehouse in Florida approximately 8 weeks later. We currently have 2 machines ordered that are scheduled to leave the manufacturer the end of June and the end of October. All time lines are subject to change and are not promised. FloridAquatic Lake Management will not be held liable for any delays.

**Contract requirements:**

If bid is accepted, we require a signed contract that will include the agreed upon terms.

Melody Janell  
3/28/2022

BID NO: PR1021



# TRUXOR QUOTE



**As requested by:**

Inyo County Administration  
DenelleCarrington  
PO Drawer N  
Independence, CA 93526

**Created by:**

Melody Farrell  
May 11, 2022

**This quote includes all the necessary details  
including costs, terms and condition.**

<b>Product</b>	<b>Price</b>	<b>QTY</b>	<b>Subtotal</b>
94-T30E Truxor T30 with Panolin Oil	\$115,900.00	1	\$115,900.00
90-27900 Dorocutter ESM20	\$6,559.00	1	\$6,559.00
82-18300 Dorocutter ESM30	\$9,580.00	1	\$9,580.00
94-128100 Reed Rake	\$2,209.00	1	\$2,209.00
7' x 20' Trailer - Steel frame, wood deck, ramps, spare tire	\$6,000.00	1	\$6,000.00
Estimated Shipping, Import, Customs & Delivery Fees Subject to change at time of shipment from Sweden and delivery to California.	\$31,000.00	1	\$31,000.00

**Total                    \$171,248.00**

## **TRUXOR AMPHIBIOUS MACHINE CONTRACT OF SALE**

This Truxor Amphibious Machine contract provides the terms and conditions governing the understanding between Inyo County Administration ('Purchaser'), who agrees to follow this contract, and FloridAquatic Lake Management ('Seller'), whose primary address is 3350 Hanson St Unit H Ft Myers, FL 33916.

WHEREAS, Truxor Amphibious Machine and attachments/tools, a description ('Product'), is provided by the Seller. And WHEREAS, the Purchaser intends to buy all the Products listed in the Equipment Quote in accordance with these terms and conditions.

NOW, THEREFORE, considering the mutual agreements and promises by each of the parties, the Seller and Purchaser (collectively 'Parties' and as individuals 'Party') agree to the following:

### **TAXES**

It is the responsibility of the Purchaser to pay any sales or use tax due to their state or county. FloridAquatic is not held liable for any taxes.

### **EXPIRATION OF OFFER**

This offer shall expire at 5pm EST on June 30, 2022.

### **PAYMENT TERMS**

The Purchaser hereby buys the Product of the type and quantity detailed on the previous page and will issue payment as follows. 50% deposit at time of order and remaining balance due once container has left manufacturer in Sweden. Payments may be made by wire transfer or check. Contact us for wiring instructions.

### **DELIVERY**

The manufacturer is currently having production delays due to employee illness and supply chain issues. It is not possible to give a definite date for when the machine will leave the factory. Once it leaves the factory, in the best of circumstances, we would have it at our warehouse in Florida approximately 8 weeks later. We currently have 2 machines ordered that are scheduled to leave the manufacturer the end of October. This gives us an estimated arrival time in Florida at the end of December. All time lines are subject to change and are not promised. FloridAquatic Lake Management will not be held liable for any delays in production or shipping. Seller will not be held liable for failure or delay in fulfillment if hindered or prevented by fire, strikes, war, supply chain issues, labor shortages, or Acts of God.

## **SHIPPING FEES AND DELIVERY FEE**

Shipping fee and delivery fee is subject to change. We do our best to absorb any additional costs but due to the current economy, it may be necessary to pass some of the cost to the Purchaser. You will be notified as soon as possible of any changes.

## **ALTERATIONS**

This contract cannot undergo any alterations by either Party, except for when submitted in writing and agreed on by both the Parties.

## **TERMS OF EQUIPMENT WARRANTY**

See PDF file attached.

## **CONFIRMATION**

IN WITNESS WHEREOF, this contract is executed by their respective authorized officers, as of the date detailed below.

Inyo County Administration



# County of Inyo



## County Administrator - Risk Management

### CONSENT - ACTION REQUIRED

**MEETING:** June 7, 2022

**FROM:** Denelle Carrington

**SUBJECT:** Approval of Amendment #1 with Rivera Hewitt Paul LLC

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**RECOMMENDED ACTION:**

Request Board approve Amendment No. 1 to the contract between the County of Inyo and Rivera Hewitt Paul LLC of Sacramento, CA, increasing the contract by \$100,000, for a total amount not to exceed \$200,000, contingent upon the Board's approval of the Fiscal Year 2022-2023 Budget, and authorize the Chairperson to sign.

**SUMMARY/JUSTIFICATION:**

Rivera Hewitt Paul LLC is currently handling litigation for the County. The action of increasing the contract amount by another \$100,000, for a total amount not to exceed \$200,000, will ensure that there is enough funding through the end of the litigation.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose to not increase the contract amount, however, this is not recommended as additional funding is needed in order to get through the end of litigation.

**OTHER AGENCY INVOLVEMENT:**

Personnel and County Counsel

**FINANCING:**

There is sufficient funding in the Public Liability Budget (500903) in the Professional Services object code (5265).

**ATTACHMENTS:**

1. Rivera Hewitt Paul LLP Amendment 1
2. Rivera Hewitt Paul LLC Contract

**APPROVALS:**



**AMENDMENT NUMBER 1 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
RIVERA HEWITT PAUL LLP  
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and  
Rivera Hewitt Paul LLP, of Gold River, CA  
(hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent  
Contractor Services dated January 22, 2021, on County of Inyo Standard  
Contract No. 123, for the term from January 22, 2021 to end of litigation.

WHEREAS, County and Contractor do desire and consent to amend such Agreement as set forth  
below;

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

County and Contractor hereby amend such Agreement as follows:

3. CONSIDERATION.

E. 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, including travel and per diem expenses, if any, shall not exceed \$200,000  
Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement  
requested by Contractor for services or work performed, including per diem, which is in excess of the contract limit.

The effective date of this Amendment to the Agreement is June 1, 2022.

All the other terms and conditions of the Agreement are unchanged and remain the same.



AMENDMENT NUMBER 1 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
RIVERA HEWITT PAUL LLP  
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

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

**COUNTY OF INYO**

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

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

**CONTRACTOR**

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

Signature

\_\_\_\_\_  
Shanan L. Hewitt

Type or Print

Dated: May 9, 2022

APPROVED AS TO FORM AND LEGALITY:

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

APPROVED AS TO ACCOUNTING FORM:

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

APPROVED AS TO PERSONNEL REQUIREMENTS:

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

APPROVED AS TO RISK ASSESSMENT:

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

# *In the Rooms of the Board of Supervisors*

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 2<sup>nd</sup> day of February 2021 an order was duly made and entered as follows:

*CAO-Risk – Rivera  
Hewitt Paul LLC  
Contract* Moved by Supervisor Pucci and seconded by Supervisor Roeser to ratify and approve the agreement between the County of Inyo and Rivera Hewitt Paul LLC of Sacramento, CA for the provision of legal services in an amount not to exceed \$100,000 for the period of January 22, 2021 until the subject litigation is completed, contingent upon the Board's approval of the Fiscal Year 2021-2022 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 2<sup>nd</sup>  
Day of February, 2021



CLINT G. QUILTER  
Clerk of the Board of Supervisors

A handwritten signature in black ink, appearing to read "Clint G. Quilter".

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

<b>Routing</b>
CC Purchasing Personnel Auditor CAO: Risk Other: DATE: February 11, 2021



# County of Inyo



## County Administrator - Risk Management

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** February 2, 2021

**FROM:** Aaron Holmberg

**SUBJECT:** Approval of contract in an amount not to exceed \$100,000 for the provision of legal services.

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**RECOMMENDED ACTION:**

Request Board ratify and approve the agreement between the County of Inyo and Rivera Hewitt Paul LLC of Sacramento, CA for the provision of legal services in an amount not to exceed \$100,000 for the period of January 22, 2021 until the subject litigation is completed, contingent upon the Board's approval of the Fiscal Year 2021-2022 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

**SUMMARY/JUSTIFICATION:**

Porter Scott usually handles litigation arising from claims against the County; however, Porter Scott is unable to handle anticipated litigation related to a recent claim for damages. Rivera Hewitt Paul LLC is recommended for defense of such litigation.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could deny this contract with Rivera Hewitt Paul LLC. This is not recommended as the defense team for the subject litigation is needed promptly and we believe this firm is well qualified to handle the matter.

**OTHER AGENCY INVOLVEMENT:**

County Counsel and PRISM have been consulted in the selection process for this firm for the subject litigation.

**FINANCING:**

Agreement will be budgeted in the Public Liability Budget (500903) in Professional Services (5265). Adjustments have been made during the Mid-Year Budget Review Process to accommodate this agreement.

**ATTACHMENTS:**

1. Rivera 2021 Agreement Executed by Shanan Hewitt

**APPROVALS:**

Aaron Holmberg  
Darcy Ellis

Created/Initiated - 1/26/2021  
Approved - 1/26/2021

Denelle Carrington  
Aaron Holmberg  
Marshall Rudolph  
Amy Shepherd  
Sue Dishion  
Aaron Holmberg

Approved - 1/26/2021  
Approved - 1/26/2021  
Approved - 1/26/2021  
Approved - 1/26/2021  
Approved - 1/28/2021  
Final Approval - 1/28/2021

**AGREEMENT BETWEEN COUNTY OF INYO  
AND RIVERA HEWITT PAUL LLP  
FOR THE PROVISION OF LEGAL SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the legal services of Rivera Hewitt Paul LLP, of Sacramento, California, (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

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

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

**2. TERM.**

The term of this Agreement shall be from January 22, 2021 until the subject litigation is complete, unless sooner terminated as provided below.

**3. CONSIDERATION.**

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

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

C. Incidental Expenses. County shall reimburse Contractor in accordance with the Schedule of Fees (Attachment **B**) for those Incidental Expenses which are specifically identified in the Schedule of

Fees and which are necessarily incurred by the Contractor in providing the services and work requested by County under this Agreement. Reimbursement by County for such Incidental Expenses will be limited to Contractor's actual cost without regard to any administrative or overhead expenses incurred by Contractor in obtaining or utilizing such incidental services or supplies. Reimbursement for actual costs will not exceed the amounts set forth in the Schedule of Fees.

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

E. 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, including travel and per diem expenses, if any, shall not exceed \$100,000 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including travel or per diem, which is in excess of the contract limit.

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

G. Federal and State taxes.

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

#### 4. WORK SCHEDULE.

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

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

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

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

#### 6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

#### 7. COUNTY PROPERTY.

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

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

the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

**8. WORKERS' COMPENSATION.**

Contractor shall provide statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than \$1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. The County of Inyo, its agents, officers and employees shall be named as additional insured or a waiver of subrogation shall be provided.

**9. INSURANCE.**

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

**10. STATUS OF CONTRACTOR.**

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

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

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

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

**11. DEFENSE AND INDEMNIFICATION.**

Contractor shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor'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. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the Contractor, its agents, employees, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor'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 Contractor to procure and maintain a policy of insurance.



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

## **12. RECORDS AND AUDIT.**

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

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

## **13. NONDISCRIMINATION.**

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

## **14. CANCELLATION.**

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

## **15. ASSIGNMENT.**

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

## **16. DEFAULT.**

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

**17. WAIVER OF DEFAULT.**

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-four (24) below.

**18. CONFIDENTIALITY.**

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the 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.

**19. CONFLICTS.**

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

**20. POST AGREEMENT COVENANT.**

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

**21. SEVERABILITY.**

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

**22. FUNDING LIMITATION.**

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying

Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-four (24) (Amendment).

**23. ATTORNEY'S FEES.**

If either of the parties hereto brings an action or proceeding against the other, including, but not limited to, an action to enforce or declare the cancellation, termination, or revision of the Agreement, the prevailing party in such action or proceeding shall be entitled to receive from the other party all reasonable attorney's fees and costs incurred in connection therewith.

**24. 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.

**25. NOTICE.**

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

**COUNTY OF INYO:**  
County Administrator, Risk Management  
163 May Street  
Bishop, CA 93514

**CONTRACTOR:**  
Rivera Hewitt Paul LLP  
11341 Gold Express Dr Ste 160  
Sacramento, CA 95670

**26. ENTIRE AGREEMENT.**

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

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**AGREEMENT BETWEEN COUNTY OF INYO  
AND RIVERA HEWITT PAUL LLP  
FOR THE PROVISION OF LEGAL SERVICES**

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

**COUNTY OF INYO**

**CONTRACTOR**

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

By:   
Signature

Dated: \_\_\_\_\_  
Type or Print Name

Shannon L. Hewitt, Partner

Dated: January 25, 2021

APPROVED AS TO FORM AND  
LEGALITY:

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

APPROVED AS TO ACCOUNTING FORM:

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

APPROVED AS TO PERSONNEL REQUIREMENTS:

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

APPROVED AS TO INSURANCE REQUIREMENTS:

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

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND RIVERA HEWITT PAUL LLP  
FOR THE PROVISION OF LEGAL SERVICES**

**TERM:**

**FROM: January 22, 2021 until the subject litigation is complete**

**SCOPE OF WORK:**

1. Contractor shall represent and advise the County and such of its agents, officers and employees as the County may designate, in pending and potential litigation before state and federal courts, and county, state and federal administrative agencies. Contractor shall receive direction from the Inyo County Board of Supervisors, County Counsel and/or County Administrator or designees. Contractor shall also provide all secretarial and clerical support reasonably and customarily necessary to perform such services under this Agreement.
2. Contractor shall maintain and retain files and materials on cases and other matters upon which he is working. Electronic copies of documents received and created by Contractor shall be delivered to County Risk Management Office to be stored.
3. Contractor shall file and serve required pleadings, notices, discovery documents and materials on behalf of the County its officers or employees. The Office of County Counsel will cooperate with Contractor with regard to filing and service in Inyo County.
4. Contractor may email to the Offices of County Counsel and Risk Management copies of those pleadings, notices, discovery, documents and materials to be appropriately delivered to County officers and employees. The Office of County Counsel and/or Risk Management will then make necessary copies and deliver the pleadings, notices, discovery, documents and materials to the County officers and employees.
5. Contractor shall take the actions necessary to have all pleadings, notices, discovery, documents and materials, which are to be served upon the County or its officers and employees after their first general appearance, served upon both Contractor at his office and the County Counsel at the Independence office. Contractor shall also provide to the County Counsel and Risk Manager one copy of all pleadings, notices, discovery and other documents served and or filed by Contractor on behalf of the County, its officers or employees in electronic format.
6. Contractor, shall not bill for attorney's time in performing work or services which would ordinarily and customarily be performed by a legal secretary or clerical support.
7. Contractor shall not accept other employment which will interfere or cause a conflict of interest with representation of the County of Inyo and its agents, officers and employees

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND RIVERA HEWITT PAUL LLP  
FOR THE PROVISION OF LEGAL SERVICES**

**TERM:**

**FROM: January 22, 2021 until the subject litigation is complete**

**SCHEDULE OF FEES:**

**1. COMPENSATION:**

Attorney: \$210/hour  
Paralegal \$135/hour  
Travel: \$150/hour

**2. INCIDENTAL EXPENSES:**

The Firm shall not be obligated to advance costs on behalf of Client; however, for the purposes of convenience and in order to expedite matters, the Firm reserves the right to advance costs on behalf of the Client, with Client's prior approval, in the event a particular cost item exceeds \$7,500.00 in amount; and without the prior approval of Client in the event a particular cost item totals \$7,500.00 or less. Typical cost items include, by way of example and not limitation, document preparation and word processing, long distance telephone charges, fax/telecopy charges (at \$0.10 per page), appearance fees, messenger fees, travel costs, bonds, witness fees, deposition and court reporter fees, transcript costs, expert witness fees, investigative fees, etc.

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND RIVERA HEWITT PAUL LLP  
FOR THE PROVISION OF LEGAL SERVICES**

**TERM:**

**FROM: January 22, 2021 until the subject litigation is complete**

**SCHEDULE OF TRAVEL AND PER DIEM PAYMENT**

Travel shall be at the County's request and will be billed at cost.  
Per diem travel from portal to portal will be at the current IRS rate.

**AGREEMENT BETWEEN COUNTY OF INYO  
AND RIVERA HEWITT PAUL LLP  
FOR THE PROVISION OF LEGAL SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
11th DAY OF February, 2021

**COUNTY OF INYO**

By: 

Dated: 02/11/21  
Type or Print Name

**CONTRACTOR**

By:   
Signature

Sharan L. Hewitt, Partner  
Dated: January 25, 2021

APPROVED AS TO FORM AND  
LEGALITY:

  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

  
County Risk Manager



ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO  
AND RIVERA HEWITT PAUL LLP  
FOR THE PROVISION OF LEGAL SERVICES

TERM:

FROM: January 22, 2021 until the subject litigation is complete

**Insurance Requirements for Professional Services**

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 by the Consultant, its agents, representatives, or employees.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000 per occurrence**. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
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. *(Not required if consultant provides written verification it has no employees.)*
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence.

If the Consultant maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for 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 the Entity.

**Other Insurance Provisions**

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

**Additional Insured Status:** County of Inyo, 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 consultant 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 Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

**Primary Coverage:** For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

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

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

**Deductibles and Self-Insured Retentions:** Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

**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.

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

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

the Consultant must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.

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

**Subcontractors:** Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

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



# County of Inyo



## County Administrator - Risk Management

### CONSENT - ACTION REQUIRED

**MEETING:** June 7, 2022

**FROM:** Denelle Carrington

**SUBJECT:** Approval of Agreement for legal services

---

**RECOMMENDED ACTION:**

Request Board approve the agreement between the County of Inyo and Porter Scott, A Professional Corporation of Sacramento, CA for the provision of legal services in an amount not to exceed \$400,000 for the period of July 1, 2022 through June 30, 2025, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign.

**SUMMARY/JUSTIFICATION:**

Porter Scott has been a vital resource for years and is currently representing the County in a number of ongoing and potential legal matters.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could deny this request, however, this is not recommended as Porter Scott is currently representing the County in a number of ongoing matters and is a valuable resource to the County.

**OTHER AGENCY INVOLVEMENT:**

County Counsel, CAO

**FINANCING:**

This contract will be budgeted in the County Liability Trust (500903), in Professional Services (5265).

**ATTACHMENTS:**

1. Porter Scott Contract 07.01.2022-06.30.2025

**APPROVALS:**

Denelle Carrington  
Darcy Ellis  
Denelle Carrington

Created/Initiated - 6/1/2022  
Approved - 6/1/2022  
Approved - 6/1/2022

Aaron Holmberg  
Keri Oney  
John Vallejo  
Amy Shepherd

Approved - 6/2/2022  
Approved - 6/2/2022  
Approved - 6/2/2022  
Final Approval - 6/2/2022

**AGREEMENT BETWEEN COUNTY OF INYO  
AND  
PORTER SCOTT, A PROFESSIONAL CORPORATION**  
\_\_\_\_\_

**FOR THE PROVISION OF LEGAL SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the legal services of PORTER SCOTT, A PROFESSIONAL CORPORATION of SACRAMENTO, CA hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

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

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

**2. TERM.**

The term of this Agreement shall be from July 1, 2022 to June 30, 2025 unless sooner terminated as provided below.

**3. CONSIDERATION.**

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

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

C. Incidental Expenses. County shall reimburse Contractor in accordance with the Schedule of Fees (Attachment B) for those Incidental Expenses which are specifically identified in the Schedule of Fees and which are necessarily incurred by the Contractor in providing the services and work requested by

County under this Agreement. Reimbursement by County for such Incidental Expenses will be limited to Contractor's actual cost without regard to any administrative or overhead expenses incurred by Contractor in obtaining or utilizing such incidental services or supplies. Reimbursement for actual costs will not exceed the amounts set forth in the Schedule of Fees.

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

E. 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, including travel and per diem expenses, if any, shall not exceed \$ Four hundred thousand  
Dollars and zero cents (\$400,000.00)  
(hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including travel or per diem, which is in excess of the contract limit.

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

G. Federal and State taxes.

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

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

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

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

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

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

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

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

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

**6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.**

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

**7. COUNTY PROPERTY.**

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

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

**8. INSURANCE.**

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

**9. STATUS OF CONTRACTOR.**

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of



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

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

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

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

#### **10. DEFENSE AND INDEMNIFICATION.**

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

#### **11. RECORDS AND AUDIT.**

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

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

#### **12. NONDISCRIMINATION.**

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

#### **13. CANCELLATION.**

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

**14. ASSIGNMENT.**

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

**15. DEFAULT.**

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

**16. WAIVER OF DEFAULT.**

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

**17. CONFIDENTIALITY.**

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

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

**18. CONFLICTS.**

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

**19. POST AGREEMENT COVENANT.**

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

**20. SEVERABILITY.**

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

**21. FUNDING LIMITATION.**

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

**22. AMENDMENT.**

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

**23. NOTICE.**

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

<b>COUNTY OF INYO:</b>	
County Administrator - Risk Management	Department
1360 N. Main Street, Ste. 256	Address
Bishop, CA 93514	City and State

<b>CONTRACTOR:</b>	
Porter Scott, A Professional Corporation	Name
350 University Avenue, Suite 200	Address
Sacramento, CA 95825	City and State

**24. ENTIRE AGREEMENT.**

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

# #

**AGREEMENT BETWEEN COUNTY OF INYO  
AND  
PORTER SCOTT, A PROFESSIONAL CORPORATION  
FOR THE PROVISION OF LEGAL SERVICES**

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

**COUNTY OF INYO**

**CONTRACTOR**

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

By: Carl L. Fessenden  
Signature

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

Carl L. Fessenden  
Type or Print Name

Dated: 5/19/2022

**APPROVED AS TO FORM AND  
LEGALITY:**

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

**APPROVED AS TO ACCOUNTING FORM:**

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

**APPROVED AS TO PERSONNEL REQUIREMENTS:**

K. Oney  
\_\_\_\_\_  
Personnel Services

**APPROVED AS TO INSURANCE REQUIREMENTS:**

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

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND  
PORTER SCOTT, A PROFESSIONAL CORPORATION**  

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**FOR THE PROVISION OF LEGAL SERVICES**

**TERM:**

**FROM:** July 1, 2022 **TO:** June 30, 2025

**SCOPE OF WORK:**

1. Contractor shall represent and advise the County and such of its agents, officers and employees as the County may designate, in pending and potential litigation before state and federal courts, and county, state and federal administrative agencies. Contractor shall receive direction from the Inyo County Board of Supervisors, County Counsel and/or County Administrator or the Risk Manager. Contractor shall also provide all secretarial and clerical support reasonably and customarily necessary to perform such services under this Agreement.
2. Contractor shall maintain and retain files and materials on cases and other matters upon which he is working. Electronic copies of documents received and created by Contractor shall be delivered to County Risk Management Office to be stored.
3. Contractor shall file and serve required pleadings, notices, discovery documents and materials on behalf of the County its officers or employees. The Office of County Counsel will cooperate with Contractor with regard to filing and service in Inyo County.
4. Contractor may email to the Offices of County Counsel and Risk Management copies of those pleadings, notices, discovery, documents and materials to be appropriately delivered to County officers and employees. The Office of County Counsel and/or Risk Management will then make necessary copies and deliver the pleadings, notices, discovery, documents and materials to the County officers and employees.
5. Contractor shall take the actions necessary to have all pleadings, notices, discovery, documents and materials, which are to be served upon the County or its officers and employees after their first general appearance, served upon both Contractor at his office and the County Counsel at the Independence office. Contractor shall also provide to the County Counsel and Risk Manager one copy of all pleadings, notices, discovery and other documents served and or filed by Contractor on behalf of the County, its officers or employees in electronic format.
6. Contractor, shall not bill for attorney's time in performing work or services which would ordinarily and customarily be performed by a legal secretary or clerical support.
7. Contractor shall not accept other employment which will interfere or cause a conflict of interest with representation of the County of Inyo and its agents, officers and employees

**ATTACHMENT B**  
**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND**  
**PORTER SCOTT, A PROFESSIONAL CORPORATION**  

---

**FOR THE PROVISION OF LEGAL SERVICES**

**TERM:**

**FROM:** July 1, 2022 \_\_\_\_\_ **TO:** June 30, 2025 \_\_\_\_\_

**SCHEDULE OF FEES:**

**1. COMPENSATION:**

Partner: \$250.00/hour  
Associate: \$225.00/hour  
Paralegal \$110/hour  
Travel: \$130/hour

**2. INCIDENTAL EXPENSES:**

The Firm shall not be obligated to advance costs on behalf of Client; however, for the purposes of convenience and in order to expedite matters, the Firm reserves the right to advance costs on behalf of the Client, with Client's prior approval, in the event a particular cost item exceeds \$7,500.00 in amount; and without the prior approval of Client in the event a particular cost item totals \$7,500.00 or less. Typical cost items include, by way of example and not limitation, document preparation and word processing, long distance telephone charges, fax/telecopy charges (at \$0.10 per page), appearance fees, messenger fees, travel costs, bonds, witness fees, deposition and court reporter fees, transcript costs, expert witness fees, investigative fees, etc.

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND  
PORTER SCOTT, A PROFESSIONAL CORPORATION**  
\_\_\_\_\_  
**FOR THE PROVISION OF LEGAL SERVICES**

**TERM:**

**FROM:** July 1, 2022 **TO:** June 30, 2025

**SCHEDULE OF TRAVEL AND PER DIEM PAYMENT**

Travel shall be at the County's request and will be billed at cost.

Per diem travel from portal to portal will be at the current IRS rate.

**ATTACHMENT D**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND  
PORTER SCOTT, A PROFESSIONAL CORPORATION**  
\_\_\_\_\_  
**FOR THE PROVISION OF LEGAL SERVICES**

**TERM:**

**FROM:** July 1, 2022                      **TO:** June 30, 2025

**SEE ATTACHED INSURANCE PROVISIONS**



## Attachment D: 2022 Insurance Requirements for Legal Services

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

### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Professional Liability** insurance, with limit no less than \$5,000,000 per occurrence or claim, \$5,000,000 aggregate.
2. **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 \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separate to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
3. **Automobile Liability**: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
4. **Workers' Compensation** coverage 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.

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

### OTHER INSURANCE PROVISIONS

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

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

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

**Umbrella or Excess Policy:** The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the

## **Attachment D: 2022 Insurance Requirements for Legal Services**

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

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

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

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

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

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

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

**Verification of Coverage:** Contractor shall furnish Inyo County with original certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause, and a copy of the Declarations and Endorsement Page of the general liability policy and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations and

## **Attachment D: 2022 Insurance Requirements for Legal Services**

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

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

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

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



# County of Inyo



## Coroner

### CONSENT - ACTION REQUIRED

**MEETING:** June 7, 2022

**FROM:** Denelle Carrington

**SUBJECT:** Approval of Contract Services for Autopsy Services

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**RECOMMENDED ACTION:**

Request Board: A) declare Eva S. Wasef, M.D. a sole-source provider of autopsy services in Inyo County; B) approve the contract between the County of Inyo and Eva S. Wasef for the provision of autopsy services in an amount not to exceed \$175,000 for the period of July 1, 2022 through June 30, 2025, contingent upon the Board's approval of future budgets; and C) authorize the Chairperson to sign.

**SUMMARY/JUSTIFICATION:**

Dr. Eva Wasef's current contract expires on June 30, 2022. She has graciously worked with the Coroner's Office since January, 2013 as the Coroner's autopsy surgeon. She is also pathologist at Northern Inyo Hospital and is currently the only pathologist in Inyo County. There is no one in the County with her expertise and laboratory availability to assist the Coroner. She provides microscopic studies and immediate toxicology services when needed to determine the cause of death. Her services are a tremendous benefit to the County.

The Sole Service justification is warranted based on her expertise, lower expense and local proximity to the Coroner's Office. Her prior experience with the Coroner's Office and prior contracts with the County also have an impact on the Sole Source.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to approve this contract, however this is not recommended as the Coroner would be directly impacted, autopsies would have to be sent out of county at a much higher cost and the Coroner would be unable to fulfill his duties.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

This expense will be budgeted in the Coroners Budget (023500) each year in Professional Services (5265).

**ATTACHMENTS:**

1. Wasef Contract 07.01.2022-06.30.2025

**APPROVALS:**

Denelle Carrington	Created/Initiated - 5/23/2022
Darcy Ellis	Approved - 5/23/2022
Denelle Carrington	Approved - 5/23/2022
Keri Oney	Approved - 5/23/2022
John Vallejo	Approved - 5/23/2022
Amy Shepherd	Final Approval - 5/23/2022

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** Eva S. Wasef, M.D.  
**FOR THE PROVISION OF** Autopsy **SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Autopsy services of Eva S. Wasef, M.D. of Pasadena, CA (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

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

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

**2. TERM.**

The term of this Agreement shall be from 07/01/2022, to 06/30/2025, unless sooner terminated as provided below.

**3. CONSIDERATION.**

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed

\$175,000

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

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

F. Federal and State taxes.

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

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

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

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

**4. WORK SCHEDULE.**

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

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

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

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

## **6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.**

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

## **7. COUNTY PROPERTY.**

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

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

## **8. WORKERS' COMPENSATION.**

Contractor shall provide Statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than \$1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. The County of Inyo, its agents, officers and employees shall be named as additional insured or a waiver of subrogation shall be provided.

## **9. INSURANCE.**

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

## **10. STATUS OF CONTRACTOR.**

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



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

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

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

#### **11. DEFENSE AND INDEMNIFICATION.**

Contractor shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor'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. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the Contractor, its agents, employees, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor'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 Contractor to procure and maintain a policy of insurance.

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

#### **12. RECORDS AND AUDIT.**

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

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

#### **13. NONDISCRIMINATION.**

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

**14. CANCELLATION.**

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

**15. ASSIGNMENT.**

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

**16. DEFAULT.**

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

**17. WAIVER OF DEFAULT.**

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-three (23) below.

**18. CONFIDENTIALITY.**

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the 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.

**19. CONFLICTS.**

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

**20. POST AGREEMENT COVENANT.**

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this

Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

**21. SEVERABILITY.**

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

**22. FUNDING LIMITATION.**

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-three (23) (Amendment).

**23. AMENDMENT.**

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

**24. NOTICE.**

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

County of Inyo: Coroner	Department
325 West Elm Street	Address
Bishop, CA 93514	City and State

Contractor: Eva S. Wasef, M.D.	Name
500 Madeline Drive	Address
Pasadena, CA 91105	City and State

**25. ENTIRE AGREEMENT.**

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

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**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** Eva S. Wasef, M.D.  
**FOR THE PROVISION OF** Autopsy **SERVICES**

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

COUNTY OF INYO:

CONTRACTOR:

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

By: Eva S. Wasef  
Type or Print Name

Eva S. Wasef  
Signature

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

Dated: 5/09/22

APPROVED AS TO FORM AND LEGALITY:

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

APPROVED AS TO ACCOUNTING FORM:

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

APPROVED AS TO PERSONNEL REQUIREMENTS:

K. Oney  
\_\_\_\_\_  
Director of Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

Caron Holmberg  
\_\_\_\_\_  
County Risk Manager

s:County Counsel/Contracts/MiscContracts/PhysII.116

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** Eva S. Wasef, M.D.  
**FOR THE PROVISION OF** Autopsy **SERVICES**

**TERM:**

**FROM:** 07/01/2022 **TO:** 06/30/2025

**SCOPE OF WORK:**

Autopsy Services

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** Eva S. Wasef, M.D.  
**FOR THE PROVISION OF** Autopsy **SERVICES**

**TERM:**

**FROM:** 07/01/2022 **TO:** 06/30/2025

**SCHEDULE OF FEES:**

Gross Complete Autopsy.....\$1,300.00  
External examination and review of medical records to determine the cause of death.....\$ 600.00  
Transcription.....\$ 60.00  
Processing Fee.....\$ 120.00  
Reimbursement of microscopic tests required to determine the cause of death.....\$ 300.00



# County of Inyo



## Coroner

### CONSENT - ACTION REQUIRED

**MEETING:** June 7, 2022

**FROM:** Denelle Carrington

**SUBJECT:** Approval of contract for toxicology services

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**RECOMMENDED ACTION:**

Request Board approve the contract between the County of Inyo and Central Valley Toxicology of Clovis, CA for the provision of toxicology services in an amount not to exceed \$45,000 for the period of July 1, 2022 through June 30, 2025, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign.

**SUMMARY/JUSTIFICATION:**

This contract is an essential function for the Coroner's Office. Central Valley Toxicology, Inc. has been providing toxicology services for this office for many years and it benefits the department to continue with this contract.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose to not approve this contract, which would impact the job of the Coroner, and not allow him to move forward appropriately and fulfill his duties as the Coroner.

**OTHER AGENCY INVOLVEMENT:**

N/A

**FINANCING:**

This expense will be budgeted each year in the Coroner's Budget (023500) in Professional Services (5265).

**ATTACHMENTS:**

1. Central Valley Toxicology Contract 07.01.2022-06.30.2025

**APPROVALS:**

Denelle Carrington  
Darcy Ellis  
Denelle Carrington  
Keri Oney

Created/Initiated - 6/1/2022  
Approved - 6/1/2022  
Approved - 6/1/2022  
Approved - 6/2/2022

John Vallejo  
Amy Shepherd

Approved - 6/2/2022  
Final Approval - 6/2/2022



**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** Central Valley Toxicology, Inc.  
**FOR THE PROVISION OF** Toxicology **SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Toxicology services of Central Valley Toxicology of Clovis, CA (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

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

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

**2. TERM.**

The term of this Agreement shall be from July 1, 2022 to June 30, 2025 unless sooner terminated as provided below.

**3. CONSIDERATION.**

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

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

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

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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>.

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

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

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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.

**11. DEFENSE AND INDEMNIFICATION.**

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

**12. RECORDS AND AUDIT.**

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

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

**13. NONDISCRIMINATION.**

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

**14. CANCELLATION.**

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

**15. ASSIGNMENT.**

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

Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

**16. DEFAULT.**

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

**17. WAIVER OF DEFAULT.**

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-three (23) below.

**18. CONFIDENTIALITY.**

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the 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.

**19. CONFLICTS.**

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

**20. POST AGREEMENT COVENANT.**

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

**21. SEVERABILITY.**

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

**22. FUNDING LIMITATION.**

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding falls, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-three (23) (Amendment).

**23. AMENDMENT.**

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

**24. NOTICE.**

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

County of Inyo	
Coroner	Department
<u>325 West Elm Street</u>	Street
<u>Bishop, CA 93514</u>	City and State

Contractor:	
<u>Central Valley Toxicology, Inc.</u>	Name
<u>1580 Tollhouse Road</u>	Street
<u>Clovis, CA 93611</u>	City and State

**25. ENTIRE AGREEMENT.**

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

///

///

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** Central Valley Toxicology, Inc.  
**FOR THE PROVISION OF** Toxicology **SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS  
THIS 12<sup>th</sup> DAY OF May, 2022.

**COUNTY OF INYO**

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

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

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

**CONTRACTOR**

By:   
Signature

Eduardo Espirita  
Print or Type Name

Dated: 5/12/22

**APPROVED AS TO FORM AND LEGALITY:**

County Counsel

Trace Church  
\_\_\_\_\_

**APPROVED AS TO ACCOUNTING FORM:**

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

**APPROVED AS TO PERSONNEL REQUIREMENTS:**

K. Oney  
\_\_\_\_\_  
Personnel Services

**APPROVED AS TO INSURANCE REQUIREMENTS:**

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

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** Central Valley Toxicology, Inc.

**FOR THE PROVISION OF** Toxicology **SERVICES**

**TERM:**

**FROM:** 07/01/2022 **TO:** 06/30/2025

**SCOPE OF WORK:**

Toxicology Services as referenced on the Coroner's Fee Schedule which is attached to the contract.



**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** Central Valley Toxicology, Inc.

**FOR THE PROVISION OF** Toxicology **SERVICES**

**TERM:**

**FROM:** 07/01/2022 **TO:** 06/30/2025

**SCHEDULE OF FEES:**

See Attached Schedule of Fees

Total amount of contract not to exceed \$45,000

**ATTACHMENT C**

**AND** AGREEMENT BETWEEN COUNTY OF INYO  
Central Valley Toxicology, Inc.  
**FOR THE PROVISION OF** Toxicology **SERVICES**

**TERM:**

**FROM:** 07/01/2022 **TO:** 06/30/2025

**SEE ATTACHED INSURANCE PROVISIONS**

## **Attachment \_: 2022 Insurance Requirements for Coroner-Related Professional Toxicology Services**

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

### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separate to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. Provision may be waived with signed letter on contractor's letterhead certifying that no auto or mobile equipment will be used for/during the execution of the contract.
3. **Workers' Compensation** insurance as required by the State of California, with **Statutory Limits**, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. May be waived with signed letter on contractor's letterhead certifying that contractor has no employees.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Contractor's profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$3,000,000** aggregate. Check with Risk Management if Professional Liability is required for the contract to which these requirements are attached.

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

### **OTHER INSURANCE PROVISIONS**

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

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

**Primary Coverage:** For any claims related to this contract, the **Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo

## **Attachment \_\_: 2022 Insurance Requirements for Coroner-Related Professional Toxicology Services**

County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

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

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

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

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

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

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

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

## **Attachment \_\_: 2022 Insurance Requirements for Coroner-Related Professional Toxicology Services**

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

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

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

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

-end-



## CORONER'S FEE SCHEDULE

<b>CORONER'S COMPLETE PANEL (INCLUDES CONFIRMATION/LEVELS):</b>	Comprehensive screening with confirmation and quantification of abused drugs, alcohol and other drugs that are in a range of high therapeutic to overdose levels. Includes prescription and over-the-counter drugs, over 350 drugs and metabolites.	\$191.00
<b>ADDITIONAL SAMPLE:</b>	Each additional sample add	\$51.00
<b>ROUTINE PANEL (INCLUDES CONFIRMATION/LEVELS):</b>	Ethyl Alcohol, Acetone, Cocaine, Opiates, PCP, Amphetamines, Barbiturates, Benzodiazepines, Methadone, Fentanyl, Tricyclic Antidepressants, and Carisoprodol.	\$151.00
<b>ABUSED DRUG SCREEN:</b>	Cocaine, Opiates, PCP, Amphetamines; one price includes four individual drug screens. (Qualitative Screen Only)	\$46.00
<b>GENERAL DRUG SCREEN:</b>	Includes prescription and over-the-counter drugs, over 350 drugs and metabolites. (Qualitative Screen Only)	\$83.00
<b>SPECIFIC DRUG SCREEN/CONFIRM/LEVEL:</b>	Screening for a specific drug from a biological matrix with determination and quantitative concentration of primary drug and metabolite when applicable (Quantitative)	\$75.00
<b>BLOOD ALCOHOL:</b>	Blood Ethyl Alcohol with Confirmation in secondary sample (vitreous humor, urine, etc.) when available	\$44.00
<b>SOLVENT/VOLATILE:</b>	Methyl Alcohol, Isopropyl Alcohol, Acetone, Benzene, Chloroform, Toluene, etc. with Confirmation in secondary sample (vitreous humor, urine, etc.) when available	\$75.00
<b>VITREOUS PANEL:</b>	Sodium, Potassium, Chloride, Glucose	\$75.00
<b>UREA NITROGEN:</b>	Urea Nitrogen (Vitreous humor, VUN)	\$28.00
<b>CREATININE:</b>	Creatinine (Vitreous humor)	\$28.00
<b>CARBOXYHEMOGLOBIN:</b>	%Saturation of blood by CO	\$75.00
<b>SUBSTANCE ID:</b>	Identification and confirmation of drugs in capsules, powders, tablets, fluids, organic material.	\$102.00
<b>TISSUE PREP:</b>	Mincing/liquefying preparation of tissue sample.	\$36.00
<b>CORONER'S CAP:</b>	A maximum fee of \$550.00 is charged when the individual test fees are in excess of \$550.00 for a final toxicology report. A cap does not include fees charged by an outside lab or other send outs or additional testing after a final report has been issued.	\$550.00
<b>SEND OUTS:</b>	Shipping Costs to CVT will be included in Send Out Charges (Heavy Metals, Lithium, Hep C, HIV, etc.)	At Cost

**B.L. POSEY**  
**S.N. KIMBLE**  
*Directors*  
 1580 Tolhouse Road  
 Clovis, California 93611  
 Phone (569) 823-0940  
 Fax (569) 323-7602



# County of Inyo



## Health & Human Services

### CONSENT - ACTION REQUIRED

**MEETING:** June 7, 2022

**FROM:** Melissa Best-Baker

**SUBJECT:** Agreement between the County of Inyo and County of Santa Cruz

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**RECOMMENDED ACTION:**

Request Board: A) approve the Agreement between the County of Inyo and County of Santa Cruz for the period of July 1, 2022 through June 30, 2025 for hosting the Medi-Cal Administrative Activities and Targeted Case Management Local Government Agency Consortium, contingent on the Board's approval of future budgets; B) authorize the Chairperson and Melissa Best-Baker as the LGA Coordinator to sign the agreement; and C) authorize payment up to \$4,000 in participation fees per year for 2022-2023, 2023-2024, and 2024-2025, contingent upon the approval of future budgets.

**SUMMARY/JUSTIFICATION:**

The County of Santa Cruz acts as the host county for the LGA Consortium for the purpose of collecting and disbursing funds for the Medi-Cal Administrative Activities (MAA) and Targeted Case Management (TCM) trust fund. The State Department of Health Care Services (DHCS) coordinates with the Host County to coordinate administration of the MAA/TCM programs for the Local Government Agency. This allows DHCS to coordinate with just one county, instead of all of the counties that participate in MAA and TCM, relieving administrative costs for all involved. We are requesting approval to enter into this agreement.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to approve the agreement between the County of Inyo and Santa Cruz County which will result in Inyo County losing access to consulting and legal services that the Consortium provides.

**OTHER AGENCY INVOLVEMENT:**

County of Santa Cruz, California State Department of Health Services

**FINANCING:**

There is no current funding request at this time. We do pay participation fees that are paid out of the Health budget (045100), Professional Services object code(5265).

**ATTACHMENTS:**

1. Master Agreement - County-Based Medi-Cal Administrative Activities and/or Targeted Case Management

**APPROVALS:**

Melissa Best-Baker	Created/Initiated - 5/14/2022
Darcy Ellis	Approved - 5/18/2022
Melissa Best-Baker	Approved - 5/18/2022
Anna Scott	Approved - 5/19/2022
Marilyn Mann	Approved - 5/19/2022
John Vallejo	Approved - 5/19/2022
Amy Shepherd	Approved - 5/19/2022
Marilyn Mann	Final Approval - 5/27/2022



DS CMAATCM\_FY22-25 LGA



**COUNTY-BASED MEDI-CAL  
ADMINISTRATIVE ACTIVITIES (CMAA)  
/ TARGETED CASE MANAGEMENT (TCM) AGREEMENT  
Between the  
COUNTY OF SANTA CRUZ  
and  
Inyo County Health & Human Services**

THIS AGREEMENT is made and entered into by and between Inyo County Health & Human Services, a political subdivision of the State of California, hereinafter referred to as “LOCAL GOVERNMENTAL AGENCY (LGA)” and the COUNTY OF SANTA CRUZ, a political subdivision of the State of California, hereinafter referred to as “HOST ENTITY.”

WITNESSETH:

**WHEREAS**, LGA desires to promote access to health services to residents, through the provision of County-Based Medi-Cal Administrative Activities (CMAA) and/or Targeted Case Management (TCM) and desires certain administrative services to be provided by HOST ENTITY; and

**WHEREAS**, LGA has executed separate agreements with the California Department of Health Care Services (DHCS) to promote access to health services to residents for County-Based Medi-Cal Administrative Activities and Targeted Case Management and agrees to pay a participation fee under the terms of those agreements; and

**WHEREAS**, HOST ENTITY was selected by CMAA/TCM LGA Consortium (“Consortium”) to collect and disburse LGA participation fees; and

**WHEREAS**, the Santa Cruz County Board of Supervisors has authorized entering into this Agreement as HOST ENTITY; and

**WHEREAS**, the authorizing entity of LGA has authorized entering into this AGREEMENT;

**NOW, THEREFORE**, for in and in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. HOST ENTITY, Responsibilities:
  - 1.1. HOST ENTITY shall perform host entity duties for CMAA and/or TCM listed in attached Exhibits A and B for CMAA and/or TCM program(s).
  - 1.2. HOST ENTITY is the “Host Entity” solely for the purpose of collecting and disbursing funds for the Consortium trust fund (“Trust Fund”), as described in the Consortium bylaws and terms of this AGREEMENT.

- 1.3. HOST ENTITY shall comply with all applicable laws and regulations governing the Trust Fund and public funds, generally, in the collection and disbursement of funds for and from the Trust Fund pursuant to the terms of this AGREEMENT.
- 1.4. HOST ENTITY will receive a total annual compensation in the amount of Seventy-One Thousand, Five Hundred dollars (\$71,500) for the performance of its HOST ENTITY services under Sections 1.1 thru 1.3 of this contract paid from the Trust Fund.

2. LGA Responsibilities:

- 2.1. LGA shall perform the LGA duties listed in the attached Exhibits A and B for CMAA and/or TCM program(s).

3. Disclaimers:

- 3.1. LGA is solely and exclusively responsible for the processing of its CMAA/TCM claims for reimbursement, including, but not necessarily limited to, compliance with all applicable federal and state laws and California Department of Health Care Services (DHCS) guidelines and procedures.
- 3.2. LGA is solely and exclusively responsible for the payment of its costs under the terms of this AGREEMENT as well as any and all its costs related to its participation in the CMAA and/or TCM program(s).
- 3.3. LGA is solely and exclusively responsible for all audit exceptions arising from its participation in the CMAA and/or TCM program(s).

4. Insurance and Indemnification:

4.1. Insurance:

Each of the parties agrees to maintain liability coverage for its negligent or intentionally wrongful acts and/or omissions arising from the performance of its duties under this Agreement.

4.2. Indemnification:

To the fullest extent permitted by law, the parties shall indemnify, defend, and hold each other, their officers, agents and employees harmless from any and all claims, losses, liabilities, damages, demands and actions (all collectively referred to as "liability" herein) arising from each parties' respective performance of this Agreement, but only to the extent such liabilities are caused by or result from the negligent or intentionally wrongful act or omission of the indemnifying party, its officers, agents or employees.

5. Termination:

- 5.1. LGA may give written notice of its intent to terminate this AGREEMENT, and accordingly, relinquish its membership and rights to participate in the Consortium, at any time.

- 5.2. The effective date of termination shall be concurrent with the payment of the LGA's final claim for reimbursement for the period of the contract.
- 5.3. Participation fees shall be calculated and payable to the Host Entity for any and all claims reimbursements received by LGA after LGA's notice of intent to terminate. LGAs failing to pay participation fees arising from reimbursements received after the termination date shall be in breach of this AGREEMENT.

6. Term:

This AGREEMENT shall be effective upon execution and for the period July 1, 2022 through June 30, 2025, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

**The parties agree to comply with the terms and conditions of the exhibits below, which are integral parts of this agreement and are deemed incorporated by reference herein.**

Exhibits:

- Exhibit A - Scope of Work - Agreement Concerning County-Based Medi-Cal Administrative Activities / Targeted Case Management  
Exhibit B - Payment and Fee Structure

[SIGNATURES TO FOLLOW ON NEXT PAGE]

CMAATCM\_FY22-25«LGA»

PAGE 4 OF 7  
23R0238

“HOST ENTITY”  
Duly Authorized

“LGA”  
Duly Authorized

COUNTY OF SANTA CRUZ

Inyo County Health &  
Human Services

DocuSigned by:  
*Jessica Randolph*  
By \_\_\_\_\_  
A2B41FF65D5549A...  
Monica Morales, Director  
Health Services Agency  
1800 Green Hills Road, Suite 240  
Scotts Valley, California 95066

By \_\_\_\_\_  
Melissa Best-Baker  
LGA Coordinator  
P.O. Drawer H  
Independence, CA 93526

Approved as to Form:  
*John Nguyen* 4/8/2022  
\_\_\_\_\_  
13427C3A75E8491...  
Office of the County Counsel Date

Approved as to Insurances:  
*Enrique Salazar* 4/10/2022  
\_\_\_\_\_  
F88BB4ED1F11445...  
Risk Management Date

**DEFINITIONS**

1. Local Government Agency (LGA) – A local public health office or county agency in a county or chartered city that oversees the County Based Medi-Cal Administrative Activities (CMAA) and Targeted Case Management (TCM) programs.
2. CMAA/TCM LGA Consortium (“Consortium”) – A collaboration of LGA CMAA/TCM coordinators and/or designees who meet regularly and pursue the proper and efficient administration of the CMAA and TCM Programs.
3. Participation Fee (“Participation Fee”) – Payment to the Consortium for the consortium’s CMAA/TCM administrative costs and the program costs of the California Department of Health Care Services (DHCS).
4. Executive Committee (EC) – A team of elected LGA coordinator members of the Consortium who meet regularly and are responsible for the executive management of the Consortium. Duties include, but are not limited to, the review of fiscal revenue and expenditure reports; the approval of the annual budget; and the approval of payments by the Consortium.
5. Consortium Trust Fund (“Trust Fund”) – Fund established and maintained by the HOST ENTITY, for the benefit of the respective LGA members of the Consortium, to hold and account for Participation Fees paid by the members to cover the administrative costs of the Consortium and the costs of DHCS.
6. Membership – All California county and/or chartered city CMAA/TCM coordinators or designees are eligible to join the Consortium and serve as their LGA representative. Membership is contingent on the annual payment of Participation Fees.
7. HOST ENTITY - The LGA designated by all LGAs participating in the CMAA/TCM programs, to be the administrative and fiscal intermediary between DHCS and all participating LGAs.
8. Termination – To discontinue or cancel an active membership, contract or agreement. Acceptable notice of intent to terminate an active membership must have an effective date that is concurrent with any final CMAA and/or TCM payments. All fees are due and payable during this time.

**EXHIBIT A: Scope of Work – Agreement Concerning County-Based Medi-Cal  
Administrative Activities / Targeted Case Management**

HOST ENTITY shall:

1. Prepare and transmit Host Entity/Local Government (LGA) AGREEMENT and Participation Fee (“Participation Fee”) invoice to the LGA pursuant to Exhibit B.
2. Maintain an interest-bearing trust fund solely for the accounting for County Based Administrative Activities (CMAA)/Targeted Case Management (TCM) LGA Consortium (“Consortium”) participation fees as required by the Consortium bylaws.
3. Enter into a separate agreement with the California Department of Health Care Services (DHCS) to coordinate administration of the CMAA/TCM programs on behalf of the LGAs.
4. Pay the DHCS CMAA/TCM administrative costs pursuant to the agreement between DHCS and HOST ENTITY and as agreed to by the Consortium, each fiscal year, within sixty (60) days of receipt of invoice with documented costs from DHCS.
5. Pay the LGA consultant(s) costs pursuant to the contract(s) between LGA consultant(s) and HOST ENTITY and as agreed to by the Consortium, each fiscal year, within twenty-one (21) days of Executive Committee approval of invoices submitted by the LGA consultant(s). The approved invoices for consultant(s) costs pursuant to the contract(s) are paid through the Host Entity trust fund.
6. Manage and oversee all contracts on behalf of the Consortium.
7. Provide to Executive Committee of the Consortium, for review, quarterly revenue and expenditure reports.
8. Provide to Executive Committee of the Consortium, for approval, an annual budget.
9. Pay all expenses incurred as HOST ENTITY, including costs related to coordinating the Annual Medical Administrative Activities (MAA) Conference hosted by the Consortium.
10. Carry out other duties and responsibilities as defined and delineated in the Consortium by-laws.

LGA shall:

1. Pay Participation Fee to HOST ENTITY within thirty (30) days from receipt of invoice.
2. Have sole and exclusive responsibility for the processing of all CMAA\TCM claims for reimbursement of the LGA as well as any audit exceptions arising from those claims for reimbursement.
3. Carry out the duties and responsibilities of membership as defined and delineated in the Consortium by-laws.

**EXHIBIT B: Payment and Fee Structure**

1. Initial or Reinstate Membership Fee: The LGA shall pay a one-time \$500 fee to initially join or reinstate membership into the County Based Medi-Cal Administrative Activities (CMAA)/Targeted Case Management (TCM) Consortium (“Consortium”). This initial membership fee will only cover Consortium expenses. Any LGA requesting reinstatement that left the Consortium in bad standing will be required to pay the balance of its outstanding participation fees plus interest plus penalties as determined by the Host Entity.
2. Annual Participation Fee:
  - a. The LGA shall be assessed an annual participation fee calculated as the LGA’s proportionate share of the LGA Consortium’s approved current fiscal year budget.
  - b. The LGA’s proportionate share percentage shall be calculated as the actual MAA and TCM revenue received from DHCS by the LGA during the prior fiscal year divided by the total MAA and TCM revenue received from DHCS by all LGAs for that same period.
  - c. The LGA’s proportionate share of the LGA Consortium’s approved current fiscal year budget shall be calculated by multiplying the proportionate share percentage by the LGA Consortium’s total budgeted expenditures for the MAA and TCM programs for the current fiscal year.

Certificate Of Completion

Envelope Id: ADA8AB70ECD7487AB7B317E67A3155A6
Subject: Contract 23R0238 (12441) 4/26/22 BOS
Source Envelope:
Document Pages: 7
Certificate Pages: 5
AutoNav: Enabled
Envelopeld Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed
Envelope Originator:
Mary Chavez
701 Ocean Street
Santa Cruz, CA 95060
Mary.Chavez@santacruzcounty.us
IP Address: 107.3.171.147

Record Tracking

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4/8/2022 2:58:49 PM
Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: Mary Chavez
Mary.Chavez@santacruzcounty.us
Pool: FedRamp
Pool: County of Santa Cruz

Location: DocuSign
Location: DocuSign

Signer Events

John Nguyen
John.Nguyen@santacruzcounty.us
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:
John Nguyen
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Signature Adoption: Pre-selected Style
Signed by link sent to
John.Nguyen@santacruzcounty.us
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Timestamp

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Signed: 4/8/2022 4:03:31 PM

Electronic Record and Signature Disclosure:
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Enrique Sahagun
Enrique.Sahagun@santacruzcounty.us
Risk Manager
County of Santa Cruz
Security Level: Email, Account Authentication (None)

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Enrique Sahagun
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Using IP Address: 63.194.190.100

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CBD eSignature
CBD.eSignature@santacruzcounty.us
County of Santa Cruz
Security Level: Email, Account Authentication (None)


Signed
[Seal of the County of Santa Cruz]

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Freeform Signing

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Signer Events	Signature	Timestamp
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Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

<p>Nikki Yates  Nikki.Yates@santacruzcounty.us  County of Santa Cruz  Security Level: Email, Account Authentication (None)</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center; color: blue; font-weight: bold; font-size: 1.2em;">COPIED</div>	<p>Sent: 4/26/2022 3:05:32 PM</p>
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Certified Delivered	Security Checked	4/26/2022 3:05:25 PM
Signing Complete	Security Checked	4/26/2022 3:05:31 PM
Completed	Security Checked	4/26/2022 3:05:32 PM

Payment Events	Status	Timestamps

**Electronic Record and Signature Disclosure**



# County of Inyo



## Health & Human Services - Behavioral Health

### CONSENT - ACTION REQUIRED

**MEETING:** June 7, 2022

**FROM:** Lucy Vincent

**SUBJECT:** Approval of Amendment No. 1 to Crestwood Behavioral Health, Inc. Contract

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**RECOMMENDED ACTION:**

Request Board ratify and approve Amendment No. 01 to the Fiscal Year 2021-2022 contract between the County of Inyo and Crestwood Behavioral Health, Inc. of Sacramento, CA, increasing the contract to an amount not to exceed \$41,500.00, and ratify the signature of the HHS Director.

**SUMMARY/JUSTIFICATION:**

This Amendment is necessary to add inpatient mental health rehabilitation services to the current agreement to accommodate the placement of a person conserved under the Lanterman Petris Short (LPS) Act at the Bakersfield Mental Health Rehabilitation Center (MHRC), a treatment facility operated by Crestwood. The current contract amount is not sufficient to cover the costs associated with the recent, urgently needed placement of a resident into the treatment program. The department's LPS Conservator is responsible for ensuring conserved individuals with serious mental illness are provided necessary treatment and when a conserved individual was recently in need of placement at the MHRC, the department consulted with County Counsel to navigate how to authorize the placement within the existing contract. County Counsel reviewed the contract amendment, and advised the department to sign the amendment to ensure appropriate treatment of the individual, and then request your Board ratify the signature. The HHS Director signed the amendment authorizing the placement and is bringing the item forward to your Board to ratify and approve the amendment the signature of the HHS Director.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could deny approval of Amendment Number One (1) to this contract. This would result in the possible loss of this placement option for LPS conserved adults. This would result in limited placement options, which might eventually necessitate placement in the State Hospital at great expense to the County.

**OTHER AGENCY INVOLVEMENT:**

Inyo County Courts

**FINANCING:**

100% Mental Health Realignment Funds. This expense is budgeted in Mental Health (045200) in Support & Care (5508). No County General Funds.

**ATTACHMENTS:**

1. Crestwood-Inyo County Contract Amendment 1
2. Crestwood-Inyo Contract 157

**APPROVALS:**

Lucy Vincent	Created/Initiated - 5/23/2022
Darcy Ellis	Approved - 5/23/2022
Lucy Vincent	Approved - 5/23/2022
Marilyn Mann	Approved - 5/27/2022
Melissa Best-Baker	Approved - 5/31/2022
John Vallejo	Approved - 5/31/2022
Amy Shepherd	Approved - 5/31/2022
Marilyn Mann	Final Approval - 5/31/2022

**AMENDMENT NUMBER ONE TO**  
**AGREEMENT BETWEEN THE COUNTY OF INYO AND**  
**CRESTWOOD BEHAVIORAL HEALTH, INC.**  
**FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Crestwood Behavioral Health, Inc. of California (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated April 21, 2021, on County of Inyo Standard Contract No. 157, for the term from July 1, 2021 to June 30, 2022

WHEREAS, County and Contractor do desire and consent to amend such Agreement as set forth below;

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

County and Contractor hereby amend such Agreement as follows:

To add inpatient mental health rehabilitation services to the current agreement. Please see the attached Scope of Services.

The schedule of fees for inpatient mental health rehabilitation services at Bakersfield MHRC is as follows:

Level 1 (1:1) 696.00  
Level 2 370.00  
Level 3 337.00  
Level 4 304.00

The limit on the amount payable under the Contract (section 3(D)) is raised to \$41,500 to account for the additional inpatient mental health rehabilitation services that will be provided by Crestwood.

The effective date of this Amendment to the Agreement is \_\_\_\_\_

All the other terms and conditions of the Agreement are unchanged and remain the same.

AMENDMENT NUMBER ONE TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
CRESTWOOD BEHAVIORAL HEALTH, INC.  
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
12 DAY OF May, 2022.

**COUNTY OF INYO**

By: Marilyn Mann

Dated: 5/12/2022

**CONTRACTOR**

By: *Eleng Mashkevich*

Signature

Eleng Mashkevich

Type or Print

Dated: 5/12/2022

APPROVED AS TO FORM AND LEGALITY:

*Grace Churchla*

County Counsel

APPROVED AS TO ACCOUNTING FORM:

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

APPROVED AS TO PERSONNEL REQUIREMENTS:

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

APPROVED AS TO RISK ASSESSMENT:

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

## **Mental Health Rehabilitation Center (MHRC) Program Description**

### **Mission**

Crestwood Behavioral Health, Inc. is providing sub-acute psychiatric inpatient treatment in a secure setting for severely mentally ill individuals who also have co-occurring substance use disorders 18 years old and older, who are within the following target populations:

- Adults diagnosed as having a disabling psychiatric disorder such as schizophrenia or affective disorders and who require treatment in a 24-hour locked residential setting
- Lanterman-Petris-Short Act (LPS) Conservatorship
- Murphy Conservatorship
- Post Certification/ 180 Day Hold
- Misdemeanants Incompetent to Stand Trial (MIST)

These individuals with severe mental disorders would otherwise be placed in a more acute facilities such as the State or local Psychiatric Hospital.

The program is accredited by the Commission on Accreditation of Rehabilitation Facilities (CARF), with the environmental focused milieu recognized by both CARF and Substance Abuse and Mental Health Services Administration (SAMHSA).

The mission of this program is to restore a sense of hope, empowerment, community/natural support inclusion, and realized potential in each client, as well as psychiatric stabilization during the crisis.

### **Services**

Program staff are screening, admitting, assessing, and treating clients utilizing recovery-oriented services requiring sub-acute psychiatric services. Our services support each client to recover with an enhanced sense of resilience, accessing a wide range of wellness tools, peer, staff and natural supports. These services are instrumental in supporting each individual's transition to the most independent level of services including peer support, wellness and recovery programs, housing and natural supports.

There are three or four levels of service with varying costs per day per client. MHRC Levels 1-4 offers increasingly enhanced services for clients at higher acuity levels, with Level 1 being the highest and 4 being the lower.

Level 1 – 1:1 supervision. Clients who display frequent severe behavioral problems, physically assaultive behavior and require one-to-one supervision to maintain their safety. These individuals are the most unstable, require medication observation and unable to do self-care.

Level 2 - clients, who are subacute with behaviors that may require some additional supervision and have high level of behavioral interventions.

Level 3 - clients, who will be significantly impaired, may be more chronic and require routine and frequent interventions, intensive programing and supervision and support.

Level 4- clients with greater stabilization, who are low-level of need, require fewer but regular behavior intervention, psychoeducation, and community living skills development for a successful transition to independence. Usually, it's the clients who have been stabilized and looking for appropriate placement.

The professional staff, paraprofessionals including peer providers, and the system of services provided at the MHRC are a vital point of access for many clients. Crestwood's staff are providing hope, choice, empowerment, and a restored belief in the self, that people will recover and that the future hospitalization will be reduced.

### **Target Population**

The description of the population group to be served includes the following:

- age range -18 years old and older
- gender- male and female
- ethnicity - all threshold populations and all referred clients

- degree or level of impairment - mild to severe impairment
- diagnosis as listed in the most current edition of the diagnostic and statistical manual of mental disorders
- expected needs of the population: behavioral challenges, social skills deficits, nursing complexity, social skills deficits

#### **Program Features:**

- 24-hour nursing supervision and care.
- 24-hour psychiatric and mental health consultation.
- Staff trained in treatment of significant and long-term mental health issues
- Individual therapy with a licensed clinician.
- Integrated treatment planning process.
- Dialectical Behavior Therapy (DBT) - individual and team approach.
- Wellness Recovery Action Plan (WRAP)
- Psycho-educational groups, individual counseling and support.
- Independent Living skills training.
- Dual recovery training and support
- Motivational strategies to engage and continue engagement for this population.
- Care and education for medical complexities not requiring skilled nursing.
- Linkage to community supports.
- Individualized recovery plans to achieve personal goals.
- Wellness and fitness support.
- Nutritional education, counseling and support.
- Yoga, meditation and support for a spirituality path.
- Peer support.
- Dreamcatchers Empowerment Network vocational services as needed.
- Meditation groups.
- Family support.
- Discharge and transition planning to create and support movement as possible.

#### **Program Goals**

1. Clients shall demonstrate improved functional behavior, as measured by movement through the facility levels of (1) assessment and evaluation, (2) recovery engagement and (3) community reintegration phase.
2. Clients shall have sustainable medication levels reflecting Evidenced-Based Practice Guidelines, as measured through medication administration records.
3. The program shall offer benefit to clients through a variety of rehabilitation services such as (but not limited to) the following: Individualized Counseling; AA/12 step groups. educational sessions; wellness and recovery groups; art therapy; relapse prevention groups; nutritional counseling; life skills training; stress reduction; self-management skills; exercise group, social skills groups; DBT; CBT; peer support; voc/rehab groups; personal motivation groups; pharmacology groups; and anger management.
4. Contractor shall be successful in preventing direct placements of its clients in acute psychiatric hospitals, state hospitals or other locked long-term care facilities.

#### **Clinical Program Description - Major Component**

1. Basic needs rehabilitation is an integrated approach to the treatment of clients who have a serious and persistent mental illness with the following goals:
  - Stabilization from acute psychiatric symptoms
  - Resolution or reduction of psychiatric symptoms or problems
  - Treatment and stabilization of medication

- Improvement in function: physical, emotional, social, family, interpersonal and spiritual development of recidivism prevention skills
- Early intervention in the process of relapse of the psychiatric disorder
- 2. Vocational rehabilitation program with the following goals:
  - Achievement of fundamental scholastic skills with assessment and testing by qualified professional staff
  - Training of vocational skills
  - Improvement in functioning: social, interpersonal, financial, occupational and academic
  - Improve cognitive, behavioral, interpersonal coping skills
  - Positive lifestyle change
  - Integration back into the community
- 3. Dual Diagnosis rehabilitation is an integrated approach to treatment of clients who have a psychiatric disorder and a comorbid substance use disorder with the following goals:
  - Achievement and maintenance of abstinence from alcohol and/or other drugs of abuse
  - Development of relapse prevention skills
  - Early intervention in the process of relapse to either the substance use or psychiatric disorder
  - Helping the client to identify, prioritize and work on problems and recovery issues he/she identifies as important
  - Monitoring addiction recovery issues
  - Helping client develop specific recovery skills
  - Developing relapse prevention strategies

### **Assessment Process**

The following assessments are completed within the designated time frames.

#### 24 hr. Admission

- Nursing Health Assessment
- Initial admission screening
- Primary Assessment initiated
- Recovery Service plans initiated
- Inventory of belongings
- Records include program orientation, inventory of behavior and client rights
- Sexual risk assessment

#### 7 Days

- Primary Assessment

#### 10 Days

- Behavioral Assessment
- Psychiatric Evaluation- Basis 32
- Reinforcement Assessment
- Dietary Assessment
- Brief Psychiatric Rating Scale
- Vocational Assessment
- Psycho-Social Assessment
- Recreation Assessment
- Group Referral Assessment
- Self-Appraisal
- Transitional Appraisal
- Level Assessment

#### 14 Days

- Interdisciplinary Team (IDT) Summary



30 Days

- Psychological Evaluation
- Psychiatrist Evaluation
- History and Physical

**Admission Process**

1. Admissions will only be accepted with authorization from the County.
2. Crestwood is providing services with the expectation that clients have co-occurring substance use issues and disorders that require integrated attention to achieve successful outcomes.
3. Approval or Denial of Acceptance of all LPS, Murphy, MIST, and 180 Day Hold referrals is determined by Crestwood within 24-48 hours. Referrals shall include the most recent psychiatric evaluation, Interdisciplinary Team (IDT) plan, Plan of Care, medication list, intake assessment, current health and physical note within the past year for LPS, Medical/Mental Health Information Transfer Summary to include known medical/mental health problems and current medications for MIST and 180- Holds, and Purified protein derivative (the PPD skin test for tuberculosis) whenever possible. Denials must include justification for basis of decision.

**Discharge Process**

Prior to any client discharge, Crestwood is notifying County designee to ensure coordination and transfer of care to appropriate community outpatient team.

Crestwood's treatment program is developed with brief lengths of stay, anticipated for most clients. All clients are expected to demonstrate increased self-control and autonomy in preparation for discharge to less restrictive placements within the community.

Crestwood is providing a restoration program to include restoration services specific to the needs of MIST clients.

# *In the Rooms of the Board of Supervisors*

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 20<sup>th</sup> day of April 2021 an order was duly made and entered as follows:

*HHS-Behavioral  
Health – Crestwood  
Contract*

Moved by Supervisor Kingsley and seconded by Supervisor Pucci to approve the contract between the County of Inyo and Crestwood Behavioral Health, Inc. for residential placement for adults in a locked facility or an enhanced board and care in the amount not to exceed \$23,000 for the period of July 1, 2021 to June 30, 2022, contingent upon the Board's adoption of the Fiscal Year 2021/2022 Budget, and authorize Chairperson to sign. Motion carried unanimously.

<i>Routing</i>
CC Purchasing Personnel Auditor CAO Other: HHS DATE: April 21, 2021

WITNESS my hand and the seal of said Board this 20<sup>th</sup>  
Day of April, 2021



CLINT G. QUILTER  
Clerk of the Board of Supervisors

A handwritten signature in black ink, appearing to read "Clint G. Quilter".

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

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Crestwood Behavioral Health, Inc.  
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Residential treatment services of Crestwood Behavioral Health, Inc. of California (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

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

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

**2. TERM.**

The term of this Agreement shall be from July 1, 2021 to June 30, 2022 unless sooner terminated as provided below.

**3. CONSIDERATION.**

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed Twenty-Three Thousand Dollars and no cents (\$ 23,000) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

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

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

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

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

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

**6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.**

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

**7. COUNTY PROPERTY.**

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

**8. WORKERS' COMPENSATION.**

Contractor shall provide Statutory California Workers' Compensation coverage and Employer's Liability coverage for not less than \$1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. The County of Inyo, its agents, officers, and employees shall be named as additional insured or a waiver of subrogation shall be provided.

**9. INSURANCE.**

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

**10. STATUS OF CONTRACTOR.**

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

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

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

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

**11. DEFENSE AND INDEMNIFICATION.**

A. Contractor shall hold harmless, defend, and indemnify the County, its officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses including attorney fees arising out of the performance of work described herein, caused in whole or in part by any alleged or proven negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may

be liable, except to the proportionate extent that such loss or damage was caused by the sole negligence or willful misconduct of the County.

B. The County shall hold harmless, defend, and indemnify Contractor and its officers, officials, employees, and volunteers from and against liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) arising out of or in connection with the County's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement except for the proportionate percentage that liability, loss, damage, expense, or costs were caused by the negligence or willful misconduct of the Contractor. In no event shall the cost to defend charged to the County exceed the County's proportionate percentage of fault.

## **12. RECORDS AND AUDIT.**

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, certification and licensing regulations, and directions. Records shall be permanent, either typewritten or legibly written in ink and shall be kept on all patients accepted for treatment. All health records of discharged patients shall be completed and filed within thirty (30) days after termination of each episode of treatment and such records shall be kept for a minimum of seven (7) years, except for minors whose records shall be kept at least until one (1) year after the minor has reached the age of 18, but in no case less than seven (7) years consistent with California Code of Regulations, Title 22 Section 75054, and 75343. All psychologist records shall also be maintained on each patient for seven years from the patient's discharge date, or in the case of a minor, seven years after the minor reaches 18 years of age consistent with California Business and Professions Code Section 2919.

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

## **13. NONDISCRIMINATION.**

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

## **14. PATIENTS RIGHTS.**

Contractor shall comply with applicable patients' rights provisions in W&I Division 5, Part I; Title 9, California Code of Regulations, Subchapter 4; and other applicable law in the provision of services to patients hereunder. Contractor shall adopt and post in a conspicuous place a written policy on patient rights in accordance with Section 70707 of Title 22 of the California Code of Regulations and Section 5325.1 of the Welfare and Institutions Code. Complaints by patients or beneficiaries with regard to substandard conditions may be investigated by the County's Patients' Rights Advocate, County or State Department of Mental Health, or by the Joint Commission on Accreditation of Healthcare Organization, or such other agency, as required by law or regulation. Contractor is responsible for posting information on grievance and appeal processes accessible to individuals and their beneficiaries receiving services at the facility. Contractor shall make available for use by patients or beneficiaries at Contractor sites, without requiring either written or verbal request, grievance and appeal forms and Inyo County Mental Health self-addressed envelopes.

**15. CANCELLATION.**

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

**16. ASSIGNMENT.**

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

**17. DEFAULT.**

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

**18. 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 of any 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-four (24) below.

**19. 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.

**20. CONFLICTS.**

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

**21. POST AGREEMENT COVENANT.**

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this

Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

**22. SEVERABILITY.**

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

**23. FUNDING LIMITATION.**

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-four (24) (Amendment).

**24. 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.

**25. NOTICE.**

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

County of Inyo	
HHS – Behavioral Health	Department
162 J Grove	Street
Bishop, CA 93514	City and State

Contractor:	
Elena Mashkevich	Name
520 Capitol Mall, Suite 800	Street
Sacramento, CA 95814	City and State

**26. ENTIRE AGREEMENT.**

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

////

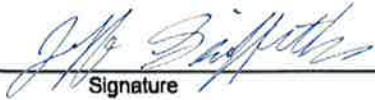
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**AGREEMENT BETWEEN COUNTY OF INYO  
AND Crestwood Behavioral Health, Inc.  
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
21st DAY OF April, 2021

**COUNTY OF INYO**

By:   
Signature

Jeff Griffiths, Chairperson  
Type or Print Name

Dated: 04/21/2021

**CONTRACTOR**

By:   
Signature

Elena Mashkevich, Director of County Contracts  
Type or Print Name

Dated: 3/25/2021

**APPROVED AS TO FORM AND LEGALITY:**

  
County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

  
County Auditor

**APPROVED AS TO PERSONNEL REQUIREMENTS:**

  
Personnel Services

**APPROVED AS TO INSURANCE REQUIREMENTS:**

  
County Risk Manager

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Crestwood Behavioral Health, Inc.  
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

**TERM:**

**FROM:** July 1, 2021 **TO:** June 30, 2022

**SCOPE OF WORK:**

Residential care in a locked Psychiatric Skilled Nursing Facility Provided by Crestwood Behavioral Health Inc. Facility shall maintain skilled nursing licensure and certification. Treatment services to include daily needs: food, bed, monthly barber, hairstyling services, and basic hygiene products. Special needs to be provided: activities, nursing services, special treatment program to provide a structured educational living environment, which provides for each resident's psychosocial needs.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Crestwood Behavioral Health, Inc  
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

**TERM:**

**FROM:** July 1, 2021 **TO:** June 30, 2022

**SCHEDULE OF FEES:**

**See attached schedule of fees for treatment sites and programs. Refer to Stockton facility fees for current services. Fee is for the Special Treatment Program patch rate of \$61.00 per day.**

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.

<u><b>SNF/STP - IMD Designation</b></u>	<u><b>Room and Board/Per Diem</b></u>	<u><b>Patch/Enhancement</b></u>
Crestwood Wellness and Recovery Ctr	<b>235.16</b>	25.00
Redding SNF/STP (IMD) - 1122		46.00
NPI - 1194743088		61.00
		117.00
		Negotiated

<u><b>SNF/STP</b></u>	<u><b>Room and Board/Per Diem</b></u>	<u><b>Patch/Enhancement</b></u>
Crestwood Manor - Stockton	Medi-Cal Published Rate	25.00
San Joaquin SNF/STP - 1104	**Indigent/Medi-Cal Ineligible	36.00
NPI - 1730128174		38.00
		61.00
		88.00
		117.00
		Negotiated

Crestwood Manor - Modesto	Medi-Cal Published Rate	25.00
Stanislaus SNF/STP - 1112	**Indigent/Medi-Cal Ineligible	41.00
NPI - 1508884487		61.00
		88.00
		117.00
		Negotiated

Crestwood Manor - Fremont	Medi-Cal Published Rate	25.00
Alameda SNF/STP - 1134	**Indigent/Medi-Cal Ineligible	33.00
NPI - 1902828403		61.00
		96.00
		140.00
		Negotiated

<u><b>SNF</b></u>		
Crestwood Treatment Center - Fremont	Medi-Cal Published Rate	140.00
Alameda SNF - 1120	**Indigent/Medi-Cal Ineligible	
NPI - 1942228838		
		Negotiated

The following rates include room and board, nursing care, special treatment program services, activity programs, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 9.

**Mental Health Rehabilitation Centers**  
**(MHRC)**

**Room and Board/Per Diem**

Crestwood Center - Sacramento	Level 1	370.00
Sacramento MHRC - 1106	Level 2	337.00
NPI - 1356411656	Level 3	306.00
Crestwood Behavioral Health Ctr – San Jose	Level 1	404.00
Santa Clara MHRC - 1107	Level 2	324.00
NPI - 1376623256	Level 3	315.00
Crestwood Behavioral Health Ctr - Eureka		318.00
Humboldt MHRC - 1110		
NPI - 1124046008		
Crestwood Behavioral Health Ctr - Bakersfield	Level 1 (1:1)	696.00
Kern MHRC - 1115	Level 2	370.00
NPI - 1275610800	Level 3	337.00
	Level 4	304.00
Crestwood Center at Angwin, Napa Valley	Level 1	362.00
Napa MHRC - 1116	Level 2	288.00
NPI - 1316024953	Level 3	235.00
Kingsburg Healing Center	Level 1	475.00
Fresno MHRC - 1140	Level 2	416.00
NPI – 1073989661	Level 3	357.00
	Bedhold	297.00
Crestwood Recovery and Rehab Ctr– Vallejo	Level 1	372.00
Solano MHRC - 1141	Level 2	316.00
NPI - 1508935834	Level 3	280.00
	Level 4	263.00

Crestwood San Diego	Level 1	454.00
San Diego MHRC - 1154	Level 2	389.00
NPI - 1295146934	Level 3	323.00
	Bedhold	314.65
Crestwood Chula Vista	Level 1	454.00
San Diego MHRC - 1164	Level 2	389.00
NPI - 1023495181	Level 3	323.00
	Bedhold	314.65
San Francisco Healing Center	SF Blended Rate	495.00
San Francisco MHRC - 1166	Bedhold	486.65
NPI - 1447758024		
Fallbrook Healing Center	Level 1	464.00
San Diego MHRC - 1167	Level 2	397.00
NPI - 1639738297	Level 3	331.00
	Bedhold	317.00
Champion Healing Center - Lompoc	Level 1	530.00
Santa Barbara MHRC - 1170	Level 2	440.00
NPI - 31487282273	Level 3	362.00

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.

<b><u>Psychiatric Health Facilities (PHF)</u></b>	<b><u>Room and Board/Per Diem</u></b>
Crestwood PHF - Carmichael American River, Sacramento - 1153 NPI - 1972827343	900.00
Crestwood Center PHF - Sacramento Sacramento - 1156 NPI - 1669734075	900.00
Crestwood PHF – San Jose Santa Clara - 1157 NPI - 1598065047	1,082.00
Crestwood Bakersfield PHF Kern – 1158 NPI - 1194034645	975.00
Crestwood Solano PHF – Vallejo Solano PHF - 1159 NPI - 1780009142	998.00
Crestwood Sonoma PHF Sonoma PHF - XXXX NPI - XXXXXXXXXX	1,000.00

**The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.**

Pathways ARF - Eureka Humboldt, Social Rehabilitation Center - 1125 NPI - 1811374564	198.00
Crestwood Solano Our House, ARF at Vallejo Solano ARF - 1136 NPI - 1750452199	150.00
Bridge Program – Bakersfield ARF Bakersfield, Social Rehabilitation Center-1137 NPI - 1265501597	209.00
American River Resident. Services-Carmichael Sacramento ARF - 1139 NPI - 1104905645	150.00
Bridge Program - Pleasant Hill Contra Costa ARF - 1143 NPI - 1669543005	150.00
The Pathway - Pleasant Hill Contra Costa, Social Rehab Center- 1144 NPI - 1578634911	203.00
Bridge Program - Fresno Fresno, Social Rehabilitation Center - 1145 NPI - 1093892663	209.00
Crestwood Hope Center – Vallejo Solano RCFE - 1152 NPI - 1962702324	150.00
Hummingbird Healing House – San Diego San Diego Social Rehabilitation Center - 1168 NPI - 1992206734	195.00



**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Crestwood Behavioral Health, Inc.  
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

**TERM:**

**FROM:** July 1, 2021 **TO:** June 30, 2022

**SEE ATTACHED INSURANCE PROVISIONS**

## Attachment C: Insurance Requirements for Professional Services

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

### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

**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 \$1,000,000 per occurrence, \$2,000,000 general aggregate.

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 Vendor 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 both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

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

**Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. May be waived with signed letter on contractor's letterhead certifying that contractor has no employees.

**Professional Liability (Errors and Omissions):** appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

**Cyber Liability Insurance,** with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Cyber liability requirement may be waived if contractor will not be receiving/storing/transmitting personally identifiable information (PII) or personal medical information (PMI). Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, Inyo County requires and shall be entitled to the broader coverage and/or the higher

## **Attachment C: Insurance Requirements for Professional Services**

limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Inyo County.

### **OTHER INSURANCE PROVISIONS**

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

#### **Primary Coverage**

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers, as additional insureds. 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.

#### **Notice of Cancellation**

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

#### **Waiver of Subrogation**

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

#### **Self-Insured Retentions**

Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to 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.

#### **Acceptability of Insurers**

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

#### **Claims Made Policies**

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

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

## **Attachment C: Insurance Requirements for Professional Services**

### **Verification of Coverage**

Contractor shall furnish Inyo County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Inyo County before work begins. 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.

### **Subcontractors**

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

### **Special Risks or Circumstances**

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

-end-



# County of Inyo



## Health & Human Services - Behavioral Health

### CONSENT - ACTION REQUIRED

**MEETING:** June 7, 2022

**FROM:** Lucy Vincent

**SUBJECT:** Approval of contract with Crestwood Behavioral Health, Inc. for the provision of residential treatment services

---

#### RECOMMENDED ACTION:

Request Board approve the contract between the County of Inyo and Crestwood Behavioral Health, Inc. of Sacramento, CA for the provision of Residential Treatment services in an amount not to exceed \$60,000.00 for the period of July 1, 2022 through June 30, 2023, contingent upon the Board's approval of the Fiscal Year 2022-2023 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

#### SUMMARY/JUSTIFICATION:

Your Board approved a contract with Crestwood Behavioral Health, Inc. for the amount of \$25,000.00 on May 17, 2022. However, just prior to May 17, 2022, the Department needed to make an urgent placement of a conserved individual into Crestwood's Bakersfield Mental Health Rehabilitation Center (MHRC). This placement resulted in the department needing to amend the current year's contract as well as change the contract for FY 2022/2023.

Although your Board approved the FY 2022/2023 contract at the May 17 Board meeting, that contract has not yet been forwarded to or signed by Crestwood. Therefore, in order to incorporate the changes necessary for the County to receive MHRC services, HHS is bringing a new version of the FY 2022/2023 contract to the Board.

This new version will supersede the version approved on May 17, as the May 17 version was never fully executed.

Crestwood provides specialized services that meet both the physical and emotional needs of the people they serve. Crestwood works closely with our deputy conservators who oversee the needs of persons conserved under the Lanterman Petris Short (LPS) Act, and provides treatment updates and planning as appropriate. In addition to an individual who has been placed with Crestwood Behavioral Health for approximately 8 years ago, a second individual was recently placed at the Bakersfield MHRC in May 2022 to receive inpatient mental health rehabilitation services.

The Department respectfully requests your Board's approval of the contract for FY 2022/2023.

#### BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

#### ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this contract. This would jeopardize the placement of the conservatees. Appropriate placements are often difficult to obtain and there is no guarantee that another facility that offers proper care will be found.

**OTHER AGENCY INVOLVEMENT:**

Inyo County Courts

**FINANCING:**

100% Mental Health Realignment Funds. (at least one client's residential cost is partially reimbursed with SSI payments). This contract is budgeted in Mental Health (045200) in Support & Care (5508). No County General Funds.

**ATTACHMENTS:**

1. Crestwood Contract - FY 22-23

**APPROVALS:**

Lucy Vincent	Created/Initiated - 5/23/2022
Darcy Ellis	Approved - 5/24/2022
Lucy Vincent	Approved - 5/25/2022
Marilyn Mann	Approved - 5/27/2022
Melissa Best-Baker	Approved - 5/30/2022
John Vallejo	Approved - 5/31/2022
Amy Shepherd	Approved - 5/31/2022
Anna Scott	Final Approval - 5/31/2022

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Crestwood Behavioral Health, Inc.  
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Residential treatment services of Crestwood Behavioral Health, Inc. of California (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

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

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

**2. TERM.**

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

**3. CONSIDERATION.**

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed Sixty Thousand Dollars and no cents (\$ 60,000) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

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

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

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

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

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

#### **6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.**



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

## **7. COUNTY PROPERTY.**

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

## **8. INSURANCE.**

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

## **9. STATUS OF CONTRACTOR.**

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

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

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

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

## **10. DEFENSE AND INDEMNIFICATION.**

A. Contractor shall hold harmless, defend, and indemnify the County, its officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses including attorney fees arising out of the performance of work described herein, caused in whole or in part by any alleged or proven negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except to the proportionate extent that such loss or damage was caused by the sole negligence or willful misconduct of the County.

B. The County shall hold harmless, defend, and indemnify Contractor and its officers, officials, employees, and volunteers from and against liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) arising out of or in connection with the County's performance of work hereunder or its failure to comply with any of its obligations

contained in the agreement except for the proportionate percentage that liability, loss, damage, expense, or costs were caused by the negligence or willful misconduct of the Contractor. In no event shall the cost to defend charged to the County exceed the County's proportionate percentage of fault.

#### **11. RECORDS AND AUDIT.**

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, certification and licensing regulations, and directions. Records shall be permanent, either typewritten or legibly written in ink and shall be kept on all patients accepted for treatment. All health records of discharged patients shall be completed and filed within thirty (30) days after termination of each episode of treatment and such records shall be kept for a minimum of seven (7) years, except for minors whose records shall be kept at least until one (1) year after the minor has reached the age of 18, but in no case less than seven (7) years consistent with California Code of Regulations, Title 22 Section 75054, and 75343. All psychologist records shall also be maintained on each patient for seven years from the patient's discharge date, or in the case of a minor, seven years after the minor reaches 18 years of age consistent with California Business and Professions Code Section 2919.

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

#### **12. NONDISCRIMINATION.**

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

#### **13. PATIENTS RIGHTS.**

Contractor shall comply with applicable patients' rights provisions in W&I Division 5, Part I; Title 9, California Code of Regulations, Subchapter 4; and other applicable law in the provision of services to patients hereunder. Contractor shall adopt and post in a conspicuous place a written policy on patient rights in accordance with Section 70707 of Title 22 of the California Code of Regulations and Section 5325.1 of the Welfare and Institutions Code. Complaints by patients or beneficiaries with regard to substandard conditions may be investigated by the County's Patients' Rights Advocate, County or State Department of Mental Health, or by the Joint Commission on Accreditation of Healthcare Organization, or such other agency, as required by law or regulation. Contractor is responsible for posting information on grievance and appeal processes accessible to individuals and their beneficiaries receiving services at the facility. Contractor shall make available for use by patients or beneficiaries at Contractor sites, without requiring either written or verbal request, grievance and appeal forms and Inyo County Mental Health self-addressed envelopes.

#### **14. CANCELLATION.**

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

**15. ASSIGNMENT.**

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

**16. DEFAULT.**

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

**17. WAIVER OF DEFAULT.**

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver of any breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-three (23) below.

**18. CONFIDENTIALITY.**

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the 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.

**19. CONFLICTS.**

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

**20. POST AGREEMENT COVENANT.**

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

**21. SEVERABILITY.**

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

**22. FUNDING LIMITATION.**

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-three (23) (Amendment).

**23. AMENDMENT.**

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

**24. NOTICE.**

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

County of Inyo  
HHS – Behavioral Health Department  
1360 North Main Street, Suite 124 Street  
Bishop, CA 93514 City and State

Contractor:  
Elena Mashkevich Name  
520 Capitol Mall, Suite 800 Street  
Sacramento, CA 95814 City and State

**25. ENTIRE AGREEMENT.**

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

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**AGREEMENT BETWEEN COUNTY OF INYO  
AND Crestwood Behavioral Health, Inc.  
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

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

**COUNTY OF INYO**

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

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

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

**CONTRACTOR**

By : Maunkebur  
Signature

Executive Director of Contracts  
Type or Print Name

Dated: 5/3/2022

APPROVED AS TO FORM AND LEGALITY:

Grace Churchla  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

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

APPROVED AS TO PERSONNEL REQUIREMENTS:

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

APPROVED AS TO INSURANCE REQUIREMENTS:

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

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Crestwood Behavioral Health, Inc.  
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

**TERM:**

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

**SCOPE OF WORK:**

Residential care in a locked Psychiatric Skilled Nursing Facility Provided by Crestwood Behavioral Health Inc. Facility shall maintain skilled nursing licensure and certification. Treatment services to include daily needs: food, bed, monthly barber, hairstyling services, and basic hygiene products. Special needs to be provided: activities, nursing services, special treatment program to provide a structured educational living environment, which provides for each resident's psychosocial needs.

Additionally, Crestwood shall provide Inpatient Mental Health Rehabilitation Services as described on the attached document "Mental Health Rehabilitation Center Program Description."

## **Mental Health Rehabilitation Center (MHRC) Program Description**

### **Mission**

Crestwood Behavioral Health, Inc. is providing sub-acute psychiatric inpatient treatment in a secure setting for severely mentally ill individuals who also have co-occurring substance use disorders 18 years old and older, who are within the following target populations:

- Adults diagnosed as having a disabling psychiatric disorder such as schizophrenia or affective disorders and who require treatment in a 24-hour locked residential setting
- Lanterman-Petris-Short Act (LPS) Conservatorship
- Murphy Conservatorship
- Post Certification/ 180 Day Hold
- Misdemeanants Incompetent to Stand Trial (MIST)

These individuals with severe mental disorders would otherwise be placed in a more acute facilities such as the State or local Psychiatric Hospital.

The program is accredited by the Commission on Accreditation of Rehabilitation Facilities (CARF), with the environmental focused milieu recognized by both CARF and Substance Abuse and Mental Health Services Administration (SAMHSA).

The mission of this program is to restore a sense of hope, empowerment, community/natural support inclusion, and realized potential in each client, as well as psychiatric stabilization during the crisis.

### **Services**

Program staff are screening, admitting, assessing, and treating clients utilizing recovery-oriented services requiring sub-acute psychiatric services. Our services support each client to recover with an enhanced sense of resilience, accessing a wide range of wellness tools, peer, staff and natural supports. These services are instrumental in supporting each individual's transition to the most independent level of services including peer support, wellness and recovery programs, housing and natural supports.

There are three or four levels of service with varying costs per day per client. MHRC Levels 1-4 offers increasingly enhanced services for clients at higher acuity levels, with Level 1 being the highest and 4 being the lower.

Level 1 – 1:1 supervision. Clients who display frequent severe behavioral problems, physically assaultive behavior and require one-to-one supervision to maintain their safety. These individuals are the most unstable, require medication observation and unable to do self-care.

Level 2 - clients, who are subacute with behaviors that may require some additional supervision and have high level of behavioral interventions.

Level 3 - clients, who will be significantly impaired, may be more chronic and require routine and frequent interventions, intensive programing and supervision and support.

Level 4- clients with greater stabilization, who are low-level of need, require fewer but regular behavior intervention, psychoeducation, and community living skills development for a successful transition to independence. Usually, it's the clients who have been stabilized and looking for appropriate placement.

The professional staff, paraprofessionals including peer providers, and the system of services provided at the MHRC are a vital point of access for many clients. Crestwood's staff are providing hope, choice, empowerment, and a restored belief in the self, that people will recover and that the future hospitalization will be reduced.

### **Target Population**

The description of the population group to be served includes the following:

- age range -18 years old and older
- gender- male and female
- ethnicity - all threshold populations and all referred clients

- degree or level of impairment - mild to severe impairment
- diagnosis as listed in the most current edition of the diagnostic and statistical manual of mental disorders
- expected needs of the population: behavioral challenges, social skills deficits, nursing complexity, social skills deficits

**Program Features:**

- 24-hour nursing supervision and care.
- 24-hour psychiatric and mental health consultation.
- Staff trained in treatment of significant and long-term mental health issues
- Individual therapy with a licensed clinician.
- Integrated treatment planning process.
- Dialectical Behavior Therapy (DBT) - individual and team approach.
- Wellness Recovery Action Plan (WRAP)
- Psycho-educational groups, individual counseling and support.
- Independent Living skills training.
- Dual recovery training and support
- Motivational strategies to engage and continue engagement for this population.
- Care and education for medical complexities not requiring skilled nursing.
- Linkage to community supports.
- Individualized recovery plans to achieve personal goals.
- Wellness and fitness support.
- Nutritional education, counseling and support.
- Yoga, meditation and support for a spirituality path.
- Peer support.
- Dreamcatchers Empowerment Network vocational services as needed.
- Meditation groups.
- Family support.
- Discharge and transition planning to create and support movement as possible.

**Program Goals**

1. Clients shall demonstrate improved functional behavior, as measured by movement through the facility levels of (1) assessment and evaluation, (2) recovery engagement and (3) community reintegration phase.
2. Clients shall have sustainable medication levels reflecting Evidenced-Based Practice Guidelines, as measured through medication administration records.
3. The program shall offer benefit to clients through a variety of rehabilitation services such as (but not limited to) the following: Individualized Counseling; AA/12 step groups. educational sessions; wellness and recovery groups; art therapy; relapse prevention groups; nutritional counseling; life skills training; stress reduction; self-management skills; exercise group, social skills groups; DBT; CBT; peer support; voc/rehab groups; personal motivation groups; pharmacology groups; and anger management.
4. Contractor shall be successful in preventing direct placements of its clients in acute psychiatric hospitals, state hospitals or other locked long-term care facilities.

**Clinical Program Description - Major Component**

1. Basic needs rehabilitation is an integrated approach to the treatment of clients who have a serious and persistent mental illness with the following goals:
  - Stabilization from acute psychiatric symptoms
  - Resolution or reduction of psychiatric symptoms or problems
  - Treatment and stabilization of medication



- Improvement in function: physical, emotional, social, family, interpersonal and spiritual development of recidivism prevention skills
- Early intervention in the process of relapse of the psychiatric disorder
- 2. Vocational rehabilitation program with the following goals:
  - Achievement of fundamental scholastic skills with assessment and testing by qualified professional staff
  - Training of vocational skills
  - Improvement in functioning: social, interpersonal, financial, occupational and academic
  - Improve cognitive, behavioral, interpersonal coping skills
  - Positive lifestyle change
  - Integration back into the community
- 3. Dual Diagnosis rehabilitation is an integrated approach to treatment of clients who have a psychiatric disorder and a comorbid substance use disorder with the following goals:
  - Achievement and maintenance of abstinence from alcohol and/or other drugs of abuse
  - Development of relapse prevention skills
  - Early intervention in the process of relapse to either the substance use or psychiatric disorder
  - Helping the client to identify, prioritize and work on problems and recovery issues he/she identifies as important
  - Monitoring addiction recovery issues
  - Helping client develop specific recovery skills
  - Developing relapse prevention strategies

### **Assessment Process**

The following assessments are completed within the designated time frames.

#### 24 hr. Admission

- Nursing Health Assessment
- Initial admission screening
- Primary Assessment initiated
- Recovery Service plans initiated
- Inventory of belongings
- Records include program orientation, inventory of behavior and client rights
- Sexual risk assessment

#### 7 Days

- Primary Assessment

#### 10 Days

- Behavioral Assessment
- Psychiatric Evaluation- Basis 32
- Reinforcement Assessment
- Dietary Assessment
- Brief Psychiatric Rating Scale
- Vocational Assessment
- Psycho-Social Assessment
- Recreation Assessment
- Group Referral Assessment
- Self-Appraisal
- Transitional Appraisal
- Level Assessment

#### 14 Days

- Interdisciplinary Team (IDT) Summary

30 Days

- Psychological Evaluation
- Psychiatrist Evaluation
- History and Physical

**Admission Process**

1. Admissions will only be accepted with authorization from the County.
2. Crestwood is providing services with the expectation that clients have co-occurring substance use issues and disorders that require integrated attention to achieve successful outcomes.
3. Approval or Denial of Acceptance of all LPS, Murphy, MIST, and 180 Day Hold referrals is determined by Crestwood within 24-48 hours. Referrals shall include the most recent psychiatric evaluation, Interdisciplinary Team (IDT) plan, Plan of Care, medication list, intake assessment, current health and physical note within the past year for LPS, Medical/Mental Health Information Transfer Summary to include known medical/mental health problems and current medications for MIST and 180- Holds, and Purified protein derivative (the PPD skin test for tuberculosis) whenever possible. Denials must include justification for basis of decision.

**Discharge Process**

Prior to any client discharge, Crestwood is notifying County designee to ensure coordination and transfer of care to appropriate community outpatient team.

Crestwood's treatment program is developed with brief lengths of stay, anticipated for most clients. All clients are expected to demonstrate increased self-control and autonomy in preparation for discharge to less restrictive placements within the community.

Crestwood is providing a restoration program to include restoration services specific to the needs of MIST clients.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Crestwood Behavioral Health, Inc.  
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

**TERM:**

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

**SCHEDULE OF FEES:**

**See attached schedule of fees for treatment sites and programs. Refer to Stockton facility fees for current services. Fee is for the Special Treatment Program patch rate of \$67.00 per day.**

**The schedule of fees for inpatient mental health rehabilitation services at Bakersfield MHRC is as follows:**

**Level 1:1 - \$720 per day  
MIST - \$450 per day  
Level 1 - \$389 per day  
Level 2 - \$354 per day  
Level 3 - \$319 per day**

<u><b>SNF/STP - IMD Designation</b></u>	<u><b>Room and Board/Per Diem</b></u>	<u><b>Patch/Enhancement</b></u>
<b>Crestwood Wellness and Recovery Ctr</b> Redding IMD – 1122 NPI - 1194743088	<b>243.40</b>	28.00 51.00 67.00 129.00 Negotiated

<u><b>SNF/STP</b></u>	<u><b>Room and Board/Per Diem</b></u>	<u><b>Patch/Enhancement</b></u>
<b>Crestwood Manor</b> Stockton SNF/STP – 1104 NPI - 1730128174	Medi-Cal Published Rate *Indigent/Medi-Cal Ineligible	28.00 40.00 42.00 67.00 97.00 129.00 Negotiated

<b>Crestwood Manor</b> Modesto SNF/STP - 1112 NPI - 1508884487	Medi-Cal Published Rate *Indigent/Medi-Cal Ineligible	28.00 45.00 67.00 97.00 129.00 Negotiated
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<b>Crestwood Manor - Fremont</b> Alameda SNF/STP - 1134 NPI - 1902828403	Medi-Cal Published Rate *Indigent/Medi-Cal Ineligible	28.00 36.00 67.00 106.00 154.00 Negotiated
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<u><b>SNF</b></u>	<u><b>Room and Board/Per Diem</b></u>	<u><b>Patch/Enhancement</b></u>
<b>Crestwood Treatment Center</b> Fremont SNF - 1120 NPI - 1942228838	Medi-Cal Published Rate *Indigent/Medi-Cal Ineligible	154.00 Negotiated

The following rates include room and board, nursing care, special treatment program services, activity programs, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 9.

**Mental Health Rehabilitation Centers**

<b>Crestwood Center</b>	Level 1	389.00	
Sacramento MHRC - 1106	Level 2	354.00	
NPI - 1356411656	Level 3	321.00	
<b>Crestwood Behavioral Health Ctr</b>	Level 1	424.00	
San Jose MHRC - 1107	Level 2	340.00	
NPI - 1376623256	Level 3	331.00	
<b>Crestwood Behavioral Health Ctr</b>		334.00	
Eureka MHRC - 1110			
NPI - 1124046008			
<b>Crestwood Behavioral Health Ctr</b>	Level (1:1)	720.00	
Bakersfield MHRC - 1115	MIST	450.00	
NPI - 1275610800	Level 1	389.00	
	Level 2	354.00	
	Level 3	319.00	
<b>Crestwood C.E.N.T.E.R.</b>	Level 1	380.00	
Angwin MHRC - 1116	Level 2	302.00	
NPI - 1316024953	Level 3	249.00	
<b>Kingsburg Healing Center</b>	Level 1	494.00	
Kingsburg MHRC - 1140	Level 2	437.00	
NPI – 1073989661	Level 3	375.00	
	Bedhold		Current Rate minus Raw Food Cost**
<b>Crestwood Recovery and Rehab</b>	Level 1	391.00	
Vallejo MHRC - 1141	Level 2	332.00	
NPI - 1508935834	Level 3	294.00	
	Level 4	276.00	
<b>Crestwood San Diego</b>	Level 1	469.00	
San Diego MHRC - 1154	Level 2	402.00	
NPI - 1295146934	Level 3	334.00	
	Bedhold		Current Rate minus Raw Food Cost**

<b>Crestwood Chula Vista</b>	Level 1	469.00
Chula Vista MHRC - 1164	Level 2	402.00
NPI - 1023495181	Level 3	334.00
	Bedhold	Current Rate minus Raw Food Cost**
<b>San Francisco Healing Center</b>		519.00
San Francisco MHRC - 1166	Bedhold	Current Rate minus Raw Food Cost**
NPI - 1447758024		
<b>Fallbrook Healing Center</b>	Level 1	487.00
Fallbrook Healing - 1167	Level 2	417.00
NPI - 1639738297	Level 3	348.00
	Bedhold	Current Rate minus Raw Food Cost**
<b>Champion Healing Center</b>	MIST	550.00
Lompoc - 1170	Level 1	541.00
NPI - 31487282273	Level 2	458.00
	Level 3	380.00

\*\* Bed hold rate raw food reduction is \$8.73 for FY 21/22

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.

<u><b>Psychiatric Health Facilities</b></u>	<u><b>Room and Board/Per Diem</b></u>	<u><b>Room and Board/Per Diem for indigent client</b></u>
<b>Crestwood Psychiatric Health Facility</b> American River PHF - 1153 NPI - 1972827343	963.00	1,113.00
<b>Crestwood Psychiatric Health Facility</b> Sacramento PHF - 1156 NPI - 1669734075	963.00	1,113.00
<b>Crestwood Psychiatric Health Facility</b> San Jose PHF - 1157 NPI - 1598065047	1,125.00	1,275.00
<b>Crestwood Psychiatric Health Facility</b> Bakersfield PHF - 1158 NPI - 1194034645	1,038.00	1,188.00
<b>Crestwood Solano PHF Psych Health Facility</b> Solano PHF - 1159 NPI - 1780009142	1,038.00	1,188.00
<b>Crestwood Sonoma PHF Psych Health Facility</b> Sonoma PHF - 1175 NPI - 1043848831	1,040.00	1,190.00

<u><b>Adult Residential Facilities/Social Rehabilitation Center</b></u>	<u><b>Patch/Enhancement Per Day</b></u>
<b>Pathways</b> Eureka Pathways RTF - 1125 NPI - 1811374564	218.00
<b>Our House</b> Solano Our House ARF - 1136 NPI - 1750452199	165.00
<b>Bridge Program - Bakersfield</b> Bakersfield Bridge TRTP - 1137 NPI - 1265501597	230.00
<b>American River Residential Services</b> American River ARF - 1139 NPI - 1104905645	165.00
<b>Bridge Program - Pleasant Hill</b> Pleasant Hill Bridge ARF - 1143 NPI - 1669543005	165.00
<b>The Pathway</b> Pleasant Hill Pathway RTF - 1144 NPI - 1578634911	223.00
<b>Bridge Program Fresno</b> Fresno Bridge RTF - 1145 NPI - 1093892663	230.00
<b>Crestwood Hope Center</b> Vallejo RCFE - 1152 NPI - 1962702324	165.00
<b>Hummingbird Healing House</b> San Diego - 1168 NPI - 1992206734	182.00



**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Crestwood Behavioral Health, Inc.  
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

**TERM:**

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

**SEE ATTACHED INSURANCE PROVISIONS**

## Attachment C: 2022 Insurance Requirements for Professional Services

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

### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separate to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. Provision may be waived with signed letter on contractor’s letterhead certifying that no auto or mobile equipment will be used for/during the execution of the contract.
3. **Workers’ Compensation** insurance as required by the State of California, with **Statutory Limits**, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. May be waived with signed letter on contractor’s letterhead certifying that contractor has no employees.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Contractor’s profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$4,000,000** aggregate. Check with Risk Management if Professional Liability is required for the contract to which these requirements are attached.
5. **Cyber Liability Insurance**, with limits not less than **\$1,000,000** per occurrence or claim. Provision may be waived if contractor will not be receiving/storing/transmitting personally identifiable information (PII) or personal medical information (PMI). Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Professional liability or general liability may be endorsed to include cyber coverage.

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

### OTHER INSURANCE PROVISIONS

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

## **Attachment C: 2022 Insurance Requirements for Professional Services**

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

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

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

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

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

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

## Attachment C: 2022 Insurance Requirements for Professional Services

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

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

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

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

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

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

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

-end-



# County of Inyo



## Health & Human Services - Behavioral Health

### CONSENT - ACTION REQUIRED

**MEETING:** June 7, 2022

**FROM:** Melissa Best-Baker

**SUBJECT:** Participation agreement with California Mental Health Services Authority

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**RECOMMENDED ACTION:**

Request Board approve the participation agreement between the County of Inyo and California Mental Health Services Authority of Sacramento, CA for the provision of consulting services in an amount not to exceed \$74,800 for the period of July 1, 2022 through June 30, 2024, contingent upon the Board's approval of future budgets, and authorize the HHS Director to sign.

**SUMMARY/JUSTIFICATION:**

California Mental Health Services Authority is pleased to offer a number of projects to support counties in meeting required Behavioral Health Quality Improvement Program (BHQIP) deliverables and implementing the California Advancing and Innovating Medi-Cal (CalAIM) transformation. The projects help satisfy DHCS milestone requirements under the categories of payment reform, policy changes, and data exchange. The Contractor will work closely with our Grants and Innovations Manager and other team members to ensure compliance with all requirements and timeframes.

The Department respectfully request your Board approve the agreement and authorize the HHS Director to sign the participation agreement.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

We would have to navigate the changes ourselves with limited staff.

**OTHER AGENCY INVOLVEMENT:**

California Department of Health Care Services

**FINANCING:**

State funding. This agreement will be budgeted in CMH (045200) in Professional Services (5265). No County General Funds.

**ATTACHMENTS:**

1. Participation Agreement

**APPROVALS:**

Melissa Best-Baker  
Darcy Ellis  
Melissa Best-Baker  
Marilyn Mann  
John Vallejo  
Amy Shepherd  
Marilyn Mann

Created/Initiated - 5/7/2022  
Approved - 5/9/2022  
Approved - 5/11/2022  
Approved - 5/11/2022  
Approved - 5/12/2022  
Approved - 5/12/2022  
Final Approval - 5/12/2022

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY  
PARTICIPATION AGREEMENT  
COVER SHEET

1. Inyo County (“Participant”) desires to participate in the Program identified below.  
Name of Program: Behavioral Health Quality Improvement Program (BQHIP)
2. California Mental Health Services Authority (“CalMHSA”) and Participant acknowledge that the Program will be governed by CalMHSA’s Joint Powers Agreement and its Bylaws, and by this participation agreement. The following exhibits are intended to clarify how the provisions of those documents will be applied to this particular Program.
  - Exhibit A Program Description and Funding
  - Exhibit B General Terms and Conditions
  - Exhibit C County Specific Scope of Services and/or Funding
  - Appendix A Work Order Form
3. The maximum amount payable under this Agreement is \$74,800
4. The term of the Program is upon execution through June 30, 2024.
5. Authorized Signatures:

**CalMHSA**

Signed: \_\_\_\_\_ Name (Printed): Dr. Amie Miller, Psy.D., MFT

Title: Executive Director Date: \_\_\_\_\_

**Participant: Inyo County**

Signed: \_\_\_\_\_ Name (Printed): Marilyn Mann

Title: Director Date: \_\_\_\_\_

**Participation Agreement**  
EXHIBIT A – PROGRAM DESCRIPTION

- I. **Name of Program: Behavioral Health Quality Improvement Program**
- II. **Term of Program: Upon Execution through June 30, 2024**
- III. **Program Objective and Overview:**

CalMHSA will provide the below-described projects to support County Behavioral Health Plans in meeting select Milestones required to complete the California Advancing and Innovating Medi-Cal (CalAIM) Behavioral Health Quality Improvement Program (BHQIP) deliverables. Projects are responsive to the BHQIP requirements under the following categories:

- Payment Reform
- Policy Changes
- Data Exchange

Participant (County) will select which BQHIP Projects in which they are participating from Table 1 below.

<b>TABLE 1</b>				
<b>BQHIP REQUIRED SERVICES</b>				
<b>ITEM #</b>	<b>CATEGORY</b>	<b>BQHIP REQUIREMENT</b>	<b>CalMHSA DELIVERABLE(S)</b>	<b>RATE</b>
1	Payment Reform	Milestone 1a(iii): Subcontractor Boilerplates reflect new code set and claiming requirements	CalMHSA will work with Participant to draft updated subcontracted MHP and DMC-ODS provider boilerplate language to incorporate new code set(s) and claiming requirements.	\$3,450
2	Policy Changes	Milestone 2d(iv): Updated Utilization Management Protocol	CalMHSA will conduct a landscape analysis of documentation audit practices and draft an updated Utilization Management protocol to comply with best practices and updated documentation audit standards.	\$4,600
3	Data Exchange	Milestone 3d(i): Finder File & Follow-up After Emergency Department Visit for Alcohol and Other Drug Abuse or Dependence (FUA), Follow-up After Emergency Department Visit for Mental Illness (FUM) and Pharmacotherapy for Opioid Use Disorder (POD) data analysis	CalMHSA will collaborate with Participants to receive and analyze Managed Care Plan (MCP) data for July 2022/July 2023 measurement period. CalMHSA will analyze the data to establish Participant baseline performance on FUA/FUM/POD.	\$5,750



4	Data Exchange	Milestone 3d(i), 3d(ii), 3d(iii)	Using Participant baseline data analysis as described above, CalMHSA will support Participant in developing and implementing Performance Improvement Projects (identifying, implementing, and tracking interventions to improve performance related to measures indicated under Milestone 3d(i). These PIPs will be designed to conform to CalEQRO PIP requirements.	\$46,000
<b>OPTIONAL SERVICES</b>				
		<b>PROFESSIONAL SERVICES</b>		<b>HOURLY RATE</b>
1		<b>Project Management Services</b> <i>(General BHQIP Implementation Support)</i>		\$175
2		<b>Clinical Services</b> <i>(Clinical Training and Policy Changes Implementation Support)</i>		\$200

**Participation Agreement**  
EXHIBIT B – General Terms and Conditions

**I. Definitions**

The following words, as used throughout this Participation Agreement, shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

- A. CalMHSA – California Mental Health Services Authority, a Joint Powers Authority (JPA) created by counties in 2009 at the instigation of the California Mental Health Directors Association to jointly develop and fund mental health services and education programs.
- B. Member – A County (or JPA of two or more Counties) that has joined CalMHSA and executed the CalMHSA Joint Powers Agreement.
- C. Participant – Any County participating in the Program either as Member of CalMHSA or under a Memorandum of Understanding with CalMHSA.
- D. Program – The program identified in the Cover Sheet.

**II. Responsibilities**

- A. Responsibilities of CalMHSA:
  - 1. Act as the Fiscal and Administrative agent for the Program.
  - 2. Deliver services to support Participants in completing the California Advancing and Innovating Medi-Cal (CalAIM) Behavioral Health Quality Improvement Program (BHQIP) requirements.
  - 3. Manage funds received from, Participant in a manner consistent with the requirements of any applicable laws, regulations, guidelines and/or contractual obligations.
  - 4. Provide regular fiscal reports to Participant and/or other public agencies with a right to such reports.
  - 5. Comply with CalMHSA's Joint Powers Agreement and Bylaws.
- B. Responsibilities of Participant:
  - 1. Transfer required initial Program funds as specified in Exhibit C, Program Description and Funding, which Participant will pay within 30 days of execution of this agreement. Thereafter, remaining funds to be paid by Participant to CalMHSA on a quarterly basis, upon receiving an invoice from CalMHSA.
  - 2. Submit a Work Order form for any additional professional services required by the Participant if identified post-contract execution.
  - 3. Provide CalMHSA and any other parties deemed necessary with requested information and assistance in order to fulfill the purpose of the Program.
  - 4. Cooperate by providing CalMHSA with requested information and assistance in order to fulfill the purpose of the Program.
  - 5. Provide feedback on Program performance.

6. Comply with applicable laws, regulations, guidelines, contractual agreements, JPAs, and bylaws.

**III. Duration, Term, and Amendment**

- A. The term of the Program is upon execution through June 30, 2024.
- B. This Agreement may be supplemented, amended, or modified only by the mutual agreement of CalMHSA and the Participant, expressed in writing and signed by authorized representatives of both parties.

**IV. Withdrawal, Cancellation, and Termination**

- A. Participant may withdraw from the Program and terminate the Participation Agreement upon six (6) months' written notice. Notice shall be deemed served on the date of mailing.
- B. The withdraw of a Participant from the Program shall not automatically terminate its responsibility for its share of the expense and liabilities of the Program. The contributions of current and past Participants are chargeable for their respective share of unavoidable expenses and liabilities arising during the period of their participation.
- C. Upon cancellation, termination, or other conclusion of the Program, any funds remaining undisbursed after CalMHSA satisfies all obligations arising from the administration of the Program shall be returned to Participant. Unused funds paid for a joint effort will be returned pro rata to Participant in proportion to payments made. Adjustments may be made if disproportionate benefit was conveyed on particular Participant. Excess funds at the conclusion of county-specific efforts will be returned to the particular County that paid them.

**V. Fiscal Provisions**

- A. Funding required from Participant will not exceed the amount stated in Exhibit C, County Specific Scope of Work and/or Funding.
- B. Payment Terms –
  - a. Upon Execution of Agreement – Initial funding amount, minimum of \$200,000 or as defined in Exhibit C.
  - b. Subsequent Payments – If applicable, Participant shall pay CalMHSA on a quarterly basis upon receipt of a CalMHSA invoice for deliverables completed. Payable within 30 days of receipt of CalMHSA invoice.

**VI. Limitation of Liability and Indemnification**

- A. CalMHSA is responsible only for funds as instructed and authorized by participants. CalMHSA is not liable for damages beyond the amount of any funds which are identified on the cover page of this Agreement, without authorization or contrary to Participant's instructions.
- B. CalMHSA is not undertaking responsibility for assessments, creation of case or treatment plans, providing or arranging services, and/or selecting, contracting with, or supervising providers (collectively, "mental health services"). Participant will defend and indemnify

CalMHSA for any claim, demand, disallowance, suit, or damages arising from Participant's acts or omissions in connection with the provision of mental health services.

**Participation Agreement**  
EXHIBIT C –County Specific Scope of Services and Funding

ITEM #	CATEGORY	CaMHSA DELIVERABLE(S)	RATE	SELECTION (MARK WITH AN X)	TOTAL
1	Payment Reform	CaMHSA will work with Participant to draft updated subcontracted MHP and DMC-ODS provider boilerplate language to incorporate new code set(s) and claiming requirements.	\$3,450	X	\$3,450
2	Policy Changes	CaMHSA will conduct a landscape analysis of documentation audit practices and draft an updated Utilization Management protocol to comply with best practices and updated documentation audit standards.	\$4,600	X	\$4,600
3	Data Exchange	CaMHSA will collaborate with Participants to receive and analyze Managed Care Plan (MCP) data for July 2022/July 2023 measurement period. CaMHSA will analyze the data to establish Participant baseline performance on FUA/FUM/POD.	\$5,750	X	\$5,750
4	Data Exchange	Using Participant baseline data analysis as described above, CaMHSA will support Participant in developing and implementing Performance Improvement Projects (identifying, implementing, and tracking interventions to improve performance related to measures	\$46,000	X	\$46,000

		indicated under Milestone 3d(i). These PIPs will be designed to conform to CalEQRO PIP requirements.			
	<b>PROFESSIONAL SERVICES*</b>		<b>HOURLY RATE</b>	<b>Number of Hours</b>	<b>TOTAL</b>
1	Project Management ( <i>General BHQIP Implementation Support</i> )		\$175	40	\$7000
2	Clinical ( <i>Clinical Training and Policy Changes Implementation Support</i> )		\$200	40	\$8000
<b>GRAND TOTAL</b>					\$74,800

**\*NOTE: If the Participant is in need of additional professional services post-contract execution, the Participant must complete and submit a work-order form to CalMHSa found in Appendix A.**

**Appendix A**

<b>PARTICIPANT(S) WORK ORDER -BHQIP</b>			
<b>ADDITIONAL PROFESSIONAL SERVICES</b>			
Participant (County)			
<b>Funding Timeframe</b> <i>[Commencement and termination dates for this Work Order.]</i>	<b>Start Date</b>	<b>End Date</b>	
<b>Total Funding Amount</b>	<b>\$0,000,000.00</b>		
SERVICES	TOTAL HOURS NEEDED	HOURLY RATE	TOTAL
<b>Project Management Services</b> <i>(General BHQIP Implementation Support)</i>		\$175	
<b>Clinical Services</b> <i>(Clinical Training and Policy Changes Implementation Support)</i>		\$200	
<b>TOTAL</b>			<b>\$</b>



# County of Inyo



## Health & Human Services - EMCC

### CONSENT - ACTION REQUIRED

**MEETING:** June 7, 2022

**FROM:** Marilyn Mann

**SUBJECT:** Appointment of members to EMCC

**RECOMMENDED ACTION:**

Request Board: A) approve the appointment of Pete Schlieker to represent Big Pine Volunteer Fire Department for an unexpired term ending December 31, 2023; and B) ratify and approve the reappointment of the following individuals to the Emergency Medical Care Committee (EMCC) for unexpired terms ending December 31, 2023:

- Joe Capello, representing Independence Fire Department
- Charles Abbott, representing Olancho-Cartago Fire Department
- Lisa Davis, Member at Large
- Michael Patterson, representing Sierra Life Flight
- Judd Symons, representing Symons Ambulance

**SUMMARY/JUSTIFICATION:**

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

Currently, the terms of six (6) EMCC members expired on December 31, 2021. The Department realized at the last EMCC meeting that the terms had expired and forwarded an email to the affected organizations and/or individuals to verify interest in continuing their appointment to the committee. Five of the six representatives have all indicated a desire to remain members of the EMCC. Copies of their email responses are attached.

Lloyd Wilson, representative from Big Pine Volunteer Fire Department notified HHS that he would not continue as the agency's representative. HHS contacted Damon Carrington, Big Pine's Department Chief, who indicated that the department would be represented by Pete Schlieker. Mr. Schlieker's email confirming his willingness to serve as the Big Pine Fire Department representative is included in the email responses. HHS, on behalf of the EMCC, respectfully request your Board make the following appointment and ratify the re-appointments as listed:

Agency Name	Representative	New/Reappoint	Expiration Date
Big Pine Volunteer Fire Department	Pete Schlieker	New	12/31/2023
Independence Volunteer Fire Department	Joe Capello	Reappoint	12/31/2023



Olancha-Cartago Fire Department	Charles Abbott	Reappoint	12/31/2023
Symons Ambulance	Judd Symons	Reappoint	12/31/2023
Sierra Life Flight	Michael Patterson	Reappoint	12/31/2023
At Large Member	Lisa Davis	Reappoint	12/31/2023

The Department respectfully submits the list of names for your Board's consideration along with their letters of interest.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Should the appointments not be approved, the EMCC would maintain 7 vacancies.

**OTHER AGENCY INVOLVEMENT:**

Bishop Fire Department, Sierra Life Flight, Symons Ambulance, Northern Inyo Hospital District, ICEMA, Big Pine Volunteer Fire Department, Inyo Fire Protection District, Independence Volunteer Fire Department Olancha-Cartago Volunteer Fire Department, Lone Pine Volunteer Fire Department, Southern Inyo Hospital District.

**FINANCING:**

**ATTACHMENTS:**

1. Email Notification of Desire to Serve on EMCC

**APPROVALS:**

Marilyn Mann	Created/Initiated - 5/16/2022
Darcy Ellis	Approved - 5/16/2022
Marilyn Mann	Final Approval - 5/19/2022

## Marilyn Mann

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**From:** Pete Schlieker <pschlieker@bigpineschools.org>  
**Sent:** Friday, May 13, 2022 1:12 PM  
**To:** Marilyn Mann  
**Subject:** Re: EMCC

Marilyn, I would prefer to use my personal email - [piner\\_pete@yahoo.com](mailto:piner_pete@yahoo.com). Also, I will be unable to make the July meeting due to the fact that I signed up for a Summer Institute in Washington DC that week. I will get a replacement for our department for that meeting.

On Fri, May 13, 2022 at 11:54 AM Marilyn Mann <[mmann@inyocounty.us](mailto:mmann@inyocounty.us)> wrote:

Hello Pete,

Damon Carrington notified me that you will be the new designated representative for Big Pine Volunteer Fire Department's EMS program's EMCC position. Can you confirm by email and let me know what email address you wish me to use for any future correspondence regarding EMCC. I will forward you the by-laws once I receive your confirmation. I will use your response to prepare the Board Agenda item. Thank you.

*Marilyn Mann*

HHS Director

Inyo County Dept. of Health and Human Services

1360 North Main Street, Suite 201

Bishop, California 93514

(760) 873-3305

**Fax (760) 873-6505**

[mmann@inyocounty.us](mailto:mmann@inyocounty.us)

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## Marilyn Mann

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**From:** Joe Cappello <ivfdjoe@gmail.com>  
**Sent:** Monday, May 9, 2022 4:12 PM  
**To:** Marilyn Mann  
**Subject:** Re: Expired EMCC Membership

Marilyn,  
I'm interested in another term.  
Thanks,

Joe Cappello  
Fire Chief  
Independence Volunteer Fire Dept.  
Cell: (760) 920-1108  
P.O. Drawer B  
200 S. Jackson St.  
Independence, CA 93536

On May 9, 2022, at 15:59, Marilyn Mann <mmann@inyocounty.us> wrote:

Hello,

Your membership to EMCC expired on 12/31/2021 and I hope to place an agenda item before the Board of Supervisors to reappoint those of you interested on a retroactive basis for a term ending 12/31/2023. If you are interested in continuing to represent your respective agencies, can you please respond to this email and let me know. I will use the email response to support the agenda item.

Thank you!!

*Marilyn Mann*

HHS Director  
Inyo County Dept. of Health and Human Services  
1360 North Main Street, Suite 201  
Bishop, California 93514  
(760) 873-3305  
**Fax (760) 873-6505**  
[mmann@inyocounty.us](mailto:mmann@inyocounty.us)

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## Marilyn Mann

---

**From:** Charles Abbott <[olanchafd.chief@gmail.com](mailto:olanchafd.chief@gmail.com)>  
**Sent:** Monday, May 9, 2022 4:34 PM  
**To:** Davis, Lisa  
**Cc:** Anna Scott; [Gina.riesche@nih.org](mailto:Gina.riesche@nih.org); INYO Big Pine FPD Lloyd Wilson EMS Coordinator / Inyo EMCC; INYO Symons Ambulance Judd Symons / Inyo EMCC; Marilyn Mann; Melissa Best-Baker; [Patterson, Michael](mailto:Patterson, Michael); [ivfdjoe@gmail.com](mailto:ivfdjoe@gmail.com)  
**Subject:** Re: Expired EMCC Membership

Yes please I would like to continue to serve on the EMCC.  
Charles

On Mon, May 9, 2022 at 4:24 PM Davis, Lisa <[Lisa.Davis@gmr.net](mailto:Lisa.Davis@gmr.net)> wrote:  
Yes, please. I am interesting in continuing to serve on the Inyo EMCC.  
Thanks,  
Lisa

---

**From:** Marilyn Mann <[mmann@inyocounty.us](mailto:mmann@inyocounty.us)>  
**Sent:** Monday, May 9, 2022 3:59 PM  
**To:** [ivfdjoe@gmail.com](mailto:ivfdjoe@gmail.com) <[ivfdjoe@gmail.com](mailto:ivfdjoe@gmail.com)>; INYO Olancha-Cartago FD Charles Abbott Fire Chief/ Inyo EMCC Member <[olanchafd.chief@gmail.com](mailto:olanchafd.chief@gmail.com)>; [Gina.riesche@nih.org](mailto:Gina.riesche@nih.org) <[Gina.riesche@nih.org](mailto:Gina.riesche@nih.org)>; Davis, Lisa <[Lisa.Davis@gmr.net](mailto:Lisa.Davis@gmr.net)>; [Patterson, Michael](mailto:Patterson, Michael) <[Michael.Patterson@gmr.net](mailto:Michael.Patterson@gmr.net)>; INYO Symons Ambulance Judd Symons / Inyo EMCC <[juddsymons@aol.com](mailto:juddsymons@aol.com)>; INYO Big Pine FPD Lloyd Wilson EMS Coordinator / Inyo EMCC <[dorothyloyd39@hotmail.com](mailto:dorothyloyd39@hotmail.com)>  
**Cc:** Anna Scott <[ascott@inyocounty.us](mailto:ascott@inyocounty.us)>; Melissa Best-Baker <[mbestbaker@inyocounty.us](mailto:mbestbaker@inyocounty.us)>  
**Subject:** EXT: Expired EMCC Membership

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Thank you!!

## Marilyn Mann

---

**From:** juddsymons@aol.com  
**Sent:** Monday, May 16, 2022 11:37 AM  
**To:** Marilyn Mann  
**Subject:** EMCC

Ms. Mann

Yes, I will continue to be the EMCC representative.

Judd Symons

## Marilyn Mann

---

**From:** Patterson, Michael <Michael.Patterson@gmr.net>  
**Sent:** Monday, May 9, 2022 4:08 PM  
**To:** Marilyn Mann; ivfdjoe@gmail.com; INYO Olancho-Cartago FD Charles Abbott Fire Chief/ Inyo EMCC Member; Gina.riesche@nih.org; Davis, Lisa; INYO Symons Ambulance Judd Symons / Inyo EMCC; INYO Big Pine FPD Lloyd Wilson EMS Coordinator / Inyo EMCC  
**Cc:** Anna Scott; Melissa Best-Baker  
**Subject:** Re: Expired EMCC Membership

Yes Please

Mike Patterson EMT-P, FP-C, CMTE | Regional Director  
Pacific Fixed Wing Operations Reach 62, 66 and Calstar 70  
C 760-784-1520 | O 760-872-2202 | F 760-872-2192 | Michael.Patterson@gmr.net



---

**From:** Marilyn Mann <mmann@inyocounty.us>  
**Sent:** Monday, May 9, 2022 3:59 PM  
**To:** ivfdjoe@gmail.com <ivfdjoe@gmail.com>; INYO Olancho-Cartago FD Charles Abbott Fire Chief/ Inyo EMCC Member <olanchofd.chief@gmail.com>; Gina.riesche@nih.org <Gina.riesche@nih.org>; Davis, Lisa <Lisa.Davis@gmr.net>; Patterson, Michael <Michael.Patterson@gmr.net>; INYO Symons Ambulance Judd Symons / Inyo EMCC <juddsymons@aol.com>; INYO Big Pine FPD Lloyd Wilson EMS Coordinator / Inyo EMCC <dorothylyloyd39@hotmail.com>  
**Cc:** Anna Scott <ascott@inyocounty.us>; Melissa Best-Baker <mbestbaker@inyocounty.us>  
**Subject:** EXT: Expired EMCC Membership

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Thank you!!

*Marilyn Mann*

HHS Director  
Inyo County Dept. of Health and Human Services  
1360 North Main Street, Suite 201  
Bishop, California 93514  
(760) 873-3305

## Marilyn Mann

---

**From:** Davis, Lisa <Lisa.Davis@gmr.net>  
**Sent:** Monday, May 9, 2022 4:25 PM  
**To:** Marilyn Mann; ivfdjoe@gmail.com; INYO Olancho-Cartago FD Charles Abbott Fire Chief/ Inyo EMCC Member; Gina.riesche@nih.org; Patterson, Michael; INYO Symons Ambulance Judd Symons / Inyo EMCC; INYO Big Pine FPD Lloyd Wilson EMS Coordinator / Inyo EMCC  
**Cc:** Anna Scott; Melissa Best-Baker  
**Subject:** Re: Expired EMCC Membership

Yes, please. I am interesting in continuing to serve on the Inyo EMCC.

Thanks,

Lisa

---

**From:** Marilyn Mann <mmann@inyocounty.us>  
**Sent:** Monday, May 9, 2022 3:59 PM  
**To:** ivfdjoe@gmail.com <ivfdjoe@gmail.com>; INYO Olancho-Cartago FD Charles Abbott Fire Chief/ Inyo EMCC Member <olanchafd.chief@gmail.com>; Gina.riesche@nih.org <Gina.riesche@nih.org>; Davis, Lisa <Lisa.Davis@gmr.net>; Patterson, Michael <Michael.Patterson@gmr.net>; INYO Symons Ambulance Judd Symons / Inyo EMCC <juddsymons@aol.com>; INYO Big Pine FPD Lloyd Wilson EMS Coordinator / Inyo EMCC <dorothyloyd39@hotmail.com>  
**Cc:** Anna Scott <ascott@inyocounty.us>; Melissa Best-Baker <mbestbaker@inyocounty.us>  
**Subject:** EXT: Expired EMCC Membership

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*Marilyn Mann*

HHS Director

Inyo County Dept. of Health and Human Services

1360 North Main Street, Suite 201

Bishop, California 93514

(760) 873-3305

Fax (760) 873-6505

[mmann@inyocounty.us](mailto:mmann@inyocounty.us)

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# County of Inyo



## Health & Human Services - ESAAA

### CONSENT - ACTION REQUIRED

**MEETING:** June 7, 2022

**FROM:** Melissa Best-Baker

**SUBJECT:** Approval of the Standard Agreement for Contract Number AP-2223-16 between California Department of Aging and County of Inyo

---

**RECOMMENDED ACTION:**

Request Board approve Contract No. AP-2223-16 with the California Department of Aging for regional services to seniors, provided through the Eastern Sierra Area Agency on Aging, in the amount of \$1,564,373 for the period of July 1, 2022 through June 30, 2023, contingent upon the Board's adoption of the Fiscal Year 2022-2023 budget, and authorize the HHS Director to sign the Standard Agreement, Information Integrity and Security Statement Certification, Contractor Certification Clause, and the California Civil Rights Laws Certification.

**SUMMARY/JUSTIFICATION:**

This contract is a standard State Contract with total annual funding of \$1,564,373, representing an increase of \$429,619 of the base allocation from the prior year. This recognizes an increase of \$804 in IIIB Supportive Services; a decrease of \$1,621 in Ombudsman; a decrease of \$33,732 in Congregate Meals; an increase of \$362,525 in Home Delivered Meals; an increase of \$110 in Title IIID; an increase of \$783 in Title IIIE; an increase of \$22 Title VII-Elder Abuse Prevention; and an increase of \$100,692 in Administrative funds. Acceptance of this contract ensures the receipt of federal and state funds to keep existing services going. Of the \$1,564,373, funding in the amount of \$216,122 will be allocated to Mono County to provide their services to seniors.

The State standard contract includes several changes which are summarized in the Attachment 3-AP-2223 Summary of Changes. These include corrections to citations, typographical errors, updated links and clarifications.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to ratify and approve this agreement. Failure to move forward on these requested actions will disrupt services to seniors in the region. Receipt of any funding for ESAAA is contingent upon execution of this contract.

**OTHER AGENCY INVOLVEMENT:**

California Department of Aging, County of Mono, CA Indian Legal Services



**FINANCING:**

State and Federal dollars. Total amount of this contract is \$1,564,373 and will be budgeted as revenue in the ESAAA Budget (683000) in the State and Federal revenue object codes.

**ATTACHMENTS:**

1. CDA Agreement #AP-2223-16
2. Exhibit A, Attachment 1
3. Exhibit B, Attachment 1
4. Exhibits A, B, D, E
5. Contractor Certification Clause
6. Information Integrity and Security Statement
7. Civil Rights Laws Certification
8. Summary of Changes
9. FY 22-23 Inyo-Mono Baseline Allocations

**APPROVALS:**

Melissa Best-Baker	Created/Initiated - 4/25/2022
Darcy Ellis	Approved - 4/25/2022
Melissa Best-Baker	Approved - 5/30/2022
Marilyn Mann	Approved - 5/31/2022
Anna Scott	Approved - 5/31/2022
John Vallejo	Approved - 5/31/2022
Amy Shepherd	Approved - 5/31/2022
Marilyn Mann	Final Approval - 5/31/2022

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

AP-2223-16

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

California Department of Aging

CONTRACTOR NAME

County of Inyo

2. The term of this Agreement is:

START DATE

07/01/2022

THROUGH END DATE

06/30/2023

3. The maximum amount of this Agreement is:

\$ 1,564,373 One million five hundred sixty-four thousand three hundred seventy-three and 00/100 dollars

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

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	16 pages
Exhibit A, Attachment 1	General Information	1 page
Exhibit B	Budget Detail, Payment Provisions, and Closeout	12 pages
Exhibit B, Attachment 1	Budget Display	1 page
Exhibit C*	General Terms and Conditions – GTC-4/2017*	0 pages
Exhibit D	Special Terms and Conditions	34 pages
Exhibit E	Additional Provisions	17 pages

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

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

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

**CONTRACTOR**

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

County of Inyo

CONTRACTOR BUSINESS ADDRESS  
1360 North Main Street, Suite 201CITY  
BishopSTATE  
CAZIP  
93514-3013

PRINTED NAME OF PERSON SIGNING

Marilyn Mann

TITLE

HHS Director

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

California Department of Aging

CONTRACTING AGENCY ADDRESS  
2880 Gateway Oaks Drive, Suite 200CITY  
SacramentoSTATE  
CAZIP  
95833

PRINTED NAME OF PERSON SIGNING

Nate Gillen

TITLE

Chief, Business Management Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

AG OP 80-111

This page is purposefully left blank.

**EXHIBIT A, Attachment 1  
 General Information**

1. The Contractor agrees to provide to the California Department of Aging (CDA) the services described herein Agreement number AP-2223-16.
2. The services shall be performed in Planning and Service Area(s): 16.
3. The services shall be provided as needed.
4. The project representatives during the term of this agreement will be:

State Agency: California Department of Aging	Contractor: County of Inyo
Name: Andrew Sachs, Chief Local Finance Officer Fiscal Management Branch	Name: Marilyn Mann, Director, Contracts Representative
Phone: (916) 931-1936	Phone: (760) 878-0232
Email: finance@aging.ca.gov	Email: mmann@inyocounty.us

Direct only contract inquiries to:

State Agency: California Department of Aging	Contractor: County of Inyo
Section/Unit: Business Services and Contracts	Section/Unit:
Attention: Sheila Gardner	Attention: Melissa Best-Baker
Address: 2880 Gateway Oaks Dr, Ste 200 Sacramento, CA 95834	Address: 1360 North Main St, Ste 201 Bishop, CA, 93514-3013
Phone: (916) 898-9383	Phone: (760) 873-3305
Email: Sheila.Gardner@aging.ca.gov	Email: mbestbaker@inyocounty.us

The parties may change their representatives upon providing ten days written notice to the other party. Said changes do not require an amendment to this agreement.

**AREA PLAN BUDGET DISPLAY**  
**Exhibit B, Attachment 1- BUDGET DISPLAY**  
**Fiscal Year 2022-23 (Federal Fiscal Years 2022 & 2023)**  
**County of Inyo**  
**12 months (July 1, 2022 - June 30, 2023)**

Program	Fund Type	Project Number	Baseline	Adjustments	Transfers	OTO	Updated Total	Net Change
<b>Supportive Services</b>	Federal Title IIIB	3BSL	100,042	0	0	0	100,042	0
<b>Ombudsman</b>	Federal Title IIIB	3BOL	23,483	0	0	0	23,483	0
<b>Ombudsman</b>	Federal Title VIIa	7OFL	35,117	0	0	0	35,117	0
<b>Ombudsman</b>	General Fund IIIB	B1GL	65,538	0	0	0	65,538	0
<b>Ombudsman</b>	General Fund IIIB- Augmentation	B1GL	45,630	0	0	0	45,630	0
<b>Ombudsman</b>	Public Health L & C Program Fund	LCPF	3,510	0	0	0	3,510	0
<b>Ombudsman</b>	State Health Facilities Citation Penalties Account	SDFL	1,233	0	0	0	1,233	0
<b>Ombudsman</b>	SNF Quality & Accountability	SNFL	16,673	0	0	0	16,673	0
<b>Ombudsman</b>	<b>Total Ombudsman</b>		191,184	0	0	0	191,184	0
<b>Congregate Nutrition</b>	Federal Title IIIC1	3C1L	105,790	0	0	0	105,790	0
<b>Congregate Nutrition</b>	General Fund C1	C1GL	44,008	0	0	0	44,008	0
<b>Congregate Nutrition</b>	General Fund C1- Augmentation	C1GL	87,557	0	0	0	87,557	0
<b>Congregate Nutrition</b>	NSIP C1	NC1L	15,001	0	0	0	15,001	0
<b>Congregate Nutrition</b>	<b>Total Congregate Nutrition</b>		252,356	0	0	0	252,356	0
<b>Home-Delivered Meals</b>	Federal Title IIIC2	3C2L	98,989	0	0	0	98,989	0
<b>Home-Delivered Meals</b>	General Fund C2	C2GL	530,975	0	0	0	530,975	0
<b>Home-Delivered Meals</b>	General Fund C2- Augmentation	C2GL	177,739	0	0	0	177,739	0
<b>Home-Delivered Meals</b>	NSIP C2	NC2L	25,999	0	0	0	25,999	0
<b>Home-Delivered Meals</b>	<b>Total Home Delivered Meals</b>		833,702	0	0	0	833,702	0
<b>Disease Prevention</b>	Federal Title IIID	3DFL	2,804	0	0	0	2,804	0
<b>Family Caregiver</b>	Federal Title IIIE	3EFL	19,761	0	0	0	19,761	0
<b>Elder Abuse Prevention</b>	Federal Title VII	7EFL	590	0	0	0	590	0
<b>Administration</b>	<b>Administration</b>	<b>APAD</b>	63,934	0	0	0	63,934	0
<b>Administration- Informat</b>	Federal Title IIIB	APAD	19,520	0	0	0	19,520	0
<b>Administration- Informat</b>	Federal Title IIIC1	APAD	18,678	0	0	0	18,678	0
<b>Administration- Informat</b>	Federal Title IIIC2	APAD	17,477	0	0	0	17,477	0
<b>Administration- Informat</b>	Federal Title IIIE	APAD	8,259	0	0	0	8,259	0
<b>Administration</b>	General Fund Baseline Administration	APGA	100,000	0	0	0	100,000	0
<b>Funding Summary</b>	<b>Federal Funds</b>		491,510	0	0	0	491,510	0
<b>Funding Summary</b>	<b>General Fund</b>		1,051,447	0	0	0	1,051,447	0
<b>Funding Summary</b>	<b>Public Health L &amp; C Program Fund</b>		3,510	0	0	0	3,510	0
<b>Funding Summary</b>	<b>State Health Facilities Citation Penalties Account</b>		1,233	0	0	0	1,233	0
<b>Funding Summary</b>	<b>SNF Quality &amp; Accountability</b>		16,673	0	0	0	16,673	0
<b>All Funds</b>	<b>Grand Total - All Funds</b>		<b>1,564,373</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,564,373</b>	<b>0</b>

**Comments:**

*The maximum amount allowed to be transferred from Administration to Title IIIE is:* **8,259**

The minimum General Fund to be expended for State Match in Title III is: **17,931**

CFDA NUMBER	Year	Award #	Award Name
93.041	2022	2201CAOAEA-01	Older American Act Title VII- Elder Abuse Prevention
93.042	2022	2201CAOAOA-01	Older American Act Title VII- Ombudsman
93.043	2022	2201CAOAPH-01	Older American Act Title III- Preventive Health
93.044	2022	2201CAOASS-01	Older American Act Title III- Supportive Services
93.045	2022	2201CAOACM-01	Older American Act Title III- Congregate Meals
93.045	2022	2201CAOAH-01	Older American Act Title III- Home-Delivered Meals
93.052	2022	2201CAOAF-01	Older American Act Title III- Family Caregivers
93.053	2022	2201CAOANS-01	Older American Act Nutrition Services Incentive Program

State Funds must be expended by 6/30/23 and final expenditures reported in closeout by 7/31/23.  
 Federal Funds must be reported in closeout by 7/31/23. Once closeouts are processed, CDA will determine the amount that can be carried over into next year's contract.  
 Transfers based on the original contract are due with the submission of the AP 2223 Original Budget and final transfers are due by 1/15/23.  
 The minimum General Fund State Match in Cell H48 does not take into account other program income that may increase that amount of minimum match required.

ARTICLE I. PROGRAM DEFINITIONS

A. Definitions Specific to Title III and Title VII Programs

1. **Caregiver Assessment** means a defined process of gathering information to identify the specific needs, barriers to carrying out caregiving responsibilities, and existing supports of a family caregiver or older relative caregiver, as identified by the caregiver involved, to appropriately target recommendations for support services described in section 373(b). Such assessment shall be administered through direct contact with the caregiver, which may include contact through a home visit, the Internet, telephone, or teleconference, or in-person interaction. [OAA §372(a)(1)]
2. **Child** means an individual who is not more than eighteen (18) years of age.
3. **Coordination** means activities that involve the active participation of the Area Agency on Aging (AAA) staff to include liaison with non-Older Americans Act (OAA) funded agencies and organizations for the purpose of avoiding duplication, improving services, resolving problems related to service delivery, and addressing the service needs of the eligible service population.
4. **Eligible Service Population for Title III B and D** means individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with Limited English Proficiency (LEP), and older individuals residing in rural areas. [OAA § 305 (a)(2)(E); 22 CCR 7119, 7125, 7127, 7130, 7135 and 7638.7]
5. **Eligible Service Population for Title III C-1 and C-2** means individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with LEP, and older individuals residing in rural areas. [OAA § 305 (a)(2)(E); 22 CCR 7125, 7127, 7130, 7135]
  - a. Individuals eligible to receive a meal at a congregate nutrition site are:
    - i. Any older individual.
    - ii. The spouse of any older individual.
    - iii. A person with a disability, under age sixty (60) who resides in housing facilities occupied primarily by older individuals at which congregate nutrition services are provided.

ARTICLE I. PROGRAM DEFINITIONS (Continued)

- iv. A disabled individual who resides at home with and accompanies an older individual who participates in the program.
      - v. A volunteer under age sixty (60), if doing so will not deprive an older individual sixty (60) or older of a meal. [CCR 7636.9(b)(3); CCR 7638.7(b); and OAA 339(H)]
    - b. Individuals eligible to receive a home-delivered meal are individuals who are:
      - i. Frail as defined by 22 CCR 7119, homebound by reason of illness or disability, or otherwise isolated. (These individuals shall be given priority in the delivery of services.)  
  
[45 Code of Federal Regulations (CFR) 1321.69(a)].
      - ii. A spouse of a person defined in 22 CCR 7638.7(c)(2), regardless of age or condition, if an assessment concludes that is in the best interest of the homebound older individual.
      - iii. An individual with a disability who resides at home with older individuals, if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program.
- 6. **Eligible Service Population for Title III E** means an adult family member, or another individual, who is an informal provider of in-home and community care to an older individual or to an individual of any age with Alzheimer’s disease or a related disorder with neurological and organic brain dysfunction. [OAA § 302(3)]
- 7. **Older relative caregiver** means a caregiver who is –
  - a. Is age 55 or older; and
  - b. lives with, is the informal provider of in-home and community care to, and is the primary caregiver for, a child or an individual with a disability;
  - c. In the case of a caregiver for a child --
    - i. is the grandparent, step grandparent, or other relative (other than the parent) by blood, marriage, or adoption, of the child;

ARTICLE I. PROGRAM DEFINITIONS (Continued)

- ii. is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregivers of the child; and
- iii. has a legal relationship to the child, such as legal custody, adoption, or guardianship, or is raising the child informally
- d. In the case of a caregiver for an individual with a disability, is the parent, grandparent, or other relative by blood, marriage, or adoption, of the individual with a disability.

[OAA § 372(a)(3)]

- 8. **Indirect Costs** means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.
- 9. **Individual with a disability** The term “individual with a disability” means an individual with a disability, as defined in Section 3 of the Americans with Disabilities Act of 1990 (42 U.S.C. 12102), who is not less than age 18 and not more than age 59. [OAA § 372(a)(2)]
- 10. **In-kind Contributions** means the value of non-cash contributions donated to support the project or program (e.g., property, service, etc.).
- 11. **Matching Contributions** means local cash and/or in-kind contributions made by the Contractor, a subcontractor, or other local resources that qualify as match for the Contract funding.
- 12. **Non-Matching Contributions** means local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions (e.g., federal funds, overmatch, etc.).
- 13. **Nutrition Education** means an intervention targeting OAA participants and caregivers that uses information dissemination, instruction, or training with the intent to support food, nutrition, and physical activity choices and behaviors (related to nutritional status) in order to maintain or improve health and address nutrition-related conditions. Content is consistent with the Dietary Guidelines for Americans; is accurate, culturally sensitive, regionally appropriate, and considers personal preferences; and is overseen by a registered dietitian or individual of comparable expertise as defined in the OAA.



ARTICLE I. PROGRAM DEFINITIONS (Continued)

14. **Nutrition Services Incentive Program (NSIP)** means the program whose purpose is to provide incentives to encourage and reward effective performance by AAAs in the efficient delivery of nutritious meals to older individuals. The program consists of a cash allotment based on the ratio of the number of meals served by each Planning and Service Area (PSA) compared to the total number of meals served in the State in the prior-prior federal fiscal year.
15. **One-Time-Only Funds** means:
  - a. Titles III and VII federal funds allocated to the AAA in a State fiscal year that are not expended or encumbered for services and administration provided by June 30 of that fiscal year as reported to the California Department of Aging (CDA) in the Area Plan Financial Closeout Report. [22 CCR 7314(a)(6)]
  - b. Title III and VII federal funds recovered from an AAA as a result of a fiscal audit determination and resolution by CDA. [22 CCR 7314(a)(7)]
  - c. Supplemental Title III and Title VII program funds allocated by the Administration on Aging to CDA as a result of the federal reallocation process. [22 CCR 7314(a)(8)]
16. **Priority Services for Title III B** means those services associated with access to services (transportation, outreach, information and assistance, and case management); in-home services including supportive services such as respite and visiting, for families of older individuals who are victims of Alzheimer's disease and related disorders with neurological and organic brain dysfunction; and legal assistance.
17. **Priority Services for Title III E** means services provided to:
  - a. Caregivers who are older individuals with greatest social need, and older individuals with greatest economic need (with particular attention to low-income older individuals)
  - b. Older relative caregivers of children with severe disabilities, or individuals with disabilities who have severe disabilities. [OAA§373(c)(2)(A-B)]
  - c. Family caregivers who provide care for individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction. [OAA § 372(b)]

ARTICLE I. PROGRAM DEFINITIONS (Continued)

18. **Program Development** means activities that either establish a new service or expand or integrate existing services.
19. **Program Income** means revenue generated by the Contractor or the subcontractor from contract-supported activities and may include:
  - a. Voluntary contributions received from a participant or other party for services received.
  - b. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.
  - c. Royalties received on patents and copyrights from contract-supported activities.
  - d. Proceeds from the sale of goods created under CDA grant funds.
20. **Program Requirements** means Title III program requirements found in the OAA [42 USC 3001-3058]; [45 CFR 1321]; the California Code of Regulations [22 CCR 7000 et seq.]; and CDA Program Memoranda, and California Retail Food Code (CRFC).
21. **Title III B (Supportive Services)** means a variety of services including, but not limited to: personal care, homemaker, chore, adult day health care, case management, assisted transportation, transportation, legal assistance, information and assistance, outreach, outreach, services that promote or support social connectedness and reduce negative health effects associated with social isolation, and long-term care ombudsman advocacy, as defined in the Older Americans Act Performance System (OAAPS) categories and the National Ombudsman Reporting System (NORS). [OAA § 321(a)]
22. **Title III C-1 (Congregate Nutrition Services)** means nutrition services for older individuals in a congregate setting. Services include meals, nutrition education, nutrition risk screening, and opportunities for socialization. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the most current Dietary Guidelines for Americans (DGA). To be an eligible Title III C-1 congregate nutrition site, the site must meet all of the following criteria: [22 CCR 7638.7(a)]
  - a. Be open to the public. [45 CFR 1321.53(b)(3)]
  - b. Not means test. [OAA § 315(b)(3)]

ARTICLE I. PROGRAM DEFINITIONS (Continued)

- c. Provide participants the opportunity to make voluntary contributions and not deny service for not contributing to the cost of the service. [OAA § 315(b)(4); 22 CCR 7638.9]
  - d. Not receive funds from another source for the cost of the same meal, equipment, or services. [2 CFR 200.403(f); 45 CFR 75.403(f)]
- 23. **Title III C-2 (Home-Delivered Nutrition Services)** means nutrition services provided to homebound older individuals including meals, nutrition education, and nutrition risk screening.  
  
Each meal shall provide one-third (1/3) of the DRI and comply with the most current Dietary Guidelines for Americans.  
[22 CCR 7135, 22 CCR 7638.7(c)]
- 24. **Title III D (Health Promotion Evidence Based)** means disease prevention and health promotion programs that are based on scientific evidence and demonstrated through rigorous evaluation to be effective in improving the health of older adults. Title III D evidence-based health promotion programs include programs related to the prevention and mitigation of the effects of chronic diseases (including osteoporosis, hypertension, obesity, diabetes, and cardiovascular disease), infectious disease, and vaccine-preventable disease, and prevention of sexually transmitted diseases. Evidence-based services also include programs focused on alcohol and substance abuse reduction, chronic pain management, smoking cessation, weight loss and control, stress management, falls prevention, physical activity, and improved nutrition.  
[OAA 102 (14)(D)]
- 25. **Title III E Family Caregiver Support Program (FCSP) Categories** are:
  - a. Information Services
  - b. Access Assistance
  - c. Support Services
  - d. Respite Care
  - e. Supplemental Services[OAA 373(b)(1)(2)(3)(4)(5)]

## ARTICLE I. PROGRAM DEFINITIONS (Continued)

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

1. **Eligible Service Population** means individuals who are residents of long-term care facilities (i.e., nursing, skilled nursing, distinct part facilities, residential care facilities for the elderly, and other adult care homes similar to these facilities), hereinafter referred to as residents, regardless of their socio-economic status or area of residence. [OAA §§ 102(35), 321(a)(10), 711(6); Welf. & Inst. Code § 9701(b),(e)]
2. **Local Ombudsman Program Coordinator** means the individual selected by the Governing Board or Executive Director responsible for the Local Ombudsman Program and designated by the State Ombudsman to represent the Local Ombudsman Program and the Office of the State Long-Term Care Ombudsman. This individual manages the day-to-day operations of the Local Ombudsman Program, including implementation of federal and State requirements. [OAA § 712(a)(5)(A); Welf. & Inst. Code § 9701(d)]
3. **Local Ombudsman Program** means either a program of the AAA or its Subcontractor that is designated by the State Ombudsman to carry out the duties of the State Long-Term Care Ombudsman Program with respect to the Planning and Service Area. The selection is in accordance with policies and procedures established by the State Ombudsman and which meets the State Ombudsman's criteria for designation and concurrence. [OAA §§ 711(3), 712(a)(5)(A); 45 CFR 1324.1; Welf. & Inst. Code § 9701(a)]
4. **Office of the State Long-Term Care Ombudsman (OSLTCO)** means the office established by CDA to carry out the State Long-Term Care Ombudsman Program, both directly and by contract between CDA and the AAAs. As a program of CDA, OSLTCO is responsible for activities that promote the development, coordination, and utilization of Ombudsman services. OSLTCO establishes and maintains effective communication with programs that provide legal services for the elderly and advocacy services of a similar nature that receive funding or official designation from the State. OSLTCO analyzes data, monitors government actions, and provides recommendations pertaining to long-term care facilities and services. OSLTCO periodically updates training procedures for Local Ombudsman Programs and provides them with administrative and technical assistance. [OAA §§ 711(1), 712(a)(1), 712(h); 45 CFR 1324.1; Welf. & Inst. Code §§ 9710, 9716, 9717]

ARTICLE I. PROGRAM DEFINITIONS (Continued)

5. **Ombudsman Representative** means the volunteer or employee of the Local Ombudsman Program who is individually certified by the State Ombudsman in accordance with policies and procedures established by the State Ombudsman to serve as representative of the Office. [OAA §§ 711(5), 712(a)(5)(A); 45 CFR 1324.1; Welf. & Inst. Code § 9712.5]
  6. **State Long-Term Care Ombudsman Program** means the CDA program through which the functions and duties of OSLTCO are carried out, consisting of the State Ombudsman, OSLTCO headed by the State Ombudsman, and the representatives of the Office. [OAA § 712(a)(1)(B); 45 CFR 1324.1; Welf. & Inst. Code § 9700]
  7. **State Long-Term Care Ombudsman** hereinafter referred to as the **State Ombudsman** means the individual who heads OSLTCO and is responsible to personally, or through representatives of the Office, fulfill the functions, responsibilities and duties set forth in OAA § 712(a)(3) [OAA §§ 712(a)(2); 45 CFR 1324.1; Welf. & Inst. Code §§ 9701(f), 9711]
- C. Definitions Specific to Title VII-A (Allotments for Vulnerable Elder Rights Protection Activities – Programs for Prevention of Elder Abuse, Neglect, and Exploitation)
- Elder Abuse Prevention Programs** means activities to develop, strengthen, and carry out programs for the prevention, detection, assessment, and treatment of, intervention in, investigation of, and response to elder abuse, neglect, and exploitation (including financial exploitation). [OAA § 721]

ARTICLE II. SCOPE OF WORK

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

ARTICLE II. SCOPE OF WORK (Continued)

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

ARTICLE II. SCOPE OF WORK (Continued)

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

ARTICLE II. SCOPE OF WORK (Continued)

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



ARTICLE II. SCOPE OF WORK (Continued)

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

ARTICLE II. SCOPE OF WORK (Continued)

2. Ensure residents in the service area of the Local Ombudsman Program have regular, timely access to State Certified Ombudsman Representatives and timely responses to complaints and requests for assistance. [OAA § 712(a)(5)(B)(ii); 45 CFR 1324.19(a)(3); Welf. & Inst. Code § 9712.5(d)]
3. Identify, investigate, and seek to resolve complaints made by or on behalf of residents that relate to action, inaction, or decisions, that may adversely affect the health, safety, welfare, or rights of the residents. Regardless of the source of the complaint, Ombudsman representatives must act with appropriate consent and support and maximize resident participation in the process of resolving the complaint. [OAA § 712(a)(5)(B)(iii); 45 CFR 1324.19(a)(1), 1324.19(b); Welf. & Inst. Code §§ 9701(a), 9712.5(a)]
4. Identify, investigate, and seek to resolve complaints made by or on behalf of residents with limited or no decision-making capacity and who have no legal representative. If such a resident is unable to communicate consent to the Ombudsman representative, the Ombudsman representative shall seek evidence to indicate what outcome the resident would have communicated. In absence of evidence to the contrary, the Ombudsman representative shall assume that the resident wishes to have the resident's health, safety, welfare, and rights protected and work to accomplish that outcome. [OAA § 712(a)(5)(B)(vii); 45 CFR 1324.19(b)(2)(iii)]
5. Receive and investigate reports of suspected abuse, neglect and exploitation of elder or dependent adults occurring in long-term care facilities as defined in Welf. & Inst. Code § 15610.47. [Welf. & Inst. Code § 15630 et seq.]
6. Witness:
  - a. Advance health care directives for residents of skilled nursing facilities [Probate Code 4675]
  - b. Property transfers with a fair market value of more than \$100 from residents in long-term health care facilities to owners, employees, agents, or consultants of facilities and their immediate families or representatives of public agencies operating in facilities and members of their immediate families. [HSC § 1289]
7. Collect and submit data in accordance with the statewide uniform reporting system established by the State Ombudsman and the reporting provisions specified in Exhibit E of this Contract. [OAA § 712(c); Welf. & Inst. Code § 9716(a)].

ARTICLE II. SCOPE OF WORK (Continued)

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

ARTICLE II. SCOPE OF WORK (Continued)

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

ARTICLE II. SCOPE OF WORK (Continued)

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

ARTICLE I. FUNDS

A. Expenditure of Funds

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

In State:

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

Out of State:

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

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

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

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

B. Accountability for Funds

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

ARTICLE I. FUNDS (Continued)

2. Financial Management Systems

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

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

C. Unexpended Funds

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

D. Funding Contingencies

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

## ARTICLE I. FUNDS (Continued)

3. Limitation of State Liability

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

4. Funding Reduction(s)

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

E. Interest Earned

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



ARTICLE I. FUNDS (Continued)

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

ARTICLE II. BUDGET AND BUDGET REVISION

- A. The Contractor shall be compensated for expenses only as itemized in the approved Budget with the exception of line item budget transfers as noted in this Exhibit and shall not be entitled to payment for these expenses until this Agreement is approved and executed by CDA. The approved Budget is hereby incorporated by reference into this Agreement as a part of Exhibit B.
- B. The Budget must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. The Contractor's Budget shall include, at a minimum, the following items when reimbursable under this Agreement:
  1. Personnel Costs – annual FTE wage rates and personnel classifications together with the percentage of time to be charged, specified for each fund source.
  2. Fringe Benefits – specified for each fund source.
  3. Staff Travel – mileage reimbursement, lodging, per diem and other travel costs, specified for each fund source.
  4. Staff Training – attendance cost for necessary training, specified for each fund source.

## ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

5. Property/Equipment - detailed descriptions and unit costs, specified for each fund source.
  6. Supplies – to include items below the \$5,000 equipment threshold, specified for each fund source.
  7. Vendor/Consultant Agreements – specified for each fund source.
  8. Food – used in delivering Congregate and Home-Delivered Meals.
  9. Other – Facilities and other ordinary and necessary costs specified for each fund source.
  10. Allocated Direct Costs – requires submission of a Direct Cost Allocation Plan for prior approval.
  11. Subrecipient Contractor Services - summary costs for subcontracted programs specified for each fund source.
  12. Indirect Costs.
- C. The Contractor shall ensure that the Subcontractor shall submit a budget, which shall be incorporated by reference into the Subcontract and will have, at a minimum, the categories listed in Section B. above.
- D. Indirect Costs
1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment. Indirect costs shall not exceed 10% of the Contractor's MTDC per funding category.
  2. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate accepted by all federal awarding agencies or an allocation plan documenting the methodology used to determine the indirect costs.
  3. Indirect costs exceeding the ten percent (10%) maximum may be budgeted as in-kind for purposes of meeting matching requirements in Title III and VII programs only. Contractors must receive prior approval from federal awarding agency prior to budgeting the excess indirect costs as in-kind.

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

4. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: “Facilities” and “Administration.” “Facilities” is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. “Administration” is defined as general administration and general expenses such as the director’s office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of “Facilities” (including cross allocations from other pools, where applicable). [2 CFR 200.414(a)] [45 CFR 75.414(a)]

ARTICLE III. PROGRAM SPECIFIC FUNDS

A. Program Income

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

ARTICLE III. PROGRAM SPECIFIC FUNDS (Continued)

B. One-Time Only (OTO) Funds

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

C. Matching Contributions

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

1. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.

ARTICLE III. PROGRAM SPECIFIC FUNDS (Continued)

2. Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor or a subcontractor.
3. Matching contributions must be used for allowable costs in accordance with the OMB cost principles.

D. Area Plan Administration

Area Plan Administration is comprised of federal funds from Title III-B, III-C1, III-C2, and III-E as well as General Funds in no specific subcategory. Federal Area Plan Administration funding may be utilized on Area Plan administration, or program activities and services, or both. General Fund Area Plan Administrative funding must be utilized on Area Plan administration.

ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION

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

D. Line Item Budget Transfers

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

1. The Contractor may transfer any or all administrative funds into program without restrictions for each funding source – Title III B, C-1, C-2, & E. However, the Contractor shall not transfer funds designated for programs into administration line items.
2. The Contractor shall submit a revised budget to CDA when one or the cumulative line item budget transfers exceeds ten percent (10%) of the total budget for each funding source.

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

3. The Contractor shall maintain a written record of all budget changes and clearly document line item budget changes. The record shall include the date, amount and purpose of the transfer. This record shall be available to CDA upon request and shall be maintained in the same manner as all other financial records.
4. Final budget revision containing line item adjustments may be submitted as necessary, but no later than sixty (60) days prior to the ending date of the contract, and shall not include allocation transfers.

E. Allocation Transfers

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

F. Matching Requirements

1. The required minimum administration matching contributions for Title III B, not including Ombudsman, III C, & III E combined is twenty-five percent (25%).
2. The required minimum program matching contributions for Title III B, not including Ombudsman, and III C is ten percent (10%).
3. The required minimum program matching contributions for Title III E is twenty-five percent (25%).
4. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.

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

5. Program matching contributions for Title III B, not including Ombudsman, and III C can be pooled to meet the minimum requirement of ten percent (10%).
6. Matching contributions generated in excess of the minimum required are considered overmatch.
7. Program overmatch from Title III B or C can be used to meet the program match requirement for Title III E.
8. Of the total minimum match required for Title III at least twenty-five percent (25%) must be from local public agencies (e.g., city and county governments, school districts, special districts, and water districts).

G. Program Development or Coordination

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

H. Equipment

Equipment/Property with per unit cost over \$5,000 or any computing devices, regardless of cost requires justification from the Contractor and approval from CDA. To request approval for specific equipment items, requests with justifications shall be sent to [cdaequipment@aging.ca.gov](mailto:cdaequipment@aging.ca.gov). Such items must also be included in Contractor's approved Area Plan Budget. Please note an approved budget is not approval for equipment purchase.

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

ARTICLE V. PAYMENTS

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

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

## ARTICLE V. PAYMENTS (Continued)

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

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

- C. Payments will be made to reimburse expenditures reported unless contractor pre-selects an Advance method on CDA 122 at the time of contract execution.
- D. Contractor shall be charged \$75 per program fund source for expedited payments to recover the fees charged by the State Controller's Office. CDA may waive the fees on a case-by-case basis as appropriate.
- E. CDA may require financial reports more frequently than indicated above or with more detail (or both), upon written notice to the Contractor, until such time as CDA determines that the financial management standards are met.
- F. The funding balances for July 1 through September 30 will be determined from the Contractor's budget (CDA 122).
- G. The funding balances for October 1 through February 28 will be based on the contract budget display from the contract amendment until transfers are approved by Administration for Community Living.
- H. The funding balances for March 1<sup>st</sup> (or upon ACL approval whichever is the latter) through June 30<sup>th</sup>, will be based on the Contractor's final budget (CDA 122) (i.e., budget submitted with the contract amendment, the January 15<sup>th</sup> or April 30<sup>th</sup> budget).

## ARTICLE VI. CLOSEOUT

- A. The Area Plan Financial Closeout Report (CDA 180) and the Program Property Inventory Certification (CDA 9024) shall be submitted annually to the CDA Local Finance Bureau. All contractors are required to submit Closeout Reports as instructed by CDA.
- B. Federal funds will be reduced proportionately to maintain the required matching ratios if the Contractor fails to report sufficient match.
- C. During the review and approval of the closeout, administration costs will be increased to the total amount allocated before approving final costs for Program Development or Coordination activities.



ARTICLE VI. CLOSEOUT (Continued)

- D. Closeout reporting documents must be addressed to the CDA Local Finance Bureau.
- E. Final expenditures must be reported to CDA in accordance with the budget display in Exhibit B. If the expenditures reported by the Contractor exceed the advanced amount, CDA will reimburse the difference to the Contractor up to the contract amount. If the expenditures reported by the Contractor are less than the advanced amount, CDA will invoice the Contractor for the unspent funds.

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

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

A. General Definitions

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

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

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

B. Resolution of Language Conflicts

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

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

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

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

ARTICLE II. ASSURANCES

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

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

B. Subcontracts

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

C. Nondiscrimination

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

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

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

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

The Contractor shall, unless exempted, ensure compliance with the

ARTICLE II. ASSURANCES (Continued)

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

3. California Civil Rights Laws

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

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

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

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

D. Standards of Work

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

E. Conflict of Interest

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

ARTICLE II. ASSURANCES (Continued)

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

F. Covenant Against Contingent Fees

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

G. Payroll Taxes and Deductions

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

H. Facility Construction or Repair

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

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

ARTICLE II. ASSURANCES (Continued)

- c. Contract Work Hours and Safety Standards Act. [40 USC 3701 et seq.] [29 CFR 5, 6, 7, 8]
    - d. Executive Order 11246 of September 14, 1965, entitled “Equal Employment Opportunity” as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations. [41 CFR 60]
  - 2. Payments are not permitted for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner’s value of such property except where permitted by law and by CDA.
  - 3. When funding is provided for construction and non-construction activities, the Contractor must obtain prior written approval from CDA before making any fund or budget transfers between construction and non-construction.
- I. Contracts in Excess of \$100,000

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

  - 1. Clean Air Act, as amended. [42 USC 7401]
  - 2. Federal Water Pollution Control Act, as amended. [33 USC 1251 et seq.]
  - 3. Environmental Protection Agency Regulations. [40 CFR 29] [Executive Order 11738]
  - 4. State Contract Act [Cal. Pub. Con. Code §10295 et seq.]
  - 5. Unruh Civil Rights Act [Cal. Pub. Con. Code § 2010]
- J. Debarment, Suspension, and Other Responsibility Matters
  - 1. The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:
    - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
    - b. Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with

ARTICLE II. ASSURANCES (Continued)

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

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

K. Agreement Authorization

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



ARTICLE II. ASSURANCES (Continued)

L. Contractor's Staff

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

M. DUNS Number and Related Information

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

N. Corporate Status

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

ARTICLE II. ASSURANCES (Continued)

O. Lobbying Certification

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

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency; a Member of Congress; an officer or employee of Congress; or an employee of a Member of Congress; in connection with the awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
  3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all subcontractors shall certify and disclose accordingly.
  4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.
  5. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352.
  6. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- P. The Contractor and its Subcontractor/Vendors shall comply with Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."

ARTICLE III. AGREEMENT

A copy of this executed Agreement is on file and available for inspection at the California Department of Aging, 2880 Gateway Oaks Drive, Suite 200, Sacramento, California 95833.

ARTICLE IV. COMMENCEMENT OF WORK

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

ARTICLE V. SUBCONTRACTS

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

ARTICLE V. SUBCONTRACTS (Continued)

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

- H. The Contractor shall ensure that the Subcontractor will complete all reporting and expenditure documents requested by CDA. These reporting and expenditure documents shall be sent to the Contractor in a timely manner and at intervals as determined by CDA.
- I. The Contractor shall, prior to the awarding of a subcontract to any for-profit entity, submit the following to CDA for review and approval:
  - 1. The Request for Proposal (RFP) or Invitation for Bid.
  - 2. All bid proposals received.
  - 3. The proposal or bid evaluation documentation, along with the Contractor's rationale for awarding the subcontract to a for-profit entity. [22 CCR 7362]
  - 4. Description and documentation of dissemination of information concerning the RFP to elicit adequate competition. [22 CCR 7356]

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

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

ARTICLE V. SUBCONTRACTS (Continued)

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

ARTICLE VI. RECORDS

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

ARTICLE VI. RECORDS (Continued)

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

ARTICLE VII. PROPERTY

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

## ARTICLE VII. PROPERTY (Continued)

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

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

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

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

ARTICLE VII. PROPERTY (Continued)

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



ARTICLE VII. PROPERTY (Continued)

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

ARTICLE VIII. ACCESS

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

ARTICLE IX. MONITORING AND EVALUATION

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

ARTICLE X. AUDIT REQUIREMENTS

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

ARTICLE X. AUDIT REQUIREMENTS (Continued)

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

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

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

B. CDA Fiscal and Compliance Audits

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

ARTICLE X. AUDIT REQUIREMENTS (Continued)

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

California Department of Aging  
Attention: Audits Branch  
2880 Gateway Oaks Drive, Suite 200  
Sacramento, California 95833
    - b. The copy shall be submitted within thirty (30) days after receipt of the Auditor’s report or nine (9) months after the end of the audit period, whichever occurs first, or unless a longer period is agreed to in advance by the cognizant or oversight agency.
    - c. For purposes of reporting, the Contractor shall ensure that State-funded expenditures are displayed discretely along with the related federal expenditures in the single audit report’s “Schedule of Expenditures of Federal Awards” (SEFA) under the Catalog of Federal Domestic Assistance (CFDA) number.
    - d. For State contracts that do not have CFDA numbers, the Contractor shall ensure that the State-funded expenditures are discretely identified in the SEFA by the appropriate program name, identifying grant/contract number, and as passed through CDA.
  - 2. The Contractor shall perform a reconciliation of the “Financial Closeout Report” to the audited financial statements, single audit, and general ledgers. The reconciliation shall be maintained and made available for CDA review.
  - 3. Contract Resolution of Contractor’s Subrecipients

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

ARTICLE X. AUDIT REQUIREMENTS (Continued)

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

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

ARTICLE X. AUDIT REQUIREMENTS (Continued)

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

ARTICLE X. AUDIT REQUIREMENTS (Continued)

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

ARTICLE X. AUDIT REQUIREMENTS (Continued)

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

[2 CFR 200.425]

ARTICLE XI. INSURANCE

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

ARTICLE XI. INSURANCE (Continued)

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



ARTICLE XII. TERMINATION

A. Termination Without Cause

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

B. Termination for Cause

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

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

ARTICLE XII. TERMINATION (Continued)

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

C. Contractor's Obligation After Notice of Termination

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

The Contractor shall:

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

D. Effective Date

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

ARTICLE XII. TERMINATION (Continued)

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

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

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

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

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

G. In the Event of a Termination Notice

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

ARTICLE XIII. REMEDIES

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

ARTICLE XIV. DISSOLUTION OF ENTITY

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

ARTICLE XV. AMENDMENTS, REVISIONS OR MODIFICATIONS

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

ARTICLE XVI. NOTICES

- A. Any notice to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, overnight mail, postage prepaid, return receipt requested, provided the Contractor retains receipt, and shall be communicated as of actual receipt.
- B. Any notice given to CDA for the Contractor's change of legal name, main address, or name of the Director shall be completed by submitting a Std. 204 form to [AAAcontactinfo@aging.ca.gov](mailto:AAAcontactinfo@aging.ca.gov).
- C. All other notices with the exception of those identified in Section B of this Article shall be addressed to the California Department of Aging, AAA Based Teams, 2880 Gateway Oaks Drive, Suite 200, Sacramento, California, 95833. Notices mailed to the Contractor shall be to the address indicated on the coversheet of this Agreement.
- D. Either party may change its address by written notice to the other party in accordance with this Article.

ARTICLE XVII. DEPARTMENT CONTACT

- A. The name of CDA's contact to request revisions, waivers, or modifications affecting this Agreement, will be provided by the State to the Contractor upon full execution of this Agreement.
- B. Contractor shall submit to CDA changes to Contractor's legal name, main address, Director, or any key staff to be added or removed from the distribution list by submitting a Contact Report to [AAAcontactinfo@aging.ca.gov](mailto:AAAcontactinfo@aging.ca.gov). You may request the Contact Report by emailing [AAAcontactinfo@aging.ca.gov](mailto:AAAcontactinfo@aging.ca.gov).

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY

A. Information Assets

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

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

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

B. Encryption of Computing Devices

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

C. Disclosure

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

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

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

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

D. Security Awareness Training

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

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

E. Health Insurance Portability and Accountability Act (HIPAA)

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

F. Information Integrity and Security Statement

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

G. Security Incident Reporting

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

H. Security Breach Notifications

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

I. Software Maintenance

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

J. Electronic Backups

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

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

K. Provisions of this Article

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

ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA

A. Copyrights

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

B. Rights in Data

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



ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA (Continued)

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

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

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES

A. Needs Assessment

1. The Contractor shall conduct a cultural and linguistic group-needs assessment of the eligible client population in the Contractor's service area to assess the language needs of the population and determine what reasonable steps are necessary to ensure meaningful access to services and activities to eligible individuals. [22 CCR 98310, 98314]

The group-needs assessment shall take into account the following four (4) factors:

- a. Number or proportion of persons with Limited English Proficiency (LEP) eligible to be served or encountered by the program.
- b. Frequency with which LEP individuals come in contact with the program.
- c. Nature and importance of the services provided.
- d. Local or frequently used resources available to the Contractor.

This group-needs assessment will serve as the basis for the Contractor's determination of "reasonable steps" and provide documentary evidence of compliance with Cal. Gov. Code § 11135 et seq.; 2 CCR 11140, 2 CCR 11200 et seq., and 22 CCR98300 et seq.

2. The Contractor shall prepare and make available a report of the findings of the group-needs assessment that summarizes:

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)

- a. Methodologies used.
  - b. The linguistic and cultural needs of non-English speaking or LEP groups.
  - c. Services proposed to address the needs identified and a timeline for implementation. [22 CCR 98310]
3. The Contractor shall maintain a record of the group-needs assessment on file at the Contractor’s headquarters at all times during the term of this Agreement. [22 CCR 98310, 98313]

B. Provision of Services

1. The Contractor shall take reasonable steps, based upon the group-needs assessment identified in Section A of this Article, to ensure that “alternative communication services” are available to non-English speaking or LEP beneficiaries of services under this Agreement.  
[22 CCR 11162]
2. “Alternative communication services” include, but are not limited to, the provision of services and programs by means of the following:
  - a. Interpreters or bilingual providers and provider staff.
  - b. Contracts with interpreter services.
  - c. Use of telephone interpreter lines.
  - d. Sharing of language assistance materials and services with other providers.
  - e. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.
  - f. Referral to culturally and linguistically appropriate community service programs.
3. Based upon the findings of the group-needs assessment, the Contractor shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits and in-home visits.  
[22 CCR 11162]

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)

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

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

C. Compliance Monitoring

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

D. Notice to Eligible Beneficiaries of Contracted Services

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

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT

A. General Assurances

The Contractor shall assure that the following conditions are met:

1. Services are provided only to the defined Eligible Service Population.
2. If the Contractor makes any award of funds to a public or private nonprofit agency, for the following purposes: (1) acquiring, altering, leasing, or renovating a facility, including a mobile facility, for use as a multipurpose senior center or (2) constructing a facility, including a mobile facility, for use as a multipurpose senior center, the Contractor shall adhere to the program requirements and to 45 CFR 75.327(2), "Procurement Standards" (procurement by contractors and subcontractors for nonprofit organizations), and 45 CFR 75.327 (procurement for State and local governments), as applicable.
3. The Contractor shall comply with the standards and guidelines for procurement of supplies, equipment, construction, and services as provided in 45 CFR 75.328.
4. The Contractor assures that when an existing facility has been altered (with funds made available by this Agreement) and is used as a multipurpose senior center, the period of time in which such facility shall be used as a center is as follows:
  - a. Not less than three (3) years from the date the Agreement terminates, where the amount of the Agreement, including the non-federal share, does not exceed \$30,000.
  - b. If the Agreement amount exceeds \$30,000, the fixed period of time shall be not less than three (3) years from the date of Agreement plus one (1) year for each additional \$10,000, or part thereof, to a maximum of \$75,000.
  - c. For Agreement amounts which exceed \$75,000, the fixed period of time shall be no less than ten (10) years.
5. Any multipurpose senior center constructed with funds made available by this Agreement shall be used for that purpose for at least twenty (20) years after completion of that construction.
6. Any facility to be used as a senior center and acquired with funds made available by this Agreement shall be used for that purpose for at least ten (10) years from the date of acquisition.

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

7. Any agency awarded Title III funds for senior center acquisition or construction will have a completed and notarized Notice of Assurances to the State of California of the Use of Property and the United States' Right of Recapture (CDA 214) recorded with the County Recorder. The Contractor shall periodically validate continuing use of such facility as a senior center during the recapture period.
8. CDA will make funds available only for the support of activities specified in an approved and current Area Plan that is in compliance with State and federal laws and regulations.
9. The Contractor and/or Subcontractor shall make use of trained volunteers to expand the provision of FCSP activities in accordance with OAA § 373(d).
10. An individual's receipt of services under the In-Home Supportive Services Program shall not be the sole cause for denial of any services provided by the AAA or its subcontractors.
11. Funds made available under Title III E shall be budgeted and expended in accordance with the five federal support service components specified in OAA § 373(b), and distinguished between "caregiver" and "grandparent" support services, as required for Older Americans Act Performance System (OAAPS).
12. Funds made available under Title III E shall enable comprehensive and multifaceted systems of support services that include the five federal support service components for both "family caregiver" and "older relative caregiver" [OAA § 373(a)-(b)], unless the AAA has documented through the Area Plan process that one or more of these components is being addressed by other sources.
13. Funds made available under this Agreement shall supplement, and not supplant, any federal, State, or local funds expended by a State or unit of general purpose local government to provide Title III (excluding III E) and Title VII services.
14. Funds made available under Title III E shall supplement and not supplant other services that may directly or indirectly support unpaid caregiving, such as Medicaid waiver programs (e.g., the Multipurpose Senior Services Program, etc.) or other caregiver services such as those provided through the Department of Social Services' Kinship Support Service Programs,

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

the California Community Colleges’ Foster and Kinship Care Education Programs, the Department of Developmental Services’ Regional Centers, the California Caregiver Resource Centers, and other Title III funded providers.

15. The following closely related programs identified by CFDA number are to be considered as an “other cluster” for purposes of determining major programs or whether a program-specific audit may be elected. The Contractor shall identify the CFDA titles and numbers to the independent auditor conducting the organization’s single audit along with each of its subcontractors. The funding source (Federal Grantor) for the following programs is the U.S. Department of Health and Human Services, Administration for Community Living.

- |        |   |
|--------|---|
| 93.041 | Special Programs for the Aging-Title VII-A, Chapter 3 – Programs for Prevention of Elder Abuse, Neglect, and Exploitation (Title VII-A, Chapter 3).       |
| 93.042 | Special Programs for the Aging-Title III B & VII-A, Chapter 2 – Long-Term Care Ombudsman Services for Older Individuals (Title III B & VII-A, Chapter 2). |
| 93.043 | Special Programs for the Aging-Title III, Part D – Disease Prevention and Health Promotion Services<br><br>(Title III D).                                 |
| 93.044 | Special Programs for the Aging-Title III, Part B – Grants for Supportive Services and Senior Centers<br><br>(Title III B).                                |
| 93.045 | Special Programs for the Aging-Title III, Part C – Nutrition Services (Title III C).  |
| 93.052 | National Family Caregiver Support Program-Title III, Part E.  |
| 93.053 | Nutrition Services Incentive Program.   |

“Cluster of programs” means a grouping of closely-related programs that share common compliance requirements. The types of clusters of programs are research and development, student financial aid, and other clusters. “Other clusters” are defined by the consolidated CFR in the Compliance Supplement or as designated by a state for federal awards

## ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

provided to its subcontractors that meet the definition of “cluster of programs.” When designating an “other cluster,” a state shall identify the federal awards included in the cluster and advise the subcontractors of compliance requirements applicable to the cluster. A “cluster of programs” shall be considered as one program for determining major programs, as described in 45 CFR 75.525(a), whether a program-specific audit may be elected. [Federal Office of Management and Budget, [45 CFR 75 Requirements], Audits of States, Local Governments 45 CFR 75 Appendix V to part 75 F. 1., and Non-Profit Organizations 45 CFR 75 Appendix IV to part 75 C. 2.a.]

16. The Contractor assures that voluntary contributions shall be allowed and may be solicited in accordance with the following requirements [OAA § 315(b)]:
  - a. The Contractor or any subcontractors for any Title III or Title VII-A services shall not use means tests.
  - b. Any Title III or Title VII-A client that does not contribute toward the cost of the services received shall not be denied services.
  - c. Methods used to solicit voluntary contributions for Title III and Title VII-A services shall be non-coercive.
  - d. Each service provider will:
    - i. Provide each recipient with an opportunity to voluntarily contribute to the cost of the service.
    - ii. Clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary.
    - iii. Protect the privacy and confidentiality of each recipient with respect to the recipient’s contribution or lack of contribution; and
    - iv. Establish appropriate procedures to safeguard and account for all contributions.
    - v. Use all collected contributions to expand the services for which the contributions were given and to supplement (not supplant) funds received under this Act.

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

17. Any Title III and Title VII service shall not implement a Cost Sharing program unless approved by CDA.
18. The Contractor shall comply with OAA § 306(a)(17), which requires an AAA to include in its Area Plan information on how it will coordinate activities and develop long-range emergency preparedness plans with local and State emergency response agencies, relief organizations, local and State governments, the Local Ombudsman Program, and any other institutions that have responsibility for disaster relief service delivery.
19. The Contractor, at a minimum, shall identify and make contact with its local Office of Emergency Services (OES) to define their respective roles and responsibilities. This contact shall include a discussion of the types of clients served by the AAA and how OES will address their needs in the community.
20. The Contractor shall furnish annually, or whenever a change occurs, the name of its Disaster Coordinator to the CDA Disaster Coordinator.
21. The Contractor shall assure that its Information and Assistance staff have written procedures in place and are trained at least annually on how to handle emergencies. As specified in 22 CCR § 7547, the training shall consist of:
  - a. Familiarity with telephone numbers of fire, police, and ambulance services for the geographic area served by the provider. These telephone numbers shall be posted near the telephone for easy access when an emergency arises.
  - b. Techniques to obtain vital information from older individuals and persons with disabilities who require emergency assistance.
  - c. Making written emergency procedure instructions available to all staff who have contact with older individuals or persons with disabilities.
22. The Contractor shall not require proof of age, citizenship, or disability as a condition of receiving services.
23. The Contractor shall develop a policy and procedure to ensure that Title III C-1 and Title III C-2 meals are only received by eligible individuals.



ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

24. The Contractor shall annually assess each Title III C-2 client's nutrition risk using the Determine Your Nutritional Risk checklist published by the Nutrition Screening Initiative. [OAA § 339(2)(J); OAA § 207(a)(3)]
25. The Contractor shall assure that the following publication conditions are met:  
Materials published or transferred by the Contractor and financed with funds under this Agreement shall:
  - a. state, "The materials or product were a result of a project funded by a contract with the California Department of Aging".
  - b. give the name of the entity, the address, and telephone number at which the supporting data is available and
  - c. include a statement that, "The conclusions and opinions expressed may not be those of the California Department of Aging and that the publication may not be based upon or inclusive of all raw data."

B. Assurances Specific to the Ombudsman Program

The Contractor shall assure the following:

1. Long-Term Care Ombudsman funds from Title III B and VII – A, Chapter 2 shall be used exclusively for the Long-Term Care Ombudsman Program.
2. The Long-Term Care Program Coordinator shall establish and monitor the budget for the Program
3. Long-Term Care Ombudsman Services in the Planning and Service Area will be carried out by the agency that has been designated by the State Ombudsman to provide those services. [OAA § 712(a)(5)(A); 45 CFR 1324.13(c)]
4. The Local Ombudsman Program, its governing board members, representatives of the Local Ombudsman Program, OSLTCO, and members of their immediate families shall be free of actual and perceived conflicts of interest. [OAA § 712(f)(1)(B); 45 CFR 1324.21]
5. Representatives of the Local Ombudsman Program shall have unescorted, unhindered access to long-term care facilities and long-term care facility residents between the hours of 7:00 a.m. and 10:00 p.m., seven days a week. [OAA § 712(b)(1)(A); 45 CFR 1324.11(e)(2)(i); Welf. & Inst. Code § 9722(a); 22 CCR 8020(a)]. Authorization by the State Ombudsman is required for entry outside of these hours. [Welf. & Inst. Code § 9722(a); 22 CCR 8020(b)]

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

6. Representatives of the Local Ombudsman Program shall have access to the medical and personal records of residents with appropriate documentation of consent, or when authorized by the State Ombudsman, in accordance with policies developed by the State Ombudsman. [OAA § 712(b)(1)(B)] [45 CFR 1324.11(e)(2)(iv)] [Welf. & Inst. Code § 9724]
7. Representatives of the Local Ombudsman Program, upon request to a long-term care facility staff, shall be provided with a roster, census, or other list of the names and room numbers or room locations of all current residents. [Welf. & Inst. Code § 9722(d)]
8. Representatives of the Local Ombudsman Program shall not carry out the responsibilities of the Program until the State Ombudsman accepts them for certification. [OAA § 712(h)(6)(B); 45 CFR 1324.13(c)(3); Welf. & Inst. Code § 9719(a)]
9. All records and files maintained by the local Ombudsman Program relating to any complaint or investigation shall remain confidential unless disclosure is authorized by the resident, resident representative, State Ombudsman, or local Ombudsman Program Coordinator in compliance with OSLTCO policies and procedures. [OAA §§ 705(a)(6)(C); 712] [45 CFR 1324.11(e)(3); 1324.19(b)(6-9)] [Welf. & Inst. Code § 9725]
10. The Local Ombudsman Program shall enter into a Memorandum of Understanding (MOU) with the Legal Services Provider (LSP) which will address conflict of interest, provision of legal advice, procedures for referral, and other technical assistance. The LSP may assist the State in providing legal representation to the Program when an Ombudsman Representative has been subpoenaed or a suit or other legal action has been threatened or brought against the performance of the official duties of the Ombudsman Representative. [OAA § 712(h)(8); 45 CFR 1324.13(h)(10); Welf. & Inst. Code § 9717(c); Statewide Standards for Legal Assistance in California]
11. Each Local Ombudsman Program shall maintain a separate budget. The Local Ombudsman Program Coordinator shall be responsible for managing the day-to-day operation of the Program, including managing all paid staff and volunteers in the Program. The Local Ombudsman Coordinator shall determine budget priorities, develop or participate in budget preparation, and be informed of budget allocations by the Contractor specific to the Ombudsman Program. [45 CFR 1324.13(f)]

12. The Local Ombudsman Program Coordinator shall provide CDA with an organizational chart that includes:

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

- a. All local staff that are wholly or partly funded by Ombudsman Program resources.
- b. Their titles/roles within the Program.
- c. The number of hours per week charged to the Local Ombudsman Program for each position.

[45 CFR 1324.13(b),(c)]

- 13. The Local Ombudsman Program Coordinator shall attend OSLTCO New Coordinator Training when initially designated as coordinator and OSLTCO biannual training conferences. [45 CFR 1324.13(c)(2); Welf. & Inst. Code § 9719(a)(1)]
- 14. The Local Ombudsman Program Coordinator shall inform CDA/OSLTCO of issues with local Ombudsman Representatives, complex cases, situations with potential legal implications, changes in staffing, emerging regional issues with statewide impact, breaches of confidentiality, and conflict of interest issues. [45 CFR 1324.13(b),(c)]
- 15. Representatives of the Local Ombudsman Program shall conduct interviews/investigations in a confidential manner and the Program shall have office space and telecommunications that protect the confidentiality of all complaint-related communications and records. [OAA § 712(a)(3)(D); 45 CFR 1324.19(b)(2)(i); Welf. & Inst. Code §§ 9725; 15633(c)]
- 16. Each Local Ombudsman Program shall have information systems sufficient to run State-approved database systems and to receive and send confidential e-mail messages to and from CDA. [OAA § 712(c); 45 CFR 1324.13(d); Welf. & Inst. Code § 9716(a)]
- 17. The entity providing Ombudsman services must be insured or self-insured for professional liability covering all Ombudsman activities including, but not limited to, investigation of resident complaints.

C. Assurances Specific to Legal Service Providers (LSPs)

In accordance with OAA § 731, the Contractor shall assure that the following conditions are met:

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

1. LSPs will coordinate with State-designated providers of Long-Term Care Ombudsman services by developing and executing an MOU which will address conflict of interest, provision of legal advice, procedures for referral and other technical assistance.
2. LSPs may provide direct legal assistance to residents of the long-term care facilities where the clients are otherwise eligible and services are appropriate.
3. Where both legal and Ombudsman services are provided by the same agency, providers must develop and follow policies and procedures to protect the integrity, resources, and confidentiality of both programs.
4. LSPs may assist the State in providing legal representation to the Ombudsman Program when an Ombudsman or the program is named as a party or witness, in a subpoena, civil suit or other legal action challenging the performance of the official duties of the Ombudsman.
5. LSPs are to coordinate with the local Legal Services Corporation (LSC) program, if the provider is not an LSC-funded program.
6. LSPs are to coordinate with the network of other service providers, including but not limited to, other LSPs, Long-Term Care Ombudsman Programs, Health Insurance Counseling and Advocacy Programs, senior information and assistance, Adult Protective Services, law enforcement, case management services and focal points.
7. LSPs are to coordinate legal assistance activities with the statewide hotline and private Bar, including groups within the private Bar furnishing services to older individuals on a pro bono or reduced fee basis.
8. LSPs are to collect required data elements on legal services provided and report in CARS.
9. Waiver of this section of the Contract may be obtained from CDA pursuant to Exhibit D, Article XV of this Agreement entitled, Amendments, Revisions, or Modifications.

ARTICLE II. REPORTING PROVISIONS

- A. The Contractor shall submit program performance reports to the CDA Data Team for: Title III B, Title III C-1, Title III C-2, Title III D, Title III E, and Title VII-A Elder Abuse Prevention Programs in accordance with CDA requirements.  
[Welf. & Inst. Code § 9102 (a)(5)]

ARTICLE II. REPORTING PROVISIONS (Continued)

B. The Contractor shall have written procedures to assure that all submitted performance data is timely, complete, accurate, and verifiable.

1. Quarterly, the Contractor shall submit data reports for OAA-funded programs as follows:

Quarter	Reporting Period	Due Date
Quarter 1	July 1 - September 30	October 31
Quarter 2	October 1 - December 31	January 31
Quarter 3	January 1 - March 31	April 30
Quarter 4	April 1 - June 30	July 31

2. Annually, the Contractor shall submit performance reports as follows, or as instructed by CDA:

Reporting Period	Due Date
July 1 – June 30	September 30

3. For reports that will be submitted late, ten (10) calendar days prior to the report due date, the Contractor shall submit to the Data Team ([DataTeam.Reports@aging.ca.gov](mailto:DataTeam.Reports@aging.ca.gov)), a written explanation including the reasons for the delay and the estimated date of submission.

4. For web-based California Aging Report System (CARS) reports, the Contractor shall approve all data within ten (10) calendar days of receipt of notification of passed status. If data in the CARS report is not correct and approvable within ten (10) days, the Contractor will make a notation in the comments area of the CARS report and submit the data using the approved status button.

C. Reporting Requirements specific to Title III B, Title III C-1, Title III C-2, Title III D, Title III E, and Title VII-A Elder Abuse Prevention Program services

The Contractor shall submit program data reports electronically as follows:

1. Upload the OAAPS State Program Report (SPR) to CARS at <https://ca.getcare.com>.

ARTICLE II. REPORTING PROVISIONS (Continued)

2. Submit performance data reports quarterly.
  3. Submit OAAPS SPR reports annually.
- D. The Contractor shall verify the accuracy of all data submitted to CDA by reviewing and responding to the Annual Data Error Report in accordance with CDA requirements.
1. The Contractor shall, in accordance with CDA requirements, correct and/or explain all logic and questionable errors in the Annual Data Error Report.
    - a. The Contractor shall return the Annual Data Error Report to CDA, verifying that corrections have been made, via email to [DataTeam.Reports@aging.ca.gov](mailto:DataTeam.Reports@aging.ca.gov).
    - b. The Annual Data Error Reports are due to CDA by a date specified by CDA, which can vary from year to year.
  2. The Contractor shall review and verify all quarterly and annual OAAPS SPR data for accuracy and make necessary corrections, in accordance with CDA requirements.
- E. Reporting Provisions Specific to the Ombudsman Program
- The Contractor shall take the following actions, or shall require its Subcontractor, the Local Ombudsman Program, to enter data into the Internet-based National Ombudsman Reporting System (NORS) utilizing software provided by CDA, as required. NORS data entry must be timely, complete, accurate, and verifiable.
1. Data entry for quarterly NORS reports must be completed no later than one month following the end of the reporting quarter (i.e., October 31, January 31, April 30, and July 31). Upon request, aggregate data may be sent to the corresponding AAA.
  2. On or before the reporting dates, the Local Ombudsman Program must submit the Quarterly Ombudsman Data Reporting Form (OSLTCO S301), indicating that data for the quarter has been completed or the reason for any delay, to the OSLTCO mailbox ([stateomb@aging.ca.gov](mailto:stateomb@aging.ca.gov)) with a copy to the AAA.
- F. The Contractor shall have written reporting procedures specific to each program which include:

ARTICLE II. REPORTING PROVISIONS (Continued)

1. Collection and reporting of program data for the Contractor and Subcontractor.
  2. Ensuring accuracy of all data from the Contractor and Subcontractor.
  3. Verification of the Contractor and Subcontractor data prior to submission to the CDA Data Team.
  4. Procedures for the Contractor and Subcontractor on correcting data errors.
  5. A methodology for calculating and reporting:
    - a. Total estimated unduplicated clients in each non-registered service.
    - b. Total estimated unduplicated clients in all non-registered services.
    - c. Total estimated unduplicated clients across all registered and non-registered services.
  6. A performance data monitoring process.
- G. The Contractor shall orient and train staff and Subcontractor staff regarding program data collection and reporting requirements. The Contractor shall have cross-trained staff in the event of planned or unplanned, prolonged absences to ensure timely and accurate submission of data.
- H. Reporting Provisions Specific to Title VII-A, Chapter 3 Elder Abuse Prevention
1. The Contractor shall complete and submit the Elder Abuse Prevention Quarterly Activity Report (CDA 1037) to the OSLTCO mailbox ([stateomb@aging.ca.gov](mailto:stateomb@aging.ca.gov)) on the following reporting due dates:

Quarter	Reporting Period	Due Date
Quarter 1	July 1 - September 30	October 31
Quarter 2	October 1 - December 31	January 31
Quarter 3	January 1 - March 31	April 30
Quarter 4	April 1 - June 30	July 31

2. The Contractor shall also enter the quarterly aggregate number of “Elder Abuse Prevention, Education and Training Sessions” and “Elder Abuse Prevention Educational Materials” into CARS on a quarterly basis.



ARTICLE II. REPORTING PROVISIONS (Continued)

3. The Contractor shall also report in CARS the total Elder Abuse Prevention, Education and Training sessions and Elder Abuse Prevention, Education Materials from the Elder Abuse Prevention Quarterly Activity Report.

ARTICLE III. APPEAL PROCESS

- A. The Contractor may appeal an adverse determination as defined in 22 CCR 7702 using the appeal process established by CDA in 22 CCR 7700 through 7710.  
  
Such appeal shall be filed within thirty (30) days of receipt of CDA's notice of adverse determination.
- B. Subcontractors of the Contractor may appeal the Contractor's final adverse determination relating to Title III and Title VII programs using the appeal process established in 22 CCR 7700 to 7710.
- C. Any dispute regarding an existing direct service contract or the procurement of the direct service contract shall be resolved locally, consistent with W&I § 9535(k), and as specified in the procurement documents and contracts of the Contractor.
- D. Appeal costs or costs associated with any court review are not reimbursable.

ARTICLE IV. TRANSITION PLAN

- A. The Contractor shall submit a transition plan to the State within fifteen (15) days of delivery of a written Notice of Termination (pursuant to Exhibit D, Article XII. of this Agreement) for a service funded either by Title III or Title VII. The transition plan must be approved by the State and shall at a minimum include the following:
  1. A description of how clients will be notified about the change in their service provider.
  2. A plan to communicate with other organizations that can assist in locating alternative services.
  3. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals.
  4. A plan to evaluate clients in order to assure appropriate placement.
  5. A plan to transfer any confidential medical and client records to a new contractor.

ARTICLE IV. TRANSITION PLAN (Continued)

6. A plan to dispose of confidential records in accordance with applicable laws and regulations.
  7. A plan for adequate staff to provide continued care through the term of the Contract. [22 CCR 7206(e)(4)]
  8. A full inventory and plan to dispose of, transfer, or return to the State all equipment purchased during the entire operation of the Contract.
  9. Additional information as necessary to effect a safe transition of clients to other community service providers.
- B. The Contractor shall implement the transition plan as approved by the State. The State will monitor the Contractor's progress in carrying out all elements of the transition plan.
- C. If the Contractor fails to provide and implement a transition plan as required by Exhibit D, Article XII. of this Agreement, the Contractor will implement a transition plan submitted by CDA to the Contractor following the Notice of Termination.

ARTICLE V. OBLIGATIONS UPON TERMINATION SPECIFIC TO THE OMBUDSMAN PROGRAM

- A. Transition of Local Ombudsman Services
1. The Contractor shall, upon receipt of notice of intent to terminate Ombudsman services by the subcontractor, notify the State Ombudsman in writing, within one (1) working day of the receipt of the notice.
  2. The Contractor shall, upon notice of termination, implement one of the following options to ensure continuity of Ombudsman services in accordance with federal and State mandates:
    - a. Continue the provision of mandated Ombudsman services as a subcontract with a provider selected in response to a Request for Proposal (RFP). CDA shall allow the Contractor up to one hundred eighty (180) days to transition services to a new subcontractor.
    - b. Continue the provision of mandated Ombudsman services as a direct service of the Contractor. CDA shall allow the Contractor up to one hundred eighty (180) days to transition services from the Subcontractor to the Contractor.

ARTICLE V. OBLIGATIONS UPON TERMINATION SPECIFIC TO THE OMBUDSMAN PROGRAM (Continued)

B. Transition Plan

1. The Contractor shall submit a Transition Plan to the State Ombudsman within fifteen (15) days from the occurrence of any of the following:
  - a. The Contractor's receipt of written notice of the Subcontractor's intent to terminate Ombudsman services.
  - b. The Contractor's written notice to the Subcontractor of its intent to terminate the subcontract for Ombudsman services.
  - c. The Contractor's receipt of written notice of CDA's intent to terminate the Contract for Ombudsman services.
  - d. The Transition Plan shall be submitted to:

CDA OSLTCO  
2880 Gateway Oaks Drive, Suite 200  
Sacramento, CA 95833  
Attn: State Ombudsman
2. The Contractor shall identify in the Transition Plan which option it has chosen to ensure that there will be no break in continued services, based on the following:
  - a. Continue the mandated Ombudsman provisions as a direct service of the Contractor, utilizing experienced State Certified Ombudsman Representatives and a local Program Coordinator selected by the Contractor and designated by the State Ombudsman to represent the Local Ombudsman Program.
  - b. Continue the mandated Ombudsman provisions as a subcontracted service with a subsequent provider selected in response to an RFP and designated by the State Ombudsman to carry out Ombudsman duties with respect to the PSA.
3. The Transition Plan shall, at a minimum, include the following:
  - a. Details of how the Contractor shall maintain an adequate level of State Certified Ombudsman Representatives to ensure continuity of services during the transition to a subsequent Local Ombudsman Program.

ARTICLE V. OBLIGATIONS UPON TERMINATION SPECIFIC TO THE OMBUDSMAN PROGRAM (Continued)

- b. Details of how the Contractor shall notify all the impacted facilities and community referral sources of the change in the parties providing Local Ombudsman Program services.
  - c. Details of how the Contractor shall deliver to the subsequent Local Ombudsman Program, a full inventory of updated confidential client records, public facility records, and records documenting Ombudsman certification and training.
  - d. A description of how the subsequent Local Ombudsman Program will be assisted in assessing the status of all active clients' records at the point of transfer to ensure timely continuation of Ombudsman services.
  - e. A description of how residents and their families will be notified about the changes in their Ombudsman services provider.
- C. The Contractor shall implement the Transition Plan as approved by the State Ombudsman. The State Ombudsman will monitor the Contractor's progress in carrying out all elements of the Transition Plan.
- D. If the Contractor fails to provide and implement the Transition Plan as required above, the Contractor agrees to implement a Transition Plan submitted by the State Ombudsman to the Contractor. This Transition Plan may utilize State Certified Ombudsman Representatives from either the terminating Subcontractor or from a neighboring Local Ombudsman Program.

# Contractor Certification Clauses

CCC 04/2017

## CERTIFICATION

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

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

By (Authorized Signature)

Printed Name and Title of Person Signing

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

## CONTRACTOR CERTIFICATION CLAUSES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

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

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

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

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

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

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

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

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

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

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

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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





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

**ACKNOWLEDGE:**

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

**MEET THE FOLLOWING REQUIREMENTS:**

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

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



**CERTIFY:**

To protect PSCI information by:

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

Meets the encryption requirements in Exhibit D Article 18:

Is in full compliance with the 128 Encryption requirements.

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

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

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Contractor/Vendor Printed Name and Title

---

Contractor/Vendor Signature

---

Date

---

CDA Program/Project

---

Contract Number

STATE OF CALIFORNIA  
 CALIFORNIA DEPARTMENT OF AGING  
**CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION**  
 CDA 9026 (NEW 04/2018)



Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS**: For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES**: For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

**CERTIFICATION**

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.	
Contractor Name (Printed):	Federal ID Number:
By (Authorized Signature):	
Printed Name and Title of Person Signing:	
Date Executed:	Executed in the County and State of:
Indicate all California Department of Aging contracts your organization participates in:	
Area Plan (AP)	Financial Alignment (FA)
HICAP (HI)	MIPPA (MI)
MSSP (MS)	SNAP-Ed (SP)
Title V (TV)	

STATE OF CALIFORNIA  
 CALIFORNIA DEPARTMENT OF AGING  
**CONTRACT SUMMARY OF CHANGES**  
 CDA 9008 (NEW 6/16)

**Program:** Area Plan \_\_\_\_\_  
**Contract Number:** AP-2223 \_\_\_\_\_  
**Contract Term:** 7/1/22 – 6/30/23 \_\_\_\_\_

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change
Exhibit A, Article I, Section A, Item 2	Child means an individual who is not more than eighteen (18) years of age or who is an individual with a disability. [OAA § 372(a)(1)]	Child means an individual who is not more than eighteen (18) years of age. <del>or who is an individual with a disability. [OAA § 372(a)(1)]</del>	Current language does not match the OAA definition of child.
Exhibit A, Article I, Section A, Item 13	Current language does not exist	<b>13. Nutrition Education</b> means an intervention targeting OAA participants and caregivers that uses information dissemination, instruction, or training with the intent to support food, nutrition, and physical activity choices and behaviors (related to nutritional status) in order to maintain or improve health and address nutrition-related conditions. Content is consistent with the Dietary Guidelines for Americans; is accurate, culturally sensitive, regionally appropriate, and considers personal preferences; and is overseen by a registered dietitian or individual of comparable expertise as defined in the OAA.	Nutrition education is referenced in Exhibit A, Article 1, A, (Title III C-1 and title III C-2) and should be defined. Definition is consistent with the New State Program Reporting (SPR) Data Elements Definition. (subsequent sections are renumbered)
Exhibit A, Article I, Section A, Item 20	<b>20. Title III B (Supportive Services)</b> means a variety of services including, but not limited to: personal care, homemaker, chore, adult day health care, case management, assisted transportation, transportation, legal assistance, information and assistance, outreach, outreach, services that promote or support social connectedness and	<b>21. Title III B (Supportive Services)</b> means a variety of services including, but not limited to: personal care, homemaker, chore, adult day health care, case management, assisted transportation, transportation, legal assistance, information and assistance, outreach, outreach, services that promote or support social	OAAPS is the name of the new system that CDA reports into for ACL, NAPIS has been replaced. Functionally nothing has changed for the

STATE OF CALIFORNIA  
 CALIFORNIA DEPARTMENT OF AGING  
**CONTRACT SUMMARY OF CHANGES**  
 CDA 9008 (NEW 6/16)

Program: Area Plan \_\_\_\_\_  
 Contract Number: AP-2223 \_\_\_\_\_  
 Contract Term: 7/1/22 – 6/30/23 \_\_\_\_\_

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change
	<p>reduce negative health effects associated with social isolation, and long-term care ombudsman advocacy, as defined in the <del>National Aging Programs Information Systems (NAPIS)</del> categories and the National Ombudsman Reporting System (NORS). [OAA § 321(a)]</p>	<p>connectedness and reduce negative health effects associated with social isolation, and long-term care ombudsman advocacy, as defined in the <b>Older Americans Act Performance System (OAAPS)</b> categories and the National Ombudsman Reporting System (NORS). [OAA § 321(a)]</p>	<p>AAA's. (renumbered due to additional definition listed above)</p>
<p>Exhibit A, Article 1, Section A, Item 21 (new 22)</p>	<p><b>21. Title III C-1 (Congregate Nutrition Services)</b> means nutrition services for older individuals in a congregate setting. Services include meals, nutrition <del>and health promotion</del> education, <del>health promotion programs,</del> nutrition risk screening, and opportunities for socialization. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the most current Dietary Guidelines for Americans (DGA). To be an eligible Title III C-1 congregate nutrition site, the site must meet all of the following criteria: [22 CCR 7638.7(a)]</p>	<p><b>22. III C-1 (Congregate Nutrition Services)</b> means nutrition services for older individuals in a congregate setting. Services include meals, nutrition education, nutrition risk screening, and opportunities for socialization. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the most current Dietary Guidelines for Americans (DGA). To be an eligible Title III C-1 congregate nutrition site, the site must meet all of the following criteria: [22 CCR 7638.7(a)]</p>	<p>Remove “health promotion” which could be confused with IIIB or IIID activities.</p>
<p>Exhibit A, Article 1, Section A, Item 22 (new 23)</p>	<p><b>22. Title III C-2 (Home-Delivered Nutrition Services)</b> means nutrition services provided to homebound older individuals including meals, nutrition <del>and health promotion</del> education, and nutrition risk screening.</p>	<p><b>23. Title III C-2 (Home-Delivered Nutrition Services)</b> means nutrition services provided to homebound older individuals including meals, nutrition education, and nutrition risk screening.</p>	<p>Remove “health promotion” which could be confused with IIIB or IIID activities.</p>
<p>Exhibit A, Article 1,</p>	<p><b>23. Title III D (Disease Prevention and Health Promotion Services)</b></p>	<p><b>24. Title III D (Health Promotion Evidence-Based)</b></p>	<p>Program name change is consistent</p>

STATE OF CALIFORNIA  
 CALIFORNIA DEPARTMENT OF AGING  
**CONTRACT SUMMARY OF CHANGES**  
 CDA 9008 (NEW 6/16)

**Program:** Area Plan \_\_\_\_\_  
**Contract Number:** AP-2223 \_\_\_\_\_  
**Contract Term:** 7/1/22 – 6/30/23 \_\_\_\_\_

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change
Section A, Item 23			with changes to the Title III New SPR/OAAPS
Exhibit A, Article 1, Section D.	<p><del>D. <u>Definitions Specific to Title III C-1 and C-2 (augmentation funding to provide nutrition services to address the unmet need in California.)</u></del></p> <p><del>1. <b>Meal Goal</b> means the number of meals the Contractor will provide to eligible clients. These meals may be provided through the Title III C-1 Congregate Meal program or the Title III C-2 Home Delivered Meal program.</del></p> <p><del>2. <b>Unduplicated Client Goal</b> means the number of new eligible clients the contractor will provide nutrition services to via the Title III C-1 or the Title III C-2 program.</del></p> <p><del>3. <b>Wait List</b> means a list of potential Title III C-2 clients, established and maintained by the Contractor and/or subcontractor, after the Contractor and/or subcontractor has reached its capacity.</del></p>	Remove section.	Meal goals, unduplicated client goals, and wait list reporting for nutrition augmentation funding will not be implemented due to the pandemic and new supplemental funding sources.
Exhibit A, Article II, Section A, Item 28	Current language does not exist	28. <b>Title IIIC meals are compliant with the <a href="#">Older Californians Nutrition Program Menu Guidance</a></b>	Specify that Title IIIC meals must be in compliance with the OCNP Menu Guidance. (subsequent sections are renumbered)

STATE OF CALIFORNIA  
 CALIFORNIA DEPARTMENT OF AGING  
**CONTRACT SUMMARY OF CHANGES**  
 CDA 9008 (NEW 6/16)

**Program:** Area Plan \_\_\_\_\_  
**Contract Number:** AP-2223 \_\_\_\_\_  
**Contract Term:** 7/1/22 – 6/30/23 \_\_\_\_\_

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change
Exhibit B, Article II, Section D, Item 1.	1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment.	1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment. <b>Indirect costs shall not exceed 10% of the Contractor's MTDC per funding category.</b>	Clarification
Exhibit B Article IV, Section H.	H. <u>Equipment</u> Equipment /Property with per unit cost over \$5,000 or any computing devices, regardless of cost requires justification from the Contractor and approval from CDA and must be included in its approved Area Plan Budget.	H. <u>Equipment</u> Equipment /Property with per unit cost over \$5,000 or any computing devices, regardless of cost requires justification from the Contractor and approval from CDA. <b>To request approval for specific equipment items, requests with justifications shall be sent to <a href="mailto:cdaequipment@aging.ca.gov">cdaequipment@aging.ca.gov</a>.</b> Such items must also be included in Contractor's approved Area Plan Budget. <b>Please note an approved budget is not approval for equipment purchase.</b>	Clarification that an approved budget with equipment is not an approval of that equipment purchase.
Exhibit B, Article IV, Section I	I. The Title IIIC nutrition augmentation funding may be transferred between General Fund C1 and General Fund C2 as needed to provide services <del>to meet unduplicated client and meal goals.</del> The funding must not be transferred to other programs or be used to supplant other program funding, including the Federal Title IIIC1 and Federal Title IIIC2.	I. The Title IIIC nutrition augmentation funding may be transferred between General Fund C1 and General Fund C2 as needed to provide services. The funding must not be transferred to other programs or be used to supplant other program funding, including the Federal Title IIIC1 and Federal Title IIIC2.	Unduplicated client and meal goals related to nutrition augmentation will not be implemented.

STATE OF CALIFORNIA  
 CALIFORNIA DEPARTMENT OF AGING  
**CONTRACT SUMMARY OF CHANGES**  
 CDA 9008 (NEW 6/16)

**Program:** Area Plan \_\_\_\_\_  
**Contract Number:** AP-2223 \_\_\_\_\_  
**Contract Term:** 7/1/22 – 6/30/23 \_\_\_\_\_

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change
Exhibit B, Article VI, Section A.	A. The Area Plan Financial Closeout Report (CDA 180) and the Program Property Inventory Certification (CDA 9024) shall be submitted annually to the CDA <del>Fiscal Team</del> . All contractors are required to submit Closeout Reports as instructed by CDA.	A. The Area Plan Financial Closeout Report (CDA 180) and the Program Property Inventory Certification (CDA 9024) shall be submitted annually to the CDA <b>Local Finance Bureau</b> . All contractors are required to submit Closeout Reports as instructed by CDA.	Name change of the unit within CDA which processes closeouts.
Exhibit B, Article VI, Section D	D. Closeout reporting documents must be addressed to the CDA <del>Fiscal Team</del> .	D. Closeout reporting documents must be addressed to the CDA <b>Local Finance Bureau</b> .	Name change of the unit within CDA which processes closeouts.
Exhibit D, Article V, Section I, Item 4	4. No current language.	I. The Contractor shall, prior to the awarding of a subcontract to any for-profit entity, submit the following to CDA for review and approval: <ol style="list-style-type: none"> <li>1. The Request for Proposal (RFP) or Invitation for Bid.</li> <li>2. All bid proposals received.</li> <li>3. The proposal or bid evaluation documentation, along with the Contractor's rationale for awarding the subcontract to a for-profit entity. [22 CCR 7362]</li> <li>4. <b>Description and documentation of dissemination of information concerning the RFP to elicit adequate competition.</b> [22 CCR 7356]</li> </ol>	Information regarding the AAA's RFP publicity is necessary to evaluate if the RFP process was equitable.



STATE OF CALIFORNIA  
 CALIFORNIA DEPARTMENT OF AGING  
**CONTRACT SUMMARY OF CHANGES**  
 CDA 9008 (NEW 6/16)

**Program:** Area Plan \_\_\_\_\_  
**Contract Number:** AP-2223 \_\_\_\_\_  
**Contract Term:** 7/1/22 – 6/30/23 \_\_\_\_\_

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change
Exhibit D, Article VI, Section A	<p>A. The Contractor shall maintain complete records which shall include, but not be limited to, accounting records, contracts, agreements, a reconciliation of the “Financial Closeout Report” (CDA Closeout) to the audited financial statements, single audit report, and general ledgers, and a summary worksheet identifying the results of performing an audit resolution of its subcontractors in accordance with Article X. of this Exhibit. This includes the following: Letters of Agreement, insurance documentation, memorandums and/or Letters of Understanding, patient or client records, and electronic files of its activities and expenditures hereunder in a form satisfactory to CDA. All records pertaining to this Agreement must be made available for inspection and audit by the State or its duly authorized agents, at any time during normal business hours.</p>	<p>A. The Contractor shall maintain complete records which shall include, but not be limited to, accounting records, contracts, agreements, a reconciliation of the “Financial Closeout Report” (CDA Closeout) to the audited financial statements, single audit report, and general ledgers, and a summary worksheet identifying the results of performing an audit resolution of its subcontractors in accordance with Article X. of this Exhibit. This includes the following: Letters of Agreement, insurance documentation, memorandums and/or Letters of Understanding, patient or client records, and electronic files of its activities and expenditures hereunder in a form satisfactory to CDA. All records pertaining to this Agreement must be made available for inspection and audit by the State or its duly authorized agents, at any time during normal business hours. <b>The reconciliation of the CDA Closeout to the Contractor general ledger must be submitted with the CDA Closeout package.</b></p>	<p>To improve submission timeliness and rates of the reconciliation.</p>
Exhibit E, Article I,	<p>11. Funds made available under Title III E shall be budgeted and expended in accordance with the five federal support</p>	<p>11. Funds made available under Title III E shall be budgeted and expended in accordance with the five federal support</p>	<p>OAAPS is the name of the new system that CDA reports into</p>

STATE OF CALIFORNIA  
 CALIFORNIA DEPARTMENT OF AGING  
**CONTRACT SUMMARY OF CHANGES**  
 CDA 9008 (NEW 6/16)

**Program:** Area Plan \_\_\_\_\_  
**Contract Number:** AP-2223 \_\_\_\_\_  
**Contract Term:** 7/1/22 – 6/30/23 \_\_\_\_\_

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change
Section A, Item 11	service components specified in OAA § 373(b), and distinguished between “caregiver” and “grandparent” support services, as required for <del>NAPIS</del> .	service components specified in OAA § 373(b), and distinguished between “caregiver” and “grandparent” support services, as required for <b>the Older Americans Act Performance System (OAAPS)</b> .	for ACL, NAPIS has been replaced. Functionally nothing has changed for the AAA’s.
Exhibit E, Article I, Section A, Item 18	18. The Contractor shall comply with OAA § 306(a)(17), which requires an AAA to include in its Area Plan information on how it will coordinate activities and develop long-range emergency preparedness plans with local and State emergency response agencies, relief organizations, local and State governments, and any other institutions that have responsibility for disaster relief service delivery.	18. The Contractor shall comply with OAA § 306(a)(17), which requires an AAA to include in its Area Plan information on how it will coordinate activities and develop long-range emergency preparedness plans with local and State emergency response agencies, relief organizations, local and State governments, <b>the Local Ombudsman Program</b> , and any other institutions that have responsibility for disaster relief service delivery.	Draws specificity to including Local Ombudsman Programs in this requirement
Exhibit E, Article I, Section B, Item 1 & Item 2	None – New Items #1 and #2 are inserted, subsequent Items are renumbered (starting at #3).	<ol style="list-style-type: none"> <li>1. <b>Long-Term Care Ombudsman funds from Title III B and VII – A, Chapter 2 shall be used exclusively for the Long-Term Care Ombudsman Program.</b></li> <li>2. <b>The Long-Term Care Program Coordinator shall establish and monitor the budget for the Program</b></li> </ol>	Specifying and clarifying the purpose of LTCO funding and the role of coordinators in budget development
Exhibit E, Article II, Section C, Item 1	1. Upload the <del>NAPIS</del> State Program Report (SPR) to CARS at <a href="https://ca.getcare.com">https://ca.getcare.com</a> .	1. Upload the <b>OAAPS</b> State Program Report (SPR) to CARS at <a href="https://ca.getcare.com">https://ca.getcare.com</a> .	OAAPS is the name of the new system that CDA reports into for ACL, NAPIS has

STATE OF CALIFORNIA  
 CALIFORNIA DEPARTMENT OF AGING  
**CONTRACT SUMMARY OF CHANGES**  
 CDA 9008 (NEW 6/16)

**Program:** Area Plan \_\_\_\_\_  
**Contract Number:** AP-2223 \_\_\_\_\_  
**Contract Term:** 7/1/22 – 6/30/23 \_\_\_\_\_

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change
			been replaced. Functionally nothing has changed for the AAA's.
Exhibit E, Article II, Section C, Item 3	3. Submit <del>NAPIS</del> SPR reports annually.	3. Submit <b>OAAPS</b> SPR reports annually.	OAAPS is the name of the new system that CDA reports into for ACL, NAPIS has been replaced. Functionally nothing has changed for the AAA's.
Exhibit E, Article II, Section D, Item 2	2. The Contractor shall review and verify all quarterly and annual <del>NAPIS</del> SPR data for accuracy and make necessary corrections, in accordance with CDA requirements.	2. The Contractor shall review and verify all quarterly and annual <b>OAAPS</b> SPR data for accuracy and make necessary corrections, in accordance with CDA requirements.	OAAPS is the name of the new system that CDA reports into for ACL, NAPIS has been replaced. Functionally nothing has changed for the AAA's.
Exhibit E, Article II, Section E	E. <u>Reporting Provisions Specific to the Ombudsman Program</u>  The Contractor shall take the following actions, or shall require its Subcontractor, the Local Ombudsman Program, to enter data into the Internet-based NORS utilizing software provided by CDA, as required. NORS data entry must be timely, complete, accurate, and verifiable.	E. <u>Reporting Provisions Specific to the Ombudsman Program</u>  The Contractor shall take the following actions, or shall require its Subcontractor, the Local Ombudsman Program, to enter data into the Internet-based <b>National Ombudsman Reporting System (NORS)</b> utilizing software provided by CDA, as	Clarifying acronym

STATE OF CALIFORNIA  
 CALIFORNIA DEPARTMENT OF AGING  
**CONTRACT SUMMARY OF CHANGES**  
 CDA 9008 (NEW 6/16)

**Program:** Area Plan \_\_\_\_\_  
**Contract Number:** AP-2223 \_\_\_\_\_  
**Contract Term:** 7/1/22 – 6/30/23 \_\_\_\_\_

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change
		required. NORS data entry must be timely, complete, accurate, and verifiable.	
Exhibit E, Article II, I	<p><del>Reporting Provisions Specific to Title III C-2</del>  <del>The contractor shall provide quarterly data about their Title III C-2 Wait List(s), using a template provided by CDA, via email to CDANutritionandHealthPromotion@aging.ca.gov. The categories may include, but are not limited to the following:</del></p> <ul style="list-style-type: none"> <li><del>• Number of unduplicated clients on the Wait List</del></li> <li><del>• Number of unduplicated clients removed from the Wait List</del></li> <li><del>• Number of new unduplicated clients added to the Wait List</del></li> </ul>	Remove section.	Wait list reporting for nutrition augmentation funding will not be implemented at this time due to the pandemic and new supplemental funding sources.

**AREA PLAN BUDGET DISPLAY**  
**Exhibit B, Attachment 1- BUDGET DISPLAY**  
**Fiscal Year 2022-23 (Federal Fiscal Years 2022 & 2023)**  
**County of Inyo**  
**12 months (July 1, 2022 - June 30, 2023)**

Program	Fund Type	Project Number	Baseline	Adjustments	Transfers	OTO	Updated Total	Net Change
<b>Supportive Services</b>	Federal Title IIIB	3BSL	100,042	0	0	0	100,042	0
<b>Ombudsman</b>	Federal Title IIIB	3BOL	23,483	0	0	0	23,483	0
<b>Ombudsman</b>	Federal Title VIIa	7OFL	35,117	0	0	0	35,117	0
<b>Ombudsman</b>	General Fund IIIB	B1GL	65,538	0	0	0	65,538	0
<b>Ombudsman</b>	General Fund IIIB- Augmentation	B1GL	45,630	0	0	0	45,630	0
<b>Ombudsman</b>	Public Health L & C Program Fund	LCPF	3,510	0	0	0	3,510	0
<b>Ombudsman</b>	State Health Facilities Citation Penalties Account	SDFL	1,233	0	0	0	1,233	0
<b>Ombudsman</b>	SNF Quality & Accountability	SNFL	16,673	0	0	0	16,673	0
<b>Ombudsman</b>	<b>Total Ombudsman</b>		191,184	0	0	0	191,184	0
<b>Congregate Nutrition</b>	Federal Title IIIC1	3C1L	105,790	0	0	0	105,790	0
<b>Congregate Nutrition</b>	General Fund C1	C1GL	44,008	0	0	0	44,008	0
<b>Congregate Nutrition</b>	General Fund C1- Augmentation	C1GL	87,557	0	0	0	87,557	0
<b>Congregate Nutrition</b>	NSIP C1	NC1L	15,001	0	0	0	15,001	0
<b>Congregate Nutrition</b>	<b>Total Congregate Nutrition</b>		252,356	0	0	0	252,356	0
<b>Home-Delivered Meals</b>	Federal Title IIIC2	3C2L	98,989	0	0	0	98,989	0
<b>Home-Delivered Meals</b>	General Fund C2	C2GL	530,975	0	0	0	530,975	0
<b>Home-Delivered Meals</b>	General Fund C2- Augmentation	C2GL	177,739	0	0	0	177,739	0
<b>Home-Delivered Meals</b>	NSIP C2	NC2L	25,999	0	0	0	25,999	0
<b>Home-Delivered Meals</b>	<b>Total Home Delivered Meals</b>		833,702	0	0	0	833,702	0
<b>Disease Prevention</b>	Federal Title IIID	3DFL	2,804	0	0	0	2,804	0
<b>Family Caregiver</b>	Federal Title IIIE	3EFL	19,761	0	0	0	19,761	0
<b>Elder Abuse Prevention</b>	Federal Title VII	7EFL	590	0	0	0	590	0
<b>Administration</b>	<b>Administration</b>	<b>APAD</b>	63,934	0	0	0	63,934	0
<b>Administration- Informat</b>	Federal Title IIIB	APAD	19,520	0	0	0	19,520	0
<b>Administration- Informat</b>	Federal Title IIIC1	APAD	18,678	0	0	0	18,678	0
<b>Administration- Informat</b>	Federal Title IIIC2	APAD	17,477	0	0	0	17,477	0
<b>Administration- Informat</b>	Federal Title IIIE	APAD	8,259	0	0	0	8,259	0
<b>Administration</b>	General Fund Baseline Administration	APGA	100,000	0	0	0	100,000	0
<b>Funding Summary</b>	<b>Federal Funds</b>		491,510	0	0	0	491,510	0
<b>Funding Summary</b>	<b>General Fund</b>		1,051,447	0	0	0	1,051,447	0
<b>Funding Summary</b>	<b>Public Health L &amp; C Program Fund</b>		3,510	0	0	0	3,510	0
<b>Funding Summary</b>	<b>State Health Facilities Citation Penalties Account</b>		1,233	0	0	0	1,233	0
<b>Funding Summary</b>	<b>SNF Quality &amp; Accountability</b>		16,673	0	0	0	16,673	0
<b>All Funds</b>	<b>Grand Total - All Funds</b>		<b>1,564,373</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,564,373</b>	<b>0</b>

**Comments:**

*The maximum amount allowed to be transferred from Administration to Title IIIE is:* **8,259**

The minimum General Fund to be expended for State Match in Title III is: **17,931**

CFDA NUMBER	Year	Award #	Award Name
93.041	2022	2201CAOAEA-01	Older American Act Title VII- Elder Abuse Prevention
93.042	2022	2201CAOAOA-01	Older American Act Title VII- Ombudsman
93.043	2022	2201CAOAPH-01	Older American Act Title III- Preventive Health
93.044	2022	2201CAOASS-01	Older American Act Title III- Supportive Services
93.045	2022	2201CAOACM-01	Older American Act Title III- Congregate Meals
93.045	2022	2201CAOAH-01	Older American Act Title III- Home-Delivered Meals
93.052	2022	2201CAOAF-01	Older American Act Title III- Family Caregivers
93.053	2022	2201CAOANS-01	Older American Act Nutrition Services Incentive Program

**Exhibit B - Budget Detail, Payment Provisions, and Closeout**

**AREA PLAN  
Budget Display  
Fiscal Year 2022-23**

**Eastern Sierra Area Agency on Aging**

	OTO-SN		Inyo County	Mono County	FY 21/22	FY 22/23	FY 21/22	FY 22/23	Net Change	
	Baseline	Total			Inyo Baseline Allocations	Inyo Difference	Mono Baseline Allocations	Mono Difference		
<b>Supportive Services</b>										
Legal	20,000	20,000	20,000	-	20,000	-	-	-	-	
0.2 I&A	15,798	15,798	15,798	-	15,630	168	-	-	168	
0.15 Transportation (80/20)	11,848	11,848	9,479	2,370	9,378	101	2,344	26	126	
0.6 Assisted Transportation (86/14)	47,394	47,394	40,759	6,635	40,325	434	6,565	70	504	
0.05 Telephone Reassurance	5,002	5,002	5,002	-	4,960	42	-	-	42	
Total Supportive Services	100,042	-	100,042	91,037	9,005	90,293	744	8,909	96	840
<b>Ombudsman</b>										
Federal Title IIIB	23,483	23,483	23,483	-	23,565	(82)	-	-	(82)	
Federal Title VII Ombudsman	35,117	35,117	35,117	-	35,242	(125)	-	-	(125)	
General Fund IIIB	111,168	111,168	111,168	-	112,227	(1,059)	-	-	(1,059)	
Public Health L & C Program	3,510	3,510	3,510	-	3,574	(64)	-	-	(64)	
State Health Facilities Citation	1,233	1,233	1,233	-	1,222	11	-	-	11	
SNF Quality & Accountability	16,673	16,673	16,673	-	16,975	(302)	-	-	(302)	
Total Ombudsman	191,184	-	191,184	191,184	-	192,805	(1,621)	-	-	(1,621)
<b>Congregate Nutrition (84/16)</b>										
Federal Title IIIC1	105,790	105,790	88,864	16,926	104,454	(15,590)	19,896	(2,970)	(18,560)	
General Fund C1	131,565	131,565	110,515	21,050	126,346	(15,831)	24,066	(3,016)	(18,847)	
NSIP C1	15,001	15,001	12,601	2,400	9,514	3,087	1,812	588	3,675	
Total Congregate Nut	252,356	-	252,356	211,979	40,377	240,314	(28,335)	45,774	(5,397)	(33,732)
<b>Home-Delivered Meals (80/20)</b>										
Federal Title IIIC2	98,989	98,989	79,191	19,798	80,495	(1,304)	20,124	(326)	(1,630)	
General Fund C2	708,714	708,714	566,971	141,743	279,229	287,742	69,807	71,936	359,678	
NSIP C2	25,999	25,999	20,799	5,200	17,218	3,581	4,304	896	4,477	
Total Home Delivered	833,702	-	833,702	666,962	166,740	376,942	290,020	94,235	72,505	362,525
<b>Disease Prevention</b>										
Federal Title IIID	2,804	2,804	2,804	-	2,694	110	-	-	110	
Total Disease Preven	2,804	-	2,804	2,804	-	2,694	110	-	-	110
<b>Family Caregiver</b>										
Federal Title IIIE	19,761	19,761	19,761	-	18,978	783	-	-	783	
Total Family Caregive	19,761	-	19,761	19,761	-	18,978	783	-	-	783
<b>Elder Abuse</b>										
Federal Title VII Elder Abuse Pre	590	590	590	-	568	22	-	-	22	
Total Elder Abuse	590	-	590	590	-	568	22	-	-	22
<b>Administration</b>										
Federal Title IIIB, C1, C3 & E	63,934	63,934	63,934	-	63,242	692	-	-	692	
General Fund	100,000	100,000	100,000	-	-	100,000	-	-	100,000	
Total Administration	163,934	-	163,934	163,934	-	63,242	100,692	-	-	100,692
<b>Grand Total - All Funds</b>	<b>1,564,373</b>	<b>-</b>	<b>1,564,373</b>	<b>1,348,251</b>	<b>216,122</b>	<b>985,836</b>	<b>362,415</b>	<b>148,918</b>	<b>67,204</b>	<b>429,619</b>
<b>Funding Summary</b>										
Federal Funds	491,510	-	491,510	438,181	53,329	446,263	(8,082)	55,045	(1,716)	(9,798)
General Fund	1,051,447	-	1,051,447	888,654	162,793	517,802	370,852	93,873	68,920	439,772
Public Health L & C Program	3,510	-	3,510	3,510	-	3,574	(64)	-	-	(64)
SNF Quality & Accountability	16,673	-	16,673	16,673	-	16,975	(302)	-	-	(302)
Special Deposit	1,233	-	1,233	1,233	-	1,222	11	-	-	11
Total	1,564,373	-	1,564,373	1,348,251	216,122	985,836	362,415	148,918	67,204	429,619

**AREA PLAN**  
**Budget Display**  
**Fiscal Year 2022/23**  
**County of Inyo**  
**Eastern Sierra Agency on Aging**

FY 22/23 Baseline Allocations				
	Baseline	OTO & Spec. Nut	Inyo County	Mono County
<b>Supportive Services</b>				
Legal	20,000	-	20,000	0
<b>0.2</b> I&A	15,798		15,798	0
<b>0.15</b> Transportation (80/20)	11,848		9,479	2,370
<b>0.6</b> Assisted Transportation (86/14)	47,394		40,759	6,635
<b>0.05</b> In Home	5,002		5,002	-
Total Supportive Services	100,042	-	91,037	9,005
<b>Congregate Nutrition (84/16)</b>				
Federal Title IIIC1	105,790		88,864	16,926
General Fund C1	131,565		110,515	21,050
NSIP C1	15,001		12,601	2,400
Total Congregate Nutrition	252,356	-	211,979	40,377
<b>Home-Delivered Meals (80/20)</b>				
Federal Title IIIC2	98,989		79,191	19,798
General Fund C2	708,714		566,971	141,743
NSIP C2	25,999		20,799	5,200
Total Home Delivered Meals	833,702	-	666,962	166,740
<b>Grand Total - All Funds</b>	1,186,100	-	969,978	216,122
<b>Funding Summary</b>				
Federal Funds	345,821	-	292,492	53,329
State General Fund	840,279	-	677,486	162,793
	1,186,100	-	969,978	216,122



# County of Inyo



## Health & Human Services - Health/Prevention

### CONSENT - ACTION REQUIRED

**MEETING:** June 7, 2022

**FROM:** Melissa Best-Baker

**SUBJECT:** Approval of contract between the County of Inyo and Harshwal & Company

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**RECOMMENDED ACTION:**

Request Board approve the contract between the County of Inyo and Harshwal & Company from July 1, 2022 to June 30, 2024 for auditing services in an amount not to exceed \$22,000, contingent upon the approval of future budgets, and authorize Chairperson to sign.

**SUMMARY/JUSTIFICATION:**

The Inyo County Children and Families Commission (First 5 Inyo County) is required by law to have an annual independent audit. Inyo First 5 released an Audit RFP in 2015/16 and this vendor received the highest rating by the review committee. State First 5 has been looking at the requirement for each county to do individual audits and is considering a statewide approach or even a small county approach. We are requesting to continue with this contractor until changes are made by the State First 5.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose to not approve this contract, which would mean that First 5 Inyo would likely struggle to find another qualified independent auditor willing to travel to Inyo and complete the work by the October deadline.

**OTHER AGENCY INVOLVEMENT:**

None

**FINANCING:**

100% State Funding. This contract will be budgeted in First Five (643000) in Professional Services (5265). No County General Funds.

**ATTACHMENTS:**

1. Harshwal Contract
2. HCLLP - Insurance Certificate 2022-23
3. HCLLP - Professional Liability Insurance



**APPROVALS:**

Melissa Best-Baker  
Darcy Ellis  
Melissa Best-Baker  
Anna Scott  
Marilyn Mann  
John Vallejo  
Amy Shepherd  
Marilyn Mann

Created/Initiated - 5/14/2022  
Approved - 5/18/2022  
Approved - 5/30/2022  
Approved - 5/31/2022  
Approved - 6/1/2022  
Approved - 6/1/2022  
Approved - 6/1/2022  
Final Approval - 6/1/2022

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Harshwal & Company LLP  
FOR THE PROVISION OF auditing SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the auditing services of Harshwal & Company LLP of Oakland, California hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

The Contractor shall furnish to the County, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

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

**2. TERM.**

The term of this Agreement shall be from July 1, 2022 to June 30, 2024 unless sooner terminated as provided below.

**3. CONSIDERATION.**

A. Compensation. County shall pay to Contractor the sum total of Twenty-two thousand \_\_\_\_\_ Dollars and no \_\_\_\_\_ cents (\$22,000.00) for performance of all of the services and completion of all of the work described in Attachment A.

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

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

D. Limit Upon Amount Payable Under Agreement. The total sum of all payments made by the County to Contractor for all services and work to be performed under this Agreement shall not exceed Twenty-two thousand \_\_\_\_\_ Dollars and no \_\_\_\_\_ cents (\$22,000.00) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and Payment. Contractor shall submit to the County, upon completion of all services and work set forth in Attachment A, an itemized statement of all services and work performed by Contractor pursuant to this Agreement. This statement will identify the date on which the services were performed and describe the nature of the services and work which was performed on each day. Upon receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State Taxes.

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

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

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

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

**4. WORK SCHEDULE.**

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

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

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

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

**6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.**

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

**7. COUNTY PROPERTY.**

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

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

**8. INSURANCE.**

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

**9. STATUS OF CONTRACTOR.**

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

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

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

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

**10. DEFENSE AND INDEMNIFICATION.**

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

**11. RECORDS AND AUDIT.**

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of

this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

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

## **12. NONDISCRIMINATION.**

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

## **13. ASSIGNMENT.**

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

## **14. DEFAULT.**

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

## **15. WAIVER OF DEFAULT.**

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty one (21) below.

## **16. 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.

**17. CONFLICTS.**

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

**18. POST AGREEMENT COVENANT.**

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

**19. SEVERABILITY.**

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

**20. FUNDING LIMITATION.**

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-one (21) (Amendment).

**21. AMENDMENT.**

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

**22. NOTICE.**

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

County of Inyo  
Health & Human Services Department  
P.O. Drawer H Address  
Independence, CA 93526 City and State

Contractor:

Harshwal & Company LLP Name  
266 17th Street, Suite 200 Address  
Oakland, CA 94612-4124 City and State

**23. ENTIRE AGREEMENT.**

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

# #

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Harshwal & Company LLP  
FOR THE PROVISION OF auditing \_\_\_\_\_ SERVICES**

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

**COUNTY OF INYO**

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

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

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

**CONTRACTOR**

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

Sanwar Harshwal  
Type or Print Name

Dated: May 19, 2022

APPROVED AS TO FORM AND LEGALITY:

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

APPROVED AS TO ACCOUNTING FORM:

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

APPROVED AS TO PERSONNEL REQUIREMENTS:

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

APPROVED AS TO INSURANCE REQUIREMENTS:

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



**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Harshwal & Company LLP  
FOR THE PROVISION OF auditing SERVICES**

**TERM:**

**FROM:** July 1, 2022

**TO:** June 30, 2024

**SCOPE OF WORK:**

The Contractor shall perform an annual independent financial statement and compliance audit of First 5 Inyo County for fiscal year 2021/2022 and 2022/2023 as mandated by section 130140 of the State of California Health and Safety Code, which shall be carried out according to the standards and procedures from administering the California Children and Families Act as determined by the California State Controller.

The Contractor shall also draft an audit report:

\*Determining that the established contracting and procurements policies and operations follow paragraph 40 of the subdivision (d) of the California Health and Safety Code section 130140, and ensure that the Commission's grants and contracts are consistent with the Commission's strategic plan.

\*Determine the established administrative cost functions and monitoring process per State Commission's guidelines.

\*Determine conflict of interest policies and procedures adopted pursuant to the California Health and Safety code section 130140, and local statutes.

\*Determine that the Commission created and adopted a long range financial plan in public hearing.

\*Determine that the financial condition of the Commission was communicated as required by law.

\*Document the Commission's program and evaluation expenditure amounts and results.

\*Determine the established salaries and benefits policies pursuant to paragraph (6) of subdivision (d) of the California Health and Safety Code 130140.

Said audit report will be completed for approval by the First 5 Inyo Commission by September 25th. An electronic version of the report shall be made available by the Contractor.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Harshwal & Company LLP  
FOR THE PROVISION OF auditing SERVICES**

**TERM:**

**FROM:** July 1, 2022 **TO:** June 30, 2024

**SEE ATTACHED INSURANCE PROVISIONS**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/13/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> CAMICO SERVICES INC/PHS 57141555 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	<b>CONTACT NAME:</b> PHONE (866) 467-8730 (A/C, No, Ext):		FAX (888) 443-6112 (A/C, No):
	<b>E-MAIL ADDRESS:</b>		
		<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC#</b>
<b>INSURED</b> HARSHWAL & COMPANY, LLP. 11405 W BERNARDO CT STE A SAN DIEGO CA 92127	<b>INSURER A :</b> Sentinel Insurance Company Ltd.		11000
	<b>INSURER B :</b> Hartford Fire and Its P&C Affiliates		00914
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
	<b>INSURER F :</b>		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability			57 SBA BM7653	05/12/2022	05/12/2023	EACH OCCURRENCE	\$2,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence)				\$1,000,000	
			MED EXP (Any one person)				\$10,000	
			PERSONAL & ADV INJURY				\$2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COMP/OP AGG	\$4,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			57 SBA BM7653	05/12/2022	05/12/2023	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
			BODILY INJURY (Per person)					
			BODILY INJURY (Per accident)					
			PROPERTY DAMAGE (Per accident)					
	<b>UMBRELLA LIAB EXCESS LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	
							AGGREGATE	
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			57 WEC AG8JZ9	07/21/2021	07/21/2022	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER
			E.L. EACH ACCIDENT				\$1,000,000	
			E.L. DISEASE -EA EMPLOYEE				\$1,000,000	
			E.L. DISEASE - POLICY LIMIT				\$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

**CERTIFICATE HOLDER**

Harshwal and Company LLP  
 11405 W BERNARDO CT STE A  
 SAN DIEGO CA 92127

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Susan L. Castaneda*

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/25/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> CAMICO Insurance Services 1800 Gateway Drive, Suite 300 San Mateo, CA 94404	<b>CONTACT NAME:</b> Amber Hattendorf <b>PHONE (A/C, No, Ext):</b> 800-652-1772 <b>E-MAIL ADDRESS:</b> AHattendorf@camico.com	<b>FAX (A/C, No):</b> 800-227-2090	
	<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURED</b> HARSHWAL & COMPANY LLP 16870 W. Bernardo Dr., Ste 250 San Diego, CA 92127	<b>INSURER A:</b> Great Divide Insurance Company		<b>NAIC #</b> 25224
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			CAB201933	7/1/2021	7/1/2022	Per Claim/Aggregate \$2,000,000/ \$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Should any of the above described policies be canceled before the expiration date thereof, CAMICO will mail 30 days written notice to the certificate holder.

**CERTIFICATE HOLDER****CANCELLATION**

HARSHWAL & COMPANY LLP 16870 W. Bernardo Dr., Ste 250 San Diego, CA 92127	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# County of Inyo



## Health & Human Services - Health/Prevention

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** June 7, 2022

**FROM:** Melissa Best-Baker

**SUBJECT:** Amendment No. 1 to agreement between the County of Inyo and California Department of Health Care Services

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**RECOMMENDED ACTION:**

Request Board: A) ratify and approve Amendment No. 1 to Agreement No. 20-10008 between the County of Inyo and California Department of Health Care Services, for the contract period of July 1, 2020 through June 30, 2023 for the maximum amount of the agreement reimbursement of \$600,000, for approved Medi-Cal Administrative Activities; and B) authorize the HHS Director to sign the Standard Agreement, California Civil Rights Laws Certification, Medi-Cal Disclosure Statement, and Contractor Certification Clause 307.

**SUMMARY/JUSTIFICATION:**

This is an amendment to the agreement between the County of Inyo and California Department of Health Care Services (DHCS). This agreement allows DHCS to reimburse Inyo County for approved Medi-Cal Administrative Activities (MAA) up to an amount of \$600,000. The funds reimbursed through the MAA/TCM billing process are used to support the services/programs that provide these reimbursable activities.

The changes made include: alternate contract language for clarification purposes, updating existing exhibits and adding new exhibits. All changes are highlighted in the exhibits.

There are currently five active claiming units in Inyo County: First Five, Public Health, Probation, ReEntry and the MAA Coordination Unit. To continue to obtain reimbursement for MAA activities, the County must authorize execution of the agreement with DHCS/MAA division.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The County can choose not to sign the Agreement and operate all of the above programs without the augmentation from MAA funding.

**OTHER AGENCY INVOLVEMENT:**

California Department of Health Care Services, First 5 and Probation

**FINANCING:**

Federal funding. These funds are deposited into the HHS Suspense Trust (505104) and then distributed to the appropriate budgets. No County General Funds.

**ATTACHMENTS:**

1. Civil Rights Laws Certification
2. Contractor Certification Clause
3. Exhibits
4. Agreement Continuation
5. CDHC Agreement

**APPROVALS:**

Melissa Best-Baker	Created/Initiated - 5/19/2022
Darcy Ellis	Approved - 5/19/2022
Anna Scott	Approved - 5/19/2022
Marilyn Mann	Approved - 5/19/2022
Melissa Best-Baker	Approved - 5/26/2022
John Vallejo	Approved - 5/26/2022
Amy Shepherd	Approved - 5/26/2022
Marilyn Mann	Final Approval - 5/27/2022

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS**: For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES**: For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

**CERTIFICATION**

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Proposer/Bidder Firm Name (Printed)	Federal ID Number
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By (Authorized Signature)

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Printed Name and Title of Person Signing

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Executed in the County of	Executed in the State of
---------------------------	--------------------------

Date Executed

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# Contractor Certification Clause

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
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By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of
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## CONTRACTOR CERTIFICATION CLAUSES

### STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

### 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) Provide that every employee who works on the proposed Agreement will:
1. receive a copy of the company's drug-free 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: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

#### 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. (PCC 10296) (Not applicable to public entities.)

#### 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 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.

#### 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.

#### 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](#) 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).

#### DOMESTIC PARTNERS:

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

#### 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.

#### 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.

- a) Current State Employees (PCC 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.
- b) Former State Employees (PCC 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. (PCC 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. (PCC 10430 (e))

#### 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)

#### 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.)

#### 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.

#### 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.

#### 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.

#### 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.

#### PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other government entity.

**Exhibit A A1**  
Scope of Work

**1. Service Overview**

Contractor agrees to provide to the California Department of Health Care Services (DHCS) the services described herein:

Contractor shall perform County-Based Medi-Cal Administrative Activities (CMAA) on behalf of DHCS to assist in the proper and efficient administration of the Medi-Cal Program by improving the availability and accessibility of Medi-Cal Services to Medi-Cal eligible and potentially eligible individuals and their families. These activities include, but are not limited to, attending or conducting general, non-medical staff meetings, developing and monitoring program budgets and/or site management, and general non-program supervision of staff. This also includes staff break time and any time spent filling out a Time Survey Form; Medi-Cal Outreach; Referral, Coordination, and Monitoring of Medi-Cal Services; Facilitating Medi-Cal Application; Arranging or Providing Non-Emergency, Non-Medical Transportation to a Medi-Cal Covered Service; Contract Administration for Medi-Cal Services; Program Planning and Policy Development for Medi-Cal Services; Medi-Cal Administrative Activities (MAA)/Targeted Case Management (TCM) Coordination and Claims Administration; MAA/TCM Implementation; training, general administration, and paid time off.

**2. Service Location**

The activities shall be performed at applicable facilities within the County of Inyo geographic region.

**3. Service Hours**

The services shall be provided during Contractor's regular business hours and days.

**4. Project Representatives**

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

**Department of Health Care Services**

~~Shelly Taunk, Chief~~

~~County-Based Claiming and Inmate Services  
Section~~

~~Telephone: (916) 345-7934~~

~~Fax: (916) 552-9109~~

~~E-Mail: shelly.taunk@dhcs.ca.gov~~

**Damitra Hawkins, Unit Chief**  
**County-Based Claiming and Inmate**  
**Services Section**

**Telephone: (916) 345-7867**

**E-Mail: Damitra.Hawkins@dhcs.ca.gov**

**County of Imperial**

Melissa Best-Baker

Health & Human Services

Telephone: (760)878-0232

Fax: (760)878-0266

E-Mail: mbestbaker@inyocounty.us

**Exhibit A A1**  
Scope of Work

B. Direct all inquiries to:

**Department of Health Care Services**  
~~County-Based Claiming and Inmate Services~~  
~~Section~~  
~~Attention: Julia Yang~~  
~~1501 Capitol Ave., MS 4603~~  
~~Sacramento, CA 95899-7436~~  
~~Telephone: (916) 345-7863~~  
~~Fax: (916) 552-9109~~  
~~E-Mail: Julia.Yang@dhcs.ca.gov~~

**County of Inyo**  
Health & Human Services  
Attention: Melissa Best-Baker  
155 E. Market St.  
Independence, CA 93526  
Telephone: (760) 878-0232  
Fax: (760) 878-0266  
E-Mail: mbestbaker@inyocounty.us

**County-Based Claiming and Inmate**  
**Services Section**  
**Attention: Danny Vasquez**  
**1501 Capitol Ave., MS 2628**  
**Sacramento, CA 95899-7436**  
**Telephone: (916) 345-7865**  
**E-Mail: Danny.Vasquez@dhcs.ca.gov**

C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

**5. Services to be Performed**

The following CMAA are eligible for Federal Financial Participation (FFP) only when they are identified in a CMAA Claiming Plan approved by the State and the Centers for Medicare and Medicaid Services (CMS):

A. **Medi-Cal Outreach:** This activity may consist of discrete campaigns or ongoing activities directed to groups or individuals with two goals:

- ~~1. Bringing potential eligibles into the Medi-Cal system for the purpose of determining Medi-Cal eligibility.~~ **Determining Medi-Cal eligibility; and**
2. Bringing Medi-Cal eligibles **beneficiaries** into Medi-Cal services.

Outreach may consist of discrete campaigns or may be an ongoing activity, such as: sending teams of employees into the community to contact homeless, alcoholics, or drug abusers; establishing a telephone or walk-in service for referring persons to Medi-Cal services or eligibility offices; operating a drop-in community center for underserved populations such as minority teenagers where Medi-Cal eligibility and service information is disseminated.

**Exhibit A A1**  
Scope of Work

**NOTE: Public health outreach conducted by Local Government Agencies (LGAs) shall not duplicate the requirements of Medi-Cal managed care providers to pursue the enrollment of Medi-Cal eligibles in their service areas.**

3. ~~Medi-Cal only eligibility outreach campaigns directed to the entire population to encourage potential Medi-Cal eligibles to apply for Medi-Cal are allowable,~~ **(e.g., service campaigns directed toward specific Medi-Cal services such as Early and Periodic Screening, Diagnosis and Treatment)** are allowable, and the costs do not have to be discounted by the Medi-Cal percentage:

~~a. Outreach campaigns directed toward bringing Medi-Cal eligibles into Medi-Cal covered services are allowable and the costs do not have to be discounted by the Medi-Cal percentage. In such campaigns, the language should clearly indicate that the message is directed only to persons eligible for Medi-Cal, and not the general public. These campaigns are service campaigns, targeted on specific Medi-Cal services, such as Early and Periodic Screening, Diagnosis and Treatment.~~

**Such campaigns should clearly indicate that Medi-Cal services are directed only to persons eligible for Medi-Cal.**

b. A health education program or campaign may be allowable as a Medi-Cal administrative cost if it is directed toward specific Medi-Cal services and for Medi-Cal eligible individuals, such as an educational campaign on immunization addressed to parents of Medi-Cal children.

**B. Referral, Coordination, and Monitoring of Medi-Cal Services:** Referral, Coordination, and Monitoring of Medi-Cal Services includes making referrals for, coordinating, and/or monitoring the delivery of Medi-Cal covered services.

**C. Facilitating Medi-Cal Application (Eligibility Intake):** This activity includes explaining Medi-Cal eligibility rules and the Medi-Cal eligibility process to prospective applicants; assisting an applicant to fill out a Medi-Cal eligibility application; gathering information related to the application and eligibility determination or re-determination from a client, including resource information and third party liability information, as a prelude to submitting a formal Medi-Cal application to the county welfare department; and/or providing necessary forms and packaging all forms in preparation for the Medi-Cal eligibility determination. This activity does not include the eligibility determination itself. These costs do not have to be discounted (i.e., reduced) by the Medi-Cal percentage.

**D. Arranging and/or Providing Non-Emergency, Non-Medical Transportation to a Medi-Cal covered Service:** This activity includes arranging and/or providing non-emergency, non-medical transportation for a Medi-Cal eligible client who

**Exhibit A A1**  
Scope of Work

does not have a physical or mental limitation to a Medi-Cal provider for a Medi-Cal covered service when medically necessary. It also includes arranging and/or providing non-emergency, non-medical transportation and accompaniment by an attendant, for a Medi-Cal eligible client who has a physical or mental limitation to a Medi-Cal provider for a Medi-Cal covered service when medically necessary. If the Medi-Cal eligible client does not have a physical or mental limitation, the contractor or governmental unit may provide transportation services, but will be unable to accompany the client to the Medi-Cal covered service appointment. However, LGAs may not claim arranging transportation as CMAA when performed by a TCM Case Manager. Instead, the cost of this time will be included in the TCM encounter rate, which is not separately claimable through CMAA (DHCS CMAA Program Operational Plan).

**Examples:** Providing transportation services to a Medi-Cal eligible individual to a Medi-Cal service provider. Scheduling or arranging transportation to Medi-Cal covered services. Accompanying clients (e.g., elderly, young, disabled) at a Medi-Cal provider medical appointment because the client has physical limitation, pursuant to 42 Code of Federal Regulations (CFR) part 440.170.

- E. **Contract Administration for Medi-Cal Services:** This activity involves entering into agreements with community-based organizations or other provider agencies for the provision of Medi-Cal services and/or CMAA, other than TCM. The costs of TCM subcontract administration should be included in the TCM rate.

**NOTE: A Contractor has the option of claiming the costs of contract administration for allowable CMAA, such as Outreach, under that activity or the costs may be claimed under Contract Administration. Under no circumstances are the costs of contract administration for allowable CMAA to be claimed under both Contract Administration and the activity, such as Outreach. Contracting for Medi-Cal services may only be claimed under Contract Administration.**

Contracting for Medi-Cal services and/or CMAA is claimable as an administrative activity when the administration of those agreements meets all of the following criteria:

1. The contract administration is performed by an identifiable unit of one or more employees, whose tasks officially involve contract administration, according to the duty statements or job descriptions of the employees being claimed.
2. The contract administration involves contractors that provide Medi-Cal services and/or CMAA. The costs of contracting for TCM services with non-LGA providers should be claimed as part of the TCM rate. These costs cannot be separately claimed as CMAA.



**Exhibit A A1**  
Scope of Work

3. The contract administration must be directed to one or more of the following goals:
  - a. Identifying, recruiting, and contracting with community agencies as Medi-Cal service contract providers;
  - b. Providing technical assistance to Medi-Cal subcontractors regarding county, state and federal regulations;
  - c. Monitoring provider agency capacity and availability; and
  - d. Ensuring compliance with the terms of the agreement.

The contracts being administered must be for Medi-Cal services and CMAA or just CMAA and target Medi-Cal populations only or target the general population if the general population includes a Medi-Cal eligible population.

**F. Program Planning and Policy Development (PP&PD) for Medi-Cal Services:**

This activity may be claimed at the enhanced rate (75 percent FFP) if performed by a Skilled Professional Medical Personnel (SPMP), or the non-enhanced rate (50 percent FFP) if performed by a non-SPMP.

1. Allowable: This activity is claimable when performed, either part-time or full-time, by one or more contractor employees and subcontractors whose tasks officially involve PP&PD. Contractor employees performing this activity must have the tasks identified in the employee's position descriptions/duty statements. If the programs serve both Medi-Cal and non-Medi-Cal clients, the costs of PP&PD activities must be allocated according to the Medi-Cal percentages being served by the programs.

This activity is claimable as a direct charge for Medi-Cal administration only when PP&PD is performed by a unit of one or more contractor employees who spend 100 percent of their paid working time performing this activity. This activity is claimable only if the administrative amounts being claimed for PP&PD persons and activities are not otherwise included in other claimable cost pools; and the amounts being claimed for such persons employed by (and activities taking place in) a service provider setting are not otherwise being reimbursed through the billable service rate of that provider. Costs for persons performing this activity less than 100 percent of their time will be based on a time survey.

In LGAs with countywide managed care arrangements, PP&PD activities are claimable as Medi-Cal administration only for those services that are excluded from the managed care contracts.

**Exhibit A A1**  
Scope of Work

Under the conditions specified above, the following tasks are allowable as CMAA under these circumstances:

- a. Developing strategies to increase Medi-Cal system capacity and close Medi-Cal service gaps. This includes analyzing Medi-Cal data related to a specific program and/or specific group.
  - b. Interagency coordination to improve delivery of Medi-Cal services.
  - c. Developing resource directories of Medi-Cal services/providers.
  - d. For subcontractors, some PP&PD support services are allowable (e.g., developing resource directories, preparing Medi-Cal data reports, conducting needs assessments, or preparing proposals for expansion of Medi-Cal services).
2. Not allowable: This activity is not allowable if staff performing this function are employed full-time by service providers, such as clinics. The full costs of the employee's salary are assumed to be included in the billable fee-for-service rate. Claiming this activity separately is not allowed.

This activity is not allowable if staff who deliver services part-time in an LGA service provider setting, such as a clinic, are performing PP&PD activities relating to the service provider setting in which they deliver services.

- G. MAA/TCM Coordination and Claims Administration:** Contractor employees whose position description/duty statement includes the administration of CMAA and TCM on an LGA service region-wide basis, may claim the costs of these activities on the CMAA detailed invoice as a direct charge.

Costs incurred in the preparation and submission of CMAA claims at any level, including staff time, supplies, and time spent on a computer performing CMAA, may be direct charged. If the CMAA/TCM Coordinator and/or claims administration staff are performing this function part-time, along with other duties, they must certify the percentage of total time spent performing the duties of CMAA coordination and/or claims administration. The percentage certified for the CMAA/TCM Coordinator and/or claims administration staff activities must be used as the basis for federal claiming. Charges for supervisors, clericals, and support staff may be included, and if so must be allocated based upon the percentage of certified time of the CMAA/TCM Coordinator and claims administration staff.

1. The CMAA/TCM Coordinator and claims administration staff may claim the costs of the following activities, as well as any other reasonable activities directly related to the Contractor's administration of TCM services and CMAA at the LGA-wide level:

**Exhibit A A1**  
Scope of Work

- a. Drafting, revising, and submitting CMAA Claiming Plans, and TCM performance monitoring plans.
- b. Serving as a liaison and monitoring the performance of claiming programs within the LGA and with the State and federal government on CMAA and TCM.
- c. Administering LGA claiming, including overseeing, preparing, compiling, revising, and submitting CMAA and TCM invoices on an LGA-wide basis to the State.
- d. Attending training sessions, meetings, and conferences involving CMAA and/or TCM.
- e. Training contractor program and subcontractor staff on State, federal, and local requirements for CMAA and/or TCM claiming.
- f. Ensuring that CMAA and/or TCM invoices do not duplicate Medi-Cal invoices for the same services or activities from other providers. This includes ensuring that services are not duplicated when a Medi-Cal beneficiary receives TCM services from more than one case manager.

**NOTE: The costs of the CMAA/TCM Coordinator's time and claims administration staff time must not be included in the CMAA claiming or in the TCM rate since the costs associated with the time are to be direct charged. Charges for supervisors, clericals, and support staff for these employees may be included, and if so must be allocated based upon the percentage of certified time of the CMAA/TCM Coordinator and claims administration staff. The costs of TCM claiming activity at the TCM provider level are to be included in the TCM rate.**

- H. **MAA/TCM Implementation Training:** Training activities shall be time studied in accordance with the purpose of the training. Training activities include time spent providing or attending training related to the performance of CMAA or TCM. Training activities also include reasonable time spent on related paperwork, clerical activities, staff travel time necessary to perform these activities, including initiating and responding to email and voicemail. Training unrelated to CMAA is not allowable.
- I. **General Administration:** This includes activities that are eligible for cost distribution on a 2 CFR Part 200 et seq. approved cost allocation basis. These costs are to be distributed proportionately while performing the following activities:

**Exhibit A A1**  
Scope of Work

1. Attend or conduct general, non-medical staff meetings;
2. Develop and monitor program budgets;
3. Provide instructional leadership, site management, staff supervision, or reviews of employee performance;
4. Review departmental or unit procedures and rules;
5. Present or participate in, in-service orientations, and programs;
6. Participate in health promotion activities for employees of the Contractor; and
7. The 15 minutes that a time survey participant spent filling out the Time Survey Form at the end of the work day.

J. **Paid Time Off:** This activity is to be used by all staff involved in CMAA to record usage of paid leave, including vacation, sick leave, holiday time and any other employee time off that is paid. This does not include lunch or meal breaks, off payroll time, or Compensatory Time Off, which shall be allocated as prescribed by the State.

**6. Americans with Disabilities Act**

~~Contractor agrees to ensure that deliverables are developed and produced, pursuant to this Agreement shall comply with the accessibility requirements of Section 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973 as amended (29 U.S.C. § 794 (d), and regulations implementing that act as set forth in Part 1194 of Title 36 of the Federal Code of Regulations. 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 Government Code section 11135 codifies section 508 of the Act, requiring accessibility of electronic and information technology.~~

**Contractor agrees to ensure that deliverables developed and produced, pursuant to this Agreement shall comply with the accessibility requirements of Sections 7405 and 11135 of the California Government Code, Section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794d), regulations implementing the Rehabilitation Act of 1973 as set forth in Part 1194 of Title 36 of the Code of Federal Regulations, and the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.). 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 Government Code Sections 7405 and 11135 codifies Section 508 of the Rehabilitation Act of 1973 requiring accessibility of EIT.**

**Exhibit A A1**  
Scope of Work

- A. The County of Inyo assures the state that it complies with the ADA, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
- B. The County of Inyo will ensure that deliverables developed and produced pursuant to this Agreement comply with federal and state laws, regulations or requirements regarding accessibility and effective communication, including the Americans with Disabilities Act (42 U.S.C. § 12101, et. seq.), which prohibits discrimination on the basis of disability, and section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794 (d)). Specifically, electronic and printed documents intended as public communications must be produced to ensure the visual-impaired, hearing-impaired, and other special needs audiences are provided material information in the formats needed to provide the most assistance in making informed choices. These formats include but are not limited to braille, large font, and audio.

Except as amended herein, all other terms and conditions of the Contract shall remain in full force and effect.

**Exhibit B A1**  
Budget Detail and Payment Provisions

**1. Invoicing and Payment**

- A. For administrative activities satisfactorily rendered and upon receipt and approval of the invoices, DHCS agrees to compensate the Contractor for actual expenditures incurred in accordance with the conditions specified herein.
- B. Invoices shall include the Agreement Number and shall be submitted not more frequently than quarterly in arrears to:

<u>U.S. Mail</u> Regular Mail	Overnight Mail
CMAA Analyst Department of Health Care Services	CMAA Analyst Department of Health Care Services
Local Governmental Financing Division County-Based Claiming and Inmate Services Section MS 2628 PO Box 997436 Sacramento, CA 95899-7436	Local Governmental Financing Division County-Based Claiming and Inmate Services Section MS 2628 1501 Capitol Avenue Sacramento, CA 95814

- C. Invoices shall:
  - 1. Be prepared on the County-Based Medi-Cal Administrative Activities (CMAA) Invoice incorporated by reference in Exhibit E, Provision 1.
  - 2. Be prepared on Contractor letterhead and must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent actual expenses for the activities performed under this agreement on the CMAA Invoice Summary page.
  - 3. Bear the Contractor's name as shown on the agreement on the CMAA Invoice.
  - 4. Identify the billing and/or performance period covered by the invoice on the CMAA Invoice.
  - 5. Itemize costs for the billing period in the same or greater level of detail as indicated in this agreement on the CMAA Invoice. Subject to the terms of this agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by DHCS.

**Exhibit B A1**  
Budget Detail and Payment Provisions

6. Provide the State with complete invoice and expenditure information to include in the CMS 64 no later than 15 months after the end of the quarter for which the claim was submitted. This information shall be provided on the standardized CMAA Invoice.
7. Identify on the CMAA Invoice, the claim categories to which expenditure data must adhere for insertion into the CMS 64. A separate CMAA Invoice shall be submitted for each program, clinic, non-governmental entity and subcontractor claiming CMAA costs pursuant to this agreement, except for contracted employees under the direct control of the Contractor. Contracted employees' costs shall be aggregated and reported in accordance with the CMAA Invoice instructions. The CMAA Invoice(s) for each of the programs claimed shall correspond to the name of the claiming programs identified in the Contractors CMAA Claiming Plan. The Invoice instructions are found in the DHCS CMAA/TCM Time Survey Methodology and DHCS CMAA Program Operational Plan incorporated by reference in Exhibit E, Provision 1.

D. Rates Payable

1. The invoices may include the cost of expenses of staff, the operating expenses, and equipment costs necessary to collect data, disseminate information, and carry out the staff activities outlined in this agreement.
2. The maximum rate of Federal reimbursement for compensation (salary and benefits), of activities qualifying under Federal regulations applying to Skilled Professional Medical Personnel (SPMP) of a public agency and their direct supporting staff shall be 75 percent of such costs for activities identified as "enhanced." The maximum rate of reimbursement for allowable costs of activities identified as "non-enhanced", performed by SPMP and their direct supporting staff, shall be 50 percent. The maximal rate of reimbursement for all allowable costs other than compensation applicable to SPMPs and their direct supporting staff shall be 50 percent.
3. A SPMP is defined as an employee of the Contractor who has completed a 2- year or longer program leading to an academic degree or certification in a medically-related profession *and* who performs duties and responsibilities requiring professional medical knowledge and skills. Direct supporting staff are also employees of the Contractor. They are secretarial, stenographic, copy, file, or record clerks who are directly supervised by the SPMP, and who provide clerical services necessary for carrying out the professional medical responsibilities and administrative activities of the SPMP.
4. The rate of federal reimbursement is 50 percent FFP for all costs of non-SPMPs and all costs of subcontractors (non-governmental entities) performing allowable administrative activities as defined in Provision 5, Services to be Performed, of Exhibit A, Scope of Work.

**Exhibit B A1**  
Budget Detail and Payment Provisions

5. The maximum rate of reimbursement for all non-public subcontractors to the Contractor shall be 50 percent for all categories of cost.

E. **The Contractor shall** certify the certified public expenditures (CPEs) from the Contractor's General Fund, or from any other funds allowed under federal law and regulation, for Title XIX funds claimed for CMAA performed pursuant to Welfare and Institutions (W&I) Code section 14132.47. The State shall deny payment of any claim submitted under this agreement if it determines that the certification is not adequately supported for purposes of FFP. Expenditures certified for CMAA costs shall not duplicate, in whole or in part, claims made for the costs of direct patient care. DHCS shall provide a certification statement to be included with each CMAA Invoice Summary Page submitted to the State for payment for the performance of CMAA.

**2. Budget Contingency Clause**

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, DHCS shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to further provide services under the CMAA program.

B. If funding for any **state fiscal year (SFY)** is reduced or deleted by the Budget Act for purposes of this program, DHCS shall have the option to either cancel this Agreement with no liability occurring to DHCS, or offer an agreement amendment to Contractor to reflect the reduced amount.

**3. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with section 927.

**4. Amounts Payable**

A. The amounts payable under this agreement shall not exceed:

1. \$200,000 for the budgetary period of 07/01/2020 through 06/30/2021,
2. \$200,000 for the budgetary period of 07/01/2021 through 06/30/2022,
3. \$200,000 for the budgetary period of 07/01/2022 through 06/30/2023.

B. Reimbursement shall be made for allowable expenses up to the amount annually encumbered commensurate with the **SFY** in which services are performed and/or goods are received.



**Exhibit B A1**  
Budget Detail and Payment Provisions

**5. Timely Submission of Final Invoice**

- A. A final undisputed invoice shall be submitted for payment no more than 30 calendar days following the expiration or termination date of this Agreement, unless a later or alternate deadline is agreed to in writing by the Program Contract Manager. Said invoice should be clearly marked "Final Invoice", thus indicating that all payment obligations of DHCS under this Agreement have ceased and that no further payments are due or outstanding.
- B. DHCS may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written DHCS approval of an alternate final invoice submission deadline. Written DHCS approval shall be sought from the Program Contract Manager prior to the expiration or termination date of this Agreement.
- C. The Contractor is hereby advised of its obligation to submit, with the final invoice, a "**Contractor's Release (Exhibit F)**" acknowledging submission of the final invoice to DHCS and certifying the approximate percentage amount, if any, of recycled products used in performance of this Agreement.

**6. Participation in Medi-Cal Administrative Claiming Process**

- A. As a condition of participation in the Medi-Cal Administrative Claiming process, and in recognition of revenue generated in the Medi-Cal Administrative Claiming process, the Contractor shall pay an annual participation fee through a mechanism agreed to by the State and Contractors, or, if no agreement is reached by August 1 of each year, directly to the State.
- B. The participation fee shall be used to cover the cost of administering the Medi-Cal Administrative Claiming process, including, but not limited to, claims processing, technical assistance, and monitoring. The State shall determine and report staffing requirements upon which projected costs will be based.
- C. The amount of the participation fee shall be based upon the anticipated state salaries, benefits, operating expenses, and equipment, necessary to administer the Medi-Cal Administrative Claiming process and other costs related to that process.

**7. Non-Federal Matching Funds for CMAA**

The Contractor will expend 100 percent of the non-federal share of the cost of performing CMAA. By signing this agreement, the Contractor certifies that the funds expended for this purpose shall be from the Contractor's general fund or from any other funds allowable under federal law and regulation.

**Exhibit B A1**  
Budget Detail and Payment Provisions

**8. Claiming Overhead Costs**

- A. In order to claim administrative overhead costs, also referred to as "External Administrative Overhead" costs, the Contractor must have a State Controller's Office approved LGA administrative overhead cost allocation plan for the applicable period and these costs must be claimed in accordance with the allocation plan. A LGA's plan is submitted to the California State Controller's Office, which has delegated authority from the Federal Government to approve the plan.
- B. Internal (departmental) administrative overhead costs are allowable for FFP only if there is a departmental overhead indirect cost allocation plan prepared and on file for audit purposes for the applicable period and costs are claimed in accordance with 2 Code of Federal Regulations (C.F.R) part 200 et seq.
- C. Internal and external administrative cost allocation plans shall comply with provisions of 2 C.F.R part 200 et seq., entitled "Cost Principles for State, Local, and Indian Tribal Governments" and Federal Publication OASC-10, entitled "A Guide for State and Local Governments/Cost Principles and Procedures for Establishing Cost Allocation Plans and Indirect Cost Rates for Grants and Contracts with the Federal Government."
- D. The Contractor must assure that costs claimed as direct costs are not duplicate costs claimed through the application of the indirect cost rate.

**9. Offset of Revenues, Non-Duplication of FFP, and Federal Audit Disallowance**

- A. To the extent that other funding sources have paid or would pay for the costs at issue, FFP is not available and the costs must be removed from the total costs (2 C.F.R. part 200 et seq.). The revenue offset categories which must be applied in developing the net costs include, but are not limited to:
  - 1. All unallowable federal funds, including not only federal grants but also federal payments for services under Medicare fee-for-service or encounter rates.
  - 2. All state expenditures which have been previously matched by the Federal Government (*includes Medicaid funds for medical assistance, such as the payment rate for services under fee-for-service or encounter rates*). Claims submitted will not be duplicative of Medicaid claims for costs that are part of the all-inclusive rate for direct patient care.
  - 3. Private insurance and other fees collected from non-governmental sources.

**Exhibit B A1**  
Budget Detail and Payment Provisions

4. All applicable credits must be offset against claims for Medicaid funds. Applicable credits refer to those receipts or reduction of expenditure type transactions that offset or reduce expense items allocable to federal awards as direct or indirect costs.
  5. A program may not claim any federal match for administrative activities if its total cost has already been paid by the revenue sources above. A government program may not be reimbursed in excess of its actual costs.
- B. Pursuant to W&I Code section 14132.47(g), DHCS shall be held harmless, in accordance with this section, from any federal audit disallowance and interest resulting from payments made to the Contractor for services under this contract, for a disallowed claim.**
- C. To the extent that a federal audit disallowance and interest results from a claim or claims for which the Contractor has received reimbursement for Administrative Claiming process activities, the DHCS shall recoup from the Contractor that submitted the disallowed claim, through offsets or by a direct billing, amounts equal to the amount of the disallowance and interest, in that fiscal year, for the disallowed claim. All subsequent claims submitted to DHCS applicable to any previously disallowed administrative activity or claim, may be held in abeyance, with no payment made, until the federal disallowance issue is resolved.**
- D. Notwithstanding the above paragraph, to the extent that a federal audit disallowance and interest results from a claim or claims for which the Contractor has received reimbursement for Administrative Claiming process activities performed by an entity under contract with, and on behalf of, the Contractor, DHCS shall be held harmless by the Contractor for 100 percent of the amount of the federal audit disallowance and interest, for the disallowed claim.**
- 10. Requirements for FFP**
- A. The reimbursement LGAs receive for their Medi-Cal program expenditures is known as FFP. 42 Code of Federal Regulations part 433.51 provides that the amount expended for providing medical assistance must be "... certified by the contribution public agency as representing expenditures eligible for FFP." Section 1903(a) of Title XIX of the Social Security Act also provides language indicating states may receive an enhancement to the FFP. Section 1903(a) (2)(A) of the Social Security Act specifically indicates federal matching at 75 percent is attributable to the compensation and/or training of SPMP, and staff direct supporting such personnel of the State agency of any other public agency.

**Exhibit B A1**  
Budget Detail and Payment Provisions

For example, when the amounts expended for providing medical assistance “are attributable to the compensation or training of SPMP, and staff directly supporting such personnel”, the FFP rate shall be 75 percent. Therefore, the FFP rate for a LGA claim with eligible and certified Medi-Cal expenditures performed by a SPMP, or staff directly supporting a SPMP, in the amount of \$100 would be \$75 ( $\$100 \times .75 = \$75$ ).

- B. In order to meet the CPE requirements and receive FFP, LGAs must obtain and maintain supporting documentation verifying: a) 100 percent of available revenue is specifically related to performing the administrative activities and services of the Medi-Cal program; b) 100 percent of the expenditures eligible for reimbursement are specifically related to performing the administrative activities and services of the Medi-Cal program; c) the expenditures eligible for reimbursement are restricted to the actual costs incurred; d) the funds expended to account for the actual cost are from revenue sources allowable under all applicable state and federal laws and regulations; e) the administrative activity and service expenditures of the Medi-Cal program are incurred prior to requesting FFP reimbursement. The contributing public agency must certify to their allowable expenditures for the actual costs of providing services and/or activities. Community-Based Organizations (CBOs) may not utilize their private funds or certify costs. CBOs may only utilize allowable CPE contributed by a Public Agency for the actual costs related to Medi-Cal eligible services and/or activities. If a LGA has a question regarding eligible CPE or actual cost at the claiming unit or CBO level, it should contact DHCS.
- C. Per 42 C.F.R. part 432.2 et seq., and part 433.1 et seq., SPMP, and direct supporting staff, eligible for enhanced funding are defined as physicians, dentists, nurses, and other specialized personnel who have professional education and training in the field of medical care or appropriate medical practice and who are in an employer-employee relationship with the Contractor. SPMPs do not include other non-medical health professionals such as public administrators, medical analysts, lobbyists, senior managers or administrators of public assistance programs or of the Medi-Cal program.
- D. The ~~seventy five (75)~~ **75** percent (enhanced) federal matching rate is only available for a Contractor that is contractually linked to DHCS to perform Medi-Cal Administrative Activities. The enhanced federal matching rate can be claimed for salaries, benefits, travel and training of SPMP and their direct supporting clerical staff who are in an employee-employer relationship with the Contractor and are involved in activities necessary for the proper and efficient administration of the Medi-Cal Program.
- E. ~~Fifty (50)~~ **50** percent (non-enhanced) federal matching rate can be claimed for any of the Contractor's staff, or subcontractors, involved in the performance of activities that are necessary for the proper and efficient administration of the Medi-Cal Program. This includes claiming for SPMP and direct supporting clerical staff performing related activities that are non-enhanced.

**Exhibit B A1**  
Budget Detail and Payment Provisions

Additionally, the ability to claim SPMP under the MAA program is activity driven, not education based. Expenditures for the actual furnishing of medical services by SPMP do not qualify for reimbursement via Medi-Cal Administrative Claiming, as medical services are paid for in the fee-for-services system and managed care system.

- F. Qualifying SPMP costs may be matched at the 75 percent rate in proportion to the time worked by SPMP in performing those duties that require professional medical knowledge and skills, as evidenced by position descriptions, job announcements, or job classifications.

**11. Expense Allowability/Fiscal Documentation**

- A. Invoices, received from a Contractor and accepted and/or submitted for payment by DHCS, shall not be deemed evidence of allowable agreement costs.
- B. Contractor shall maintain for review and audit and supply to DHCS upon request, adequate documentation of all expenses claimed pursuant to this agreement to permit a determination of expense allowability.
- C. If the allowability or appropriateness of an expense cannot be determined by DHCS because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed and payment may be withheld by the DHCS. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.
- D. The LGA is to establish policies and procedures to identify the Federal Award amounts passed through to sub-recipients and furnish those amounts to DHCS.

**12. Federal Audit Disallowances**

- A. In addition to the indemnification required by Exhibit C, Provision 5, and notwithstanding any other provision of this agreement, the State shall be held harmless, in accordance with Provision 2, Budget Contingency Clause, paragraphs A and B, from any federal audit disallowance and interest resulting from payments made to the Contractor pursuant to W&I Code section 14132.47, and this agreement, less the amounts already remitted to the State.

**Exhibit B A1**

Budget Detail and Payment Provisions

- B. To the extent that a federal audit disallowance and interest results from a claim or claims for the Contractor has received reimbursement for CMAA, the State shall recoup from the Contractor which submitted the disallowed claim, through offsets or by direct billing, amounts equal to the amount of the disallowance plus interest in that SFY, less any amount already remitted to the State for the disallowed claim. All subsequent claims submitted to the State applicable to any previously disallowed CMAA or claim, may be held in abeyance, with no payment made, until the federal disallowance issue is resolved.
- C. To the extent that a federal audit disallowance and interest results from a claim or claims for which the Contractor has received reimbursement for CMAA performed by a non-governmental entity under agreement with, and on behalf of, the Contractor, the State shall be held harmless by that particular Contractor for 100 percent of the amount of any such final federal audit disallowance and interest less the amounts already remitted to the State for the disallowed claim.

**13. Dun and Bradstreet Universal Numbering System(DUNS)**

Notwithstanding Exhibit E. 7. A. 8. definition for vendor, CMAA providers and their subcontractors are considered contractors solely for the purposes of U.S. Office of Management and Budget Uniform Guidance (2 C.F.R. section 200 et seq., and specifically, 2 C.F.R. section 200.330). Consequently, as contractors, a DUNS number is not required.

**Exhibit E A1**  
Additional Provisions

**1. Additional Incorporated Exhibits**

A. The following documents and any subsequent updates are not attached, but are incorporated herein and made a part hereof by this reference. Contractors are required to fully comply with the directives in each document incorporated by reference herein and each update thereto. These documents may be updated periodically by DHCS, as required by program directives or changes in law or policy. Unless otherwise indicated, DHCS shall provide the Contractor with copies of said documents at or before the agreement is presented to the Contractor for review, acceptance, and signature and will require acknowledgment of receipt. Periodic updates to the below listed documents will be presented to the Contractor under separate cover and acknowledgment of receipt will be required. DHCS will maintain on file, all documents referenced herein and any subsequent updates.

- 1) Policy & Procedure Letters (PPL)\*
- 2) DHCS CMAA/TCM Time Survey Methodology and DHCS CMAA Program Operational Plan \*
- 3) CMAA Invoice Documents\*
- 4) CMAA Training Materials\*

\*View at [www.dhcs.ca.gov/provgovpart/Pages/CMAA.aspx](http://www.dhcs.ca.gov/provgovpart/Pages/CMAA.aspx)

**2. Priority of Provisions**

**In the event of a conflict between the provisions of Exhibit A and any other exhibit of this contract, the CMAA Claiming Plan and federal and state law and policy, the CMAA provisions of Exhibit A shall prevail.**

**3. Amendment Process**

Should either party, during the term of this agreement, desire a change or amendment to the terms of this agreement, such changes or amendments shall 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 shall 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), if DGS approval is required.

**Exhibit E A1**  
Additional Provisions

**4. Cancellation/Termination**

- A. This agreement may be cancelled or terminated without cause by either party by giving 30 calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements.
- B. Upon receipt of a notice of termination or cancellation from DHCS, Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent agreement costs.
- C. The Contractor shall be entitled to payment for all allowable costs authorized under this agreement, including authorized non-cancelable obligations incurred up to the date of termination or cancellation, provided such expenses do not exceed the stated maximum amounts payable.

**5. Contractor Responsibilities**

- A. The Contractor shall comply with 42 United States Code (USC), part 1396 et seq., 42 Code of Federal Regulations (CFR) part 400 et seq., and 45 CFR part 95, California Welfare and Institutions Code, Division 9, part 3, Chapter 7 (commencing with part 14000) and Chapter 8 (commencing with part 14200), and Title 22 California Code of Regulations (CCR), Division 3 (commencing with part 50000), all as periodically amended; State issued policy directives; 2 CFR part 200 et. Seq., as periodically amended.
- B. If the Contractor enters into contracts with other organizations to perform CMAA in support of the Contractor claiming administrative reimbursement, the Contractor shall have any contract to perform administrative activities under the auspices of the Medi-Cal Program available for State and/or Federal review.
- C. The Contractor is responsible for the acts or omissions of its employees and/or subcontractors. Submission of a falsified CMAA invoice by a Contractor shall constitute a breach of contract. Submission of a CMAA invoice for which there is no supporting documentation by a Contractor may constitute a breach of contract.
- D. The conviction of an employee or subcontractor of the Contractor, or of an employee of a subcontractor, of any felony or of a misdemeanor involving fraud, abuse of any Medi-Cal applicant or beneficiary, or abuse of the Medi-Cal Program, shall result in the exclusion of that employee or subcontractor, or



**Exhibit E A1**  
Additional Provisions

employee of a subcontractor, from participation in the Medi-Cal Administrative Claiming process. Failure of a Contractor to exclude a convicted individual from participation in the Medi-Cal Administrative Claiming process shall constitute a breach of contract.

- E. Exclusion after conviction shall result regardless of any subsequent order under Part 1203.4 of the Penal Code allowing a person to withdraw his or her plea of guilty and to enter a plea of not guilty, or setting aside the verdict of guilty, or dismissing the accusation, information, or indictment.
- F. Suspension or exclusion of an employee or subcontractor, or of an employee of a subcontractor, from participation in the Medi-Cal Program, the Medicaid Program, or the Medicare Program, shall result in the exclusion of that employee or subcontractor, or employee of a subcontractor, from participation in the Medi-Cal Administrative Claiming process. Failure of a Contractor to exclude a suspended or excluded individual from participation in the Medi-Cal Administrative Claiming process shall constitute a breach of contract.
- G. Revocation, suspension, or restriction of the license, certificate, or registration of any employee, subcontractor, or employee of a subcontractor, shall result in exclusion from the Medi-Cal Administrative Claiming process, when such license, certificate, or registration is required for the performance of Medi-Cal administrative activities. Failure of a Contractor to exclude an individual whose license, certificate, or registration has been revoked, suspended, or restricted, from participation in the Medi-Cal Administrative Claiming process, may constitute a breach of contract.
- H. LGA budget units that elect to participate in the CMAA and/or TCM programs are required to conduct time surveys to account for staff time spent performing Medi-Cal and non-Medi-Cal eligible services and activities. The time survey results are used in the determination of allowable Medi-Cal costs. The activities of staff providing Medi-Cal administration must be documented in accordance with the provisions of 42 CFR parts 432.50, 433.32, and 433.34, and 45 CFR parts 74 and 95, and 2 CFR part 200 et. Seq.
- I. All non-Medi-Cal related activities and direct patient care services shall be time surveyed to "Other Programs/Activities" or "Direct Patient Care" on the Time Survey form, as appropriate.
- J. The Contractor shall comply with enabling legislation, regulations, administrative claiming process directives, and the PPLs of DHCS Local Governmental Financing Division incorporated by reference in Exhibit E, Provision 1, which define program specific allowable CMAA.

**Exhibit E A1**  
Additional Provisions

- K. The Contractor shall provide to the State, comprehensive Medi-Cal Administrative Claiming Plan, in the format specified by the State. The claiming plan must be approved by the State and this agreement must be signed by both parties prior to the submission of CMAA invoices.
- L. The Contractor shall not discriminate against any eligible person because of race, religion, political beliefs, color, national or ethnic origin, ancestry, mental or physical disability, medical condition, marital status, age, or sex.
- M. The Contractor shall ensure all applicable State and Federal requirements, as identified in Exhibit E, Provision 4, are met in performing CMAA under this agreement. It is understood and agreed that failure by the Contractor to ensure all applicable State and Federal requirements not met in performing CMAA under this agreement shall be sufficient cause for the State to deny or recoup payments to the Contractor and/or to terminate this agreement.
- N. Abide by the Business Associate Agreement (BAA) (Exhibit G), as incorporated herein and made part of this agreement by reference. Data released to LGAs is to be used solely for the purpose of verifying Medi-Cal eligibility of the beneficiaries. The data elements used are listed in attachment A”.
- O. The Contractor shall submit a letter of intent to participate in the CMAA Program six months prior to the termination of this agreement for the purpose of extending the term of the agreement or initiating a new agreement, whichever is preferred by DHCS.
- P. When an amendment of the contract is necessary because the original projected expenditures shortfall the actual expenditures, a request must be submitted to DHCS at least 6 months prior to the end of the state fiscal year (SFY) for which additional funding is necessary. If this request is not received timely, the contract will not be amended to address the insufficient funding and subsequent affected invoices will not be paid.

**6. State Responsibilities**

- A. Review, approve, as appropriate, and process Contractor claims for reimbursement of the allowable actual costs of providing administrative activities necessary for the proper and efficient administration of the Medi-Cal Program. Reimbursement shall be made subsequent to the quarter for which a claim for CMAA is made. Any claim that cannot be approved shall be returned to the Contractor with a written explanation of the basis for disapproval.

**Exhibit E A1**  
Additional Provisions

- B. Provide the Contractor with a standardized format for the CMAA Invoice and CMAA Claiming Plan which will be disseminated through policy directives issued by the State.
- C. Review CMAA Claiming Plan and amendment(s) to the CMAA Claiming Plan. Any amendment that cannot be approved shall be returned to the Contractor with a written explanation of the basis for disapproval. Any amendment to the CMAA Claiming Plan shall not require a formal amendment to the agreement but may instead be effective via written approval of the amended CMAA Claiming Plan signed by DHCS.
- D. Provide program monitoring and oversight including conducting site reviews at least once every four years for compliance with state and federal requirements and regulations. DHCS will retain ultimate responsibility for program oversight and policy interpretation.
- E. Submit approved CMAA Claiming Plans and amendments to the Centers for Medicare and Medicaid Services (CMS) for review and approval if required.
- F. Make available to Contractors, training and technical support on proper administrative activities to be claimed, identifying costs related to these activities, and billing procedures. Training material is to be developed by and/or approved by DHCS.

**7. Joint Responsibilities**

The State and the Contractor hereby agree to comply with all applicable laws governing the confidentiality of client information for Medi-Cal clients served by the Contractor, or subcontractor, under this agreement. Applicable laws include, but are not limited to, 42 USC. part 1396a (a) 7, 42 CFR part 431.300, 45 CFR parts 160, 162, and 164, Welfare and Institutions Code, section 14100.2, and 22 CCR, section 51009.

**8. Audit**

**A. This provision supersedes Provision #4, entitled "Audit" in General Terms & Conditions (GTC 610). View Exhibit C at the following Internet site: <https://www.dqs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>**

**Exhibit E A1**  
Additional Provisions

**B. Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative, and employees of the California Department of Justice, and the United States CMS, shall have the right to review, access, examine, monitor, audit, and to copy any records and supporting documentation pertaining to the performance of this agreement. Contractor agrees to allow interviews of any employees, or staff of any subcontractor, who might reasonably have information related to such records by either state and/or federal authorities. Contractor agrees to retain all necessary records for a minimum period of three (3) years after the end of the quarter in which the Contractor receives reimbursement for the expenditures incurred. If an audit is in progress, all records relevant to the audit shall be retained until the completion of the audit or the final resolution of all audit exceptions, deferrals, and/or disallowances, whichever is later, and if litigation has been initiated, all necessary records shall be retained until the final resolution of the litigation. The records shall fully disclose the type and extent of administrative activities performed by the appropriate staff. The Contractor shall furnish such documentation and any other information regarding the performance of and payment for CMAA, upon request, to the state or federal government.**

**9. Definitions**

A. The following definitions are applicable to this Contract.

- 1) "CFDA number" means the number assigned to a federal program in the Catalog of Federal Domestic Assistance (CFDA).
- 2) "Federal award" means federal financial assistance and federal cost-reimbursement contracts that non-federal entities receive directly from federal awarding agencies or indirectly from pass-through entities. It does not include procurement contracts, under grants or contracts used to buy goods or services from vendors.
- 3) "Federal awarding agency" means the federal agency that provides an award directly to the recipient.
- 4) "Federal program" means all federal awards to a non-federal entity assigned a single number in the CDFA.

**Exhibit E A1**  
Additional Provisions

- 5) "Pass-through entity" means a non-federal entity that provides a federal award to a subrecipient to carry out a federal program.
  - 6) "Recipient" means a non-federal entity that expends federal awards received directly from a federal awarding agency to carry out a federal program.
  - 7) "Subrecipient" means a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency. Guidance on distinguishing between a subrecipient and a vendor is provided in OMB Circular A-133
  - 8) "Vendor" means a dealer, distributor, merchant, or other seller providing goods or services that are required for the conduct of a federal program. These goods or services may be for an organization's own use or for the use of beneficiaries of the federal program. Additional guidance on distinguishing between a subrecipient and a vendor is provided on OMB Circular A-133.
- B. The definitions in Provision 9.A, Subparagraph 7, shall be included in all of Contractor's contracts with subrecipients and vendors.
- C. Additional definitions applicable to this Contract:
- 1) "Direct charge" means to report CMAA costs for staff that perform Medi-Cal eligible activities either 100 percent of the time or in distinct and documented blocks of time.
  - 2) "Medi-Cal percentage" means for some CMAA, LGAs claim allowable costs based on how many members of a group of people are Medi-Cal beneficiaries; this number is the Medi-Cal percentage. Costs are discounted (i.e. reduced) by the Medi-Cal percentage when the activity is directed toward a group of people that is only partly composed of Medi-Cal eligible persons. The Medi-Cal percentage is the fraction of a total population (target population) that consists of Medi-Cal beneficiaries. The numerator is the number of clients served by the claiming unit that are Medi-Cal beneficiaries, and the denominator is the total number of clients served by the claiming unit. Discount methods approved by DHCS and CMS for calculating the Medi-Cal percentage discount may be utilized.

**Exhibit H**  
**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

**Exhibit H  
Business Associate Addendum**

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.

**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 18. 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

**Exhibit H  
Business Associate Addendum**

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 Nondisclosure**

**9.1.1** 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.

**9.2 Safeguards and Security**

**9.2.1** 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.

**9.2.2** 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; updates will be available online through the [Computer Security Resource Center website](#).

**9.2.3** Business Associate shall employ FIPS 140-2 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 140-2 validation can be determined online through the [Cryptographic Module Validation Program Search](#), with information about the [Cryptographic Module Validation Program under FIPS 140-2](#). In addition, Business Associate shall maintain, at a minimum, the most current industry standards for transmission and storage of PHI and other confidential information.

**9.2.4** 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.



**Exhibit H  
Business Associate Addendum**

**9.2.5** 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.

**9.2.6** 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.

**9.3 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. 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.

**15. Access to Practices, Books and Records**

**Exhibit H  
Business Associate Addendum**

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

**16. 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.

**17. 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.

**18. 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:

**18.1 Notice to DHCS**

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

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

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- 18.1.2.1** Unsecured PHI if the PHI is reasonably believed to have been accessed or acquired by an unauthorized person;
- 18.1.2.2** Any suspected security incident which risks unauthorized access to PHI and/or other confidential information;
- 18.1.2.3** Any intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement; or
- 18.1.2.4** Potential loss of confidential information affecting this Agreement.

- 18.1.3** Notice shall be provided to the DHCS Program Contract Manager (as applicable), the DHCS Privacy Office, and the DHCS Information Security Office (collectively, "DHCS Contacts") using the DHCS Contact Information in Section 18.6.

Notice shall be made using the current DHCS "Privacy Incident Reporting Form" ("PIR Form"; the initial notice of a security incident or breach that is submitted is referred to as an "Initial PIR Form") and shall include all information known at the time the incident is reported. The form is available online at the [DHCS Data Privacy webpage](#).

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

- 18.1.3.1** Prompt action to mitigate any risks or damages involved with the security incident or breach; and
- 18.1.3.2** Any action pertaining to such unauthorized disclosure required by applicable Federal and State law.

**18.2 Investigation**

Business Associate shall immediately investigate such security incident or breach.

**18.3 Complete Report**

To provide a complete report of the investigation to the DHCS contacts within ten (10) working days of the discovery of the security incident or breach. This "Final PIR" must include any applicable additional information not included in the Initial Form. The Final PIR Form 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.

## **Exhibit H Business Associate Addendum**

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 information in addition to that requested through the PIR form, Business Associate shall make reasonable efforts to provide DHCS with such information. A "Supplemental PIR" may be used to submit revised or additional information after the Final PIR is submitted. 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.

**18.3.1** If Business Associate does not complete a Final PIR 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 Final PIR.

### **18.4 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.

### **18.5 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.

### **18.6 DHCS Contact Information**

To direct communications to 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.

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Business Associate Addendum**

**18.6.1 DHCS Program Contract Manager**

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.

**18.6.2 DHCS Privacy Office**

Privacy Office  
c/o: Office of HIPAA Compliance  
Department of Health Care Services  
P.O. Box 997413, MS 4722  
Sacramento, CA 95899-7413

Email: [incidents@dhcs.ca.gov](mailto:incidents@dhcs.ca.gov)

Telephone: (916) 445-4646

**18.6.3 DHCS Information Security Office**

Information Security Office  
DHCS Information Security Office  
P.O. Box 997413, MS 6400  
Sacramento, CA 95899-7413

Email: [incidents@dhcs.ca.gov](mailto:incidents@dhcs.ca.gov)

**19. 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.

**20. Audits, Inspection and Enforcement**

**20.1** 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.

**20.2** 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.

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**21. Termination**

**21.1 Termination for Cause**

Upon DHCS' knowledge of a violation of this Agreement by Business Associate, DHCS may in its discretion:

**21.1.1** 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

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

**21.2 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.

**22. Miscellaneous Provisions**

**22.1 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.

**22.2 Amendment**

**22.2.1** 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.

**22.2.2** Failure by Business Associate to take necessary actions required by amendments to this Agreement under Section 22.2.1 shall constitute a material violation of this Agreement.

**22.3 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

**Exhibit H**  
**Business Associate Addendum**

commenced against DHCS, its directors, officers and/or employees based upon claimed violation of HIPAA, which involve inactions or actions by the Business Associate.

**22.4 No Third-Party Beneficiaries**

Nothing in this Agreement is intended to or shall confer, upon any third person any rights or remedies whatsoever.

**22.5 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.

**22.6 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.

**DEPARTMENT OF HEALTH CARE SERVICES**

**Health Insurance Portability and Accountability Act  
Business Associate Addendum**

**Exhibit H. Attachment A**  
**Data Files**

The following data files will be provided pursuant to this Agreement:

**Local Governmental Agency (LGA)**

Each LGA will receive a list of beneficiaries who received County-Based Medi-Cal Administrative Activities (CMAA) from the LGA. The list may provide the following information, as necessary, for each beneficiary who received CMAA.

1. Social Security Number
2. Last Name
3. First Name
4. Middle Initial
5. Date Of Birth
6. Match Individual
7. Eligibility
8. Month of Eligibility
9. Currently a Medi-Cal beneficiary
10. Fee for Service or Managed Care beneficiary
11. Managed Care Organization (MCO) Name (Most recent MCO that beneficiary is/was enrolled in)
12. **Alternate Format Selection**



**STD 213A Continued**

**Item #4**

IV. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibits and add new exhibits:

Exhibit A A1 – Scope of Work (9 pages)

Exhibit B A1 – Budget Detail and Payment Provisions (9 pages)

Exhibit E A1 – Additional Provisions (7 pages)

Exhibit H – HIPAA Business Associate Addendum (10 pages)

Exhibit H, Attachment A – Data Files (1 page)

All references to Exhibit A – Scope of Work in any exhibit incorporated into this agreement shall herein after be deemed to read Exhibit A A1 – Scope of Work. Exhibit A – Scope of Work is hereby replaced in its entirety by the attached revised exhibit.

All references to Exhibit B – Budget Detail and Payment Provisions in any exhibit incorporated into this agreement shall herein after be deemed to read Exhibit B A1 – Budget Detail and Payment Provisions. Exhibit B – Budget Detail and Payment Provisions is hereby replaced in its entirety by the attached revised exhibit.

All references to Exhibit E – Additional Provisions in any exhibit incorporated into this agreement shall herein after be deemed to read Exhibit E A1 – Additional Provisions. Exhibit E – Additional Provisions is hereby replaced in its entirety by the attached revised exhibit.

All references to Exhibit G – HIPAA Business Associate Addendum in any exhibit incorporated into this agreement shall herein after be deemed to read Exhibit H – HIPAA Business Associate Addendum. Exhibit G - HIPAA Business Associate Addendum is hereby replaced in its entirety by the attached revised exhibit.

V. Provision 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised language:

4. Exhibit D(F) – Special Terms and Conditions (Attached hereto as part of this agreement. **Notwithstanding Provision 4.g., 15, 18, 23, 26, and 30 which does not apply to this agreement**) (27 pages)

VI. All other terms and conditions shall remain the same.

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# County of Inyo



## Health & Human Services - Social Services

### CONSENT - ACTION REQUIRED

**MEETING:** June 7, 2022

**FROM:** Tyler Davis

**SUBJECT:** Approval of contract with the Regents of the University of California, on behalf of its Davis Campus University Extension, for training services in amount not to exceed \$118,575.00 for the period of July 1, 2022 through June 30, 2023.

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**RECOMMENDED ACTION:**

Request Board approve the contract between the County of Inyo and the Regents of the University of California, on behalf of its Davis Campus University Extension, for training services in amount not to exceed \$118,575.00 for the period of July 1, 2022 through June 30, 2023, contingent upon the Board's adoption of a FY 2022/23 budget; and authorize the Chairperson to sign.

**SUMMARY/JUSTIFICATION:**

Inyo County is part of a training consortium made up of approximately forty small and medium sized counties. The consortium pools State Social Services training funds and has a long-standing relationship with UC Davis Extension to develop and provide targeted training to address the needs of Social Services employees in those counties. UC Davis maintains evidence-based practice research, as well as the most current federal and state laws and regulations to ensure their training programs are relevant, high quality, and up to date. The vast majority of these trainings are provided on-site at one of our local facilities, thus reducing travel costs and time away from the office for employees. This year's contract will provide 30 units (days) of on-site training throughout the fiscal year. This will provide for continued training related to not only our technical Social Services program needs, but also related to professional employee development, management and supervision development and project management, as well as increase our training opportunities for local resource families, formerly referred to as foster parents. We coordinate and mutually share training when feasible, with Mono County Social Services, as well as invite other Inyo County departments to any relevant training.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The alternative would be not to enter into this training arrangement, which supplies on-site training at no cost to the County General Fund. This contract allows our associates to receive on-going, specialized training without spending taxpayer's dollars on travel expenses.

**OTHER AGENCY INVOLVEMENT:**

We routinely invite others to the trainings where appropriate: Additional Health and Human Services staff, community partners, and other County departments (past trainings have included staff from Probation, Public Works and Child Support).

**FINANCING:**

State and Federal funding and Social Services Realignment. This expense will be budgeted in Social Services (055800) in Professional Services (5265). No County General Funds.

**ATTACHMENTS:**

1. Training Services Agreement

**APPROVALS:**

Tyler Davis	Created/Initiated - 5/4/2022
Darcy Ellis	Approved - 5/5/2022
Marilyn Mann	Approved - 5/5/2022
Melissa Best-Baker	Approved - 5/6/2022
Aaron Holmberg	Approved - 5/10/2022
John Vallejo	Approved - 5/10/2022
Amy Shepherd	Approved - 5/10/2022
Marilyn Mann	Final Approval - 5/10/2022

**TRAINING SERVICES AGREEMENT**  
(INYO COUNTY HEALTH AND HUMAN SERVICES)

THIS AGREEMENT (“**Agreement**”) is made and entered into by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (“**University**”), on behalf of its Davis Campus Continuing and Professional Education (the “**CPE**”) and INYO COUNTY HEALTH AND HUMAN SERVICES (“**User**”).

RECITALS

WHEREAS, The CPE has been established and is maintained to support University's pursuit of its constitutional objectives of instruction, research, and public service; and

WHEREAS, University is a public education institution accredited by the Western Association of Schools and Colleges, and has developed a training program (“**Program**”) and;

WHEREAS, User wishes to obtain major skills training courses for User’s personnel who provide related services in fulfillment of their goals and objectives (“**Exhibit B**”, if applicable)  
NOW, THEREFORE, University shall furnish the following services to User.

TERMS AND CONDITIONS

1. Services: University shall present the program (“**Program**”) as more fully described in “Exhibit A”, attached hereto and incorporated herein (collectively, the “**Services**”). Additional work shall be performed only if authorized in advance by written amendment to this Agreement executed by both parties. To the extent that any provision of Exhibit A is inconsistent with this Agreement, this Agreement shall take precedence.
  - a. Limit on attendance: No more than thirty (30) persons per course session may attend without the prior written approval of the University.
  - b. Reschedule/cancel of class: If User reschedules or cancels any training class within ten (10) calendar days of the Program start date, User shall pay for all expenses incurred up to the date on which University receives notice of the reschedule or cancellation.
2. Term: The term of this Agreement shall be from July 1, 2022 and continue through June 30, 2023. All courses must be completed by June 30, 2023.
3. Payment: User shall pay University for Service as set forth in “Exhibit A”, attached hereto and incorporated herein. CPE will provide User thirty (30) days’ written notice of any proposed rate change and an option to amend or terminate the Agreement. User shall pay for Services within

thirty (30) days of User's receipt of University's invoice. CPE reserves the right to suspend performance of Services if User fails to make payment in full within sixty (60) days.

4. Rules, Regulations, Policies and Guidelines: When on University property, User agrees to comply with all federal, state and local laws and University policies, as well as guidelines from the Centers for Disease Control and Prevention, state, county and other local state public health officials and University health and wellness standards, which may change from time-to-time with little or no notice. User is responsible for ensuring that its directors, officers, agents, employees, and participants who will participate in the Services at University property, comply with all applicable requirements.
5. Indemnification: The parties agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, students, or employees.
6. Insurance: University is self-insured under California law. University shall maintain this program of self-insurance throughout the term of this Agreement with retentions as follows:
  - a. General Liability (and professional liability) coverage with a per occurrence limit of a minimum of one million dollars (\$1,000,000).
  - b. Auto Liability including non-owned automobiles, with a minimums as follows:
    - i. Bodily injury
      1. Per person \$1,000,000
      2. Per accident \$1,000,000
    - ii. Property damage \$1,000,000
  - c. Workers Compensation insurance in accordance with California state law.
  - d. Employer's Liability coverage in the amount of one million dollars (\$1,000,000).
  - e. If requested by User in writing University shall provide, upon receipt of a fully-executed Agreement, a Certificate of Self-Insurance naming User, its officers, agents, and employees, individually and collectively as additional insured (except for Worker's Compensation Insurance) for services provided under this Agreement.
  - f. Coverage shall apply as primary insurance and any other insurance or self-insurance maintained by the User, its officers, agents, and employees should be excess only. This insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice given to User.

- g. Upon University's request, User shall provide University written evidence of User's insurance coverage relevant to the presence or activity of User, its officers, agents, and employees while in, on or about University property or in connection with this Agreement. In the event User's coverage is not acceptable to University, University shall have the right to immediately suspend Services. If User fails to provide acceptable insurance within ten (10) days after University's written notice, University may terminate this Agreement.
7. Non-Liability of University:
- a. Consequential Damages: University shall not be liable for any loss of profits, claims against User by any third party, or consequential damages.
  - b. Delay/Desired Result: University shall incur no liability to User or to any third party for any loss, cost, claim or damage, either direct or consequential, arising from University's delay in performance or failure to perform Services, or failure to achieve a desired result.
  - c. Liability Limitation: University's liability for damages shall not exceed the total of all charges paid by User.
8. Confidential Information: During the course of this Agreement, User may provide University with information, data, or material that it regards as proprietary or confidential. Such information shall be marked or stamped "CONFIDENTIAL INFORMATION". If communicated orally to University, User shall submit confirmation in writing within five (5) days of such disclosure. Notwithstanding, the foregoing, University agrees to safeguard names and addresses of individuals received through the performance of this Agreement in accordance with Welfare and Institution Code Section 10850.
- a. University's Obligation: University shall treat User's Confidential Information in the same manner as University treats its own similar information. Upon User's written request, University shall use reasonable means to protect User's Confidential Information by means not normally employed by University, however, University shall have no obligation to comply with any such request by User. Should such protection occur, any related costs shall be borne by User. University shall not be liable for inadvertent disclosure of Confidential Information provided University has exercised reasonable care.
  - b. Exempt Information: Confidential Information does not include information that is (i) not exempt from disclosure under the California Public Records Act (Calif. Gov. Code sec. 6250 et seq.); (ii) otherwise available to the public; (iii) rightfully received from a third party not in breach of an obligation of confidentiality; (iv) independently developed by University; (v) previously known to University; or (vi) produced in compliance with a court order or when required by law. University shall give reasonable notice to User that Confidential Information is being sought by a third party, to afford User an opportunity to

- limit or prevent disclosure. Any defense against disclosure shall be at User's sole initiative, risk, cost, and expense. University is not obligated to participate in any defense against such request for disclosure. Upon User's request, University agrees to cease using all Confidential Information and to return it promptly to User.
- c. Time Limitation: University shall not divulge User's Confidential Information for a period of three (3) years following termination of this Agreement, or earlier if User makes or allows its Confidential Information to become public knowledge, or by communicating such Confidential Information to a party not bound by an obligation of confidentiality.
  - d. Disposition of Confidential Information: Upon completion of Services or termination of this Agreement, by User's written request, University shall return any Confidential Information. Absent such request, CPE shall destroy or dispose of it according to its established procedures.
9. Disclaimer of Warranty: UNIVERSITY MAKES NO WARRANTY AS TO RESULTS TO BE OBTAINED BY USER FROM THE USE OF ANY SERVICES AND/OR FACILITIES PROVIDED BY UNIVERSITY UNDER THIS AGREEMENT. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
  10. University's Right to Use Data: University shall have the unrestricted right to use for its own purposes, including publication, any data or information which it may develop in connection with or as a result of performing the Services described in Exhibit A.
  11. Ownership of Workshop Deliverables: University shall own and retain all rights, including copyrights, in all course materials and other works prepared by University under this Agreement.
  12. Use of University's Name: User shall not use the name or mark of University in any form or manner in advertisements, reports, or other information released to the public without the prior written approval of University.
  13. Termination: Either party may terminate this Agreement at any time by giving the other party thirty (30) calendar days' written notice of such action.
  14. Force Majeure: Neither party shall be liable for delays due to causes beyond the party's control, including, but not limited to, acts of God, war, public enemy, civil disturbances, earthquakes, fires, floods, epidemics, pandemics, quarantine restrictions, strikes, freight embargoes, rolling blackouts, terrorist threats or actions on University property and unusually severe weather, performance shall be excused for a period commensurate with the period of impossibility.



University is a land-grant institution with a mission of teaching, research, public service and patient care, and it is required to recover the full cost of providing services to non-University entities such as User, and as a non-profit entity, makes no profit. Therefore, University does not have reserves from which to pay for expenditures made on behalf of User for which it is not reimbursed. In the event of a force majeure, User shall be responsible for payment of all expenses incurred to the point at which University gives or receives notice of the impossibility. If the impossibility becomes permanent, University will make best efforts to cancel or mitigate all outstanding financial commitments, and User shall be responsible for the cost of any remaining obligations.

15. Federal Contract Compliance: If this Agreement is funded wholly or in part with by a grant or contract from an agency of the federal government, University shall comply with all terms and conditions applicable to recipients of such funds and their contractors.
16. Conflict of Interest: User affirms that, to the best of User's knowledge, no University employee who has participated in University's decision-making concerning this Agreement has an "economic interest" in this Agreement or User. A University employee's "economic interest" means:
- a. An investment worth \$2,000 or more in User or its affiliate;
  - b. A position as director, officer, partner, trustee, employee or manager of User or its affiliate;
  - c. Receipt during the past 12 months of \$500 in income or \$440 in gifts from User or its affiliate; or
  - d. A personal financial benefit from this Agreement in the amount of \$250 or more.

In the event of a change in these economic interests, User shall provide written notice to University within thirty (30) days after such change, noting such changes. User shall not be in a reporting relationship to a University employee who is a near relative, nor shall a near relative be in a decision-making position with respect to User.

17. Tobacco-free Campus: University is a tobacco-free institution. Use of cigarettes, cigars, oral tobacco, electronic cigarettes and all other tobacco products is prohibited on all University owned or leased sites.
18. Equal Opportunity Affirmative Action: University will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, University will abide by 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: **"This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and**

**prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.”** With respect to activities occurring in the State of California, University agrees to adhere to the California Fair Employment and Housing Act. University will provide User on request a breakdown of its labor force by groups as specified by University, and will discuss with University its policies and practices relating to its affirmative action programs. University will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.

19. CANRA: University represents and warrants that it complies with the California Child Abuse and Neglect Reporting Act (“**CANRA**”). Failure to comply with CANRA will constitute a material breach of the Agreement and be grounds for termination.

20. Notices: Notices shall be directed to the appropriate parties at the following addresses:

UNIVERSITY  
Jennifer Lowery  
Program Analyst  
Continuing & Professional Education  
University of California, Davis  
463 California Avenue  
Davis, CA 95616  
E-mail: jndavis@ucdavis.edu

USER  
Tyler Davis  
Administrative Secretary II  
Inyo County  
Health and Human Services  
1360 N Main Street  
Bishop, CA 93514  
E-mail: tdavis@inyocounty.us

ADDITIONAL UNIVERSITY  
Human Services  
Custom Training and Services  
Continuing & Professional Education  
University of California, Davis  
463 California Avenue  
Davis, CA 95616  
E-mail:  
UCDE-CTS@ou.ad3.ucdavis.edu

ADDITIONAL USER  
Melissa Best Baker  
Senior Management Analyst  
Inyo County  
Health and Human Services  
PO Drawer H  
Independence, CA 93526  
E-mail: mbestbaker@inyocounty.us

21. Attorneys’ Fees: If any action at law or equity is brought to enforce or interpret the terms of this Agreement, including collection of delinquent payment, the prevailing party shall be entitled to reasonable attorney’s fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.

- 22. Relationship of the Parties: The parties to this Agreement shall be and remain at all times independent contractors, neither being the employee, agent, representative, or User of the other in their relationship under this Agreement.
- 23. Governing Law: This Agreement shall be construed pursuant to California law.
- 24. Amendment: No change in any term or condition of this Agreement shall become effective unless by amendment in writing signed by both parties.
- 25. Severability: If a provision of this Agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity, or enforceability of any other provision of the Agreement or of any portion of the invalidated provision that remains legal, valid, or enforceable.
- 26. Entire Agreement: The terms of User's addendum or purchase order shall have no effect on the terms and conditions of this Agreement. This Agreement contains all of the terms and conditions applicable to the Services provided hereunder and constitutes the entire understanding of the parties respecting the subject matter hereof, superseding any prior understanding or Agreement between them, written or oral, regarding the same subject matter.

**AGREED AND ACCEPTED:**

**THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA**

**INYO COUNTY  
HEALTH AND HUMAN SERVICES**

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

By: \_\_\_\_\_  
(authorized signatory)

UC Davis

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

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

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

**EXHIBIT A**

**TRAINING PROGRAM**

1. 30.00 Unit(s) of training in the subject areas selected by the agency from the UC Davis Continuing and Professional Education curriculum.
2. University will provide the following:
  - a. Needs assessment, curriculum planning and implementation.
  - b. Instructional and student services.
  - c. Instructional materials.
  - d. Evaluation and feedback.
  - e. Continuing education credit.
  - f. Off-site training site and audio-visual equipment when on-site facility and equipment are not available. (Extra training units may be charged.)
  - g. Food and non-alcoholic beverages when requested by the User in writing. (Extra training units may be charged.)
  - h. Any other items when requested by the User in writing and approved by University. (Extra training units may be charged.)
  - i. Per client request, 7% cost share shall be applied only to actual expenses incurred under this contract.
3. User will provide the following:
  - a. Training facility and audio-visual equipment.
  - b. On-site coordination of training.

Training Units	CHS Daily Rate		
30.00	\$ 4,250.00	\$127,500.00	Total Contract Amount
		(\$8,925.00)	Less CPE 7% Cost Share
		<b>\$118,575.00</b>	<b>Total Client Contract Share</b>

**Exhibit B**

INSERT EXHIBIT B INFORMATION HERE, IF THERE IS NO EXHIBIT B, PLEASE STATE "N/A" ON THIS EXHIBIT.

N/A



# County of Inyo

## Planning Department

### CONSENT - ACTION REQUIRED

**MEETING:** June 7, 2022

**FROM:** Cathreen Richards

**SUBJECT:** Amendment 6 - Hydrodynamics

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**RECOMMENDED ACTION:**

Request the Board approve Amendment No. 6 to the contract between County of Inyo and the Hydrodynamics Group (Hydrodynamics) to amend Section 2 – Term of the agreement to be July 1, 2016 through June 30, 2023, contingent upon the Board's adoption of the Fiscal Year 2022-2023 budget; and authorize the Chairperson to sign, contingent upon appropriate signatures being obtained.

**SUMMARY/JUSTIFICATION:**

Inyo County has been involved as an Affected Unit of Local Government (AULG) throughout the Yucca Mountain high-level radioactive waste repository proceedings. The Hydrodynamics Group LLC has provided consistent and high quality consulting services for the evaluation and monitoring of groundwater regarding the proposed Yucca Mountain repository during this time.

The County had the Hydrodynamics Group LLC under contract from 1997-2013 for professional services regarding groundwater and the proposed Yucca Mountain repository, but let it lapse when the licensing proceedings were halted by the NRC. On June 24, 2014 the County entered into a new sole-source Contract with Hydrodynamics to provide technical expertise in the review and evaluation of the Department of Energy's (DOE) Supplemental Environmental Impact Statement (SEIS) with regard to technical reports, data and information on groundwater impacts of the proposed Yucca Mountain repository and any updates to the 2009 report titled: Analysis of Post Closure Groundwater Impacts for a Geologic Repository for the Disposal of Spent Nuclear Fuel and High-Level Radioactive Waste at Yucca Mountain, Nye County, Nevada. Once this work was completed, this contract also lapsed due to inactivity. The County entered into a new sole-source Contract with Hydrodynamics on July 1, 2016 for further review of the SEIS. The contract was amended on June 27, 2017 extending the time of the contract to end on June 30, 2018; on June 5, 2018 to extend it to June 30, 2019; and on June 11, 2019 to extend to June 30, 2020; and on June 15, 2021 to extend to June 30, 2022. The contract with Hydrodynamics is now proposed to be amended to extend the time of the contract to end on June 30, 2023.

Although presently there is not a lot of active interest in storing high-level radioactive waste at Yucca Mountain, there is always the possibility of the licensing proceedings to restart. It would be in the County's best interest to keep its consultants under contract in case the licensing proceedings or other activities related to Yucca Mountain are to begin again. Funding for Yucca Mountain oversight by the County is funded through money the County received from the Department of Energy.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board could not approve the amendment. This is not recommended as Hydrodynamics' history and expertise are valuable assets for the County to utilize in reviewing and commenting on activities related to Yucca Mountain.

**OTHER AGENCY INVOLVEMENT:**

U.S. Department of Energy

**FINANCING:**

Projects and oversight of the proposed Yucca Mountain repository are paid with funding through the Department of Energy, and fund balance is available to offset these costs. These amendments do not affect the Yucca Mountain Oversight Budget (620605). If additional funding is required in the future for this work, staff will propose a budget amendment.

**ATTACHMENTS:**

1. Amendment 6

**APPROVALS:**

Cathreen Richards  
Darcy Ellis  
John Vallejo  
Amy Shepherd  
Cathreen Richards

Created/Initiated - 5/10/2022  
Approved - 5/10/2022  
Approved - 5/11/2022  
Approved - 5/11/2022  
Final Approval - 5/11/2022

**AMENDMENT NO. SIX TO THE AGREEMENT BETWEEN  
THE COUNTY OF INYO AND  
THE HYDRODYNAMICS GROUP  
FOR THE PROVISION OF PROFESSIONAL SERVICES**

**WHEREAS**, the County of Inyo (hereinafter referred to as “County”) and The Hydrodynamics Group (hereinafter referred to as Contractor) have entered into an Agreement for the provision of professional services dated June 14, 2016 on County of Inyo Standard Contract No. 156 for the term from July 1, 2016 to June 30, 2017.

**WHEREAS**, on June 27, 2017 the County and Contractor consented to amend the Agreement at Section 2 - Term to be July 1, 2016 to June 30, 2018.

**WHEREAS**, on June 5, 2018 the County and Contractor consented to amend the Agreement at Section 2 - Term to be July 1, 2016 to June 30, 2019.

**WHEREAS**, on June 11, 2019 the County and Contractor consented to amend the Agreement at Section 2 - Term to be July 1, 2016 to June 30, 2020.

**WHEREAS**, on May 5, 2020 the County and Contractor consented to amend the Agreement at Section 2 - Term to be July 1, 2020 to June 30, 2021.

**WHEREAS**, on June 15, 2021 the County and Contractor consented to amend the Agreement at Section 2 - Term to be July 1, 2020 to June 30, 2022.

**WHEREAS**, on June 15, 2021 the County and Contractor consented to amend the Agreement at Section 3 - CONSIDERATION at Subsection D – Limit upon payable under Agreement. Shall not exceed \$30,000

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

**WHEREAS**, County and Contractor do desire to consent to amend such Agreement as set forth below.

**County and Contractor hereby amend such Agreement as follows:**

1. Amend Section 2 - TERM to July 1, 2016 to June 30, 2023.
2. Amend the term to July 1, 2021 – June 30, 2023 on Attachments A-E as applicable.



**AMENDMENT NO. SIX TO THE AGREEMENT BETWEEN THE COUNTY OF  
INYO AND  
THE HYDRODYNAMICS GROUP  
FOR THE PROVISION OF PROFESSIONAL SERVICES**

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

**COUNTY**

**CONTRACTOR**

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

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

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

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

APPROVED AS TO FORM AND LEGALITY:

*Christian E. Milovich*

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

APPROVED AS TO ACCOUNTING FORM:



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

APPROVED AS TO PERSONNEL REQUIREMENTS:

*K. Oney*

\_\_\_\_\_  
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

*Caron Holmberg*

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

**AMENDMENT NO. FIVE TO THE AGREEMENT  
BETWEEN THE COUNTY OF INYO AND  
THE HYDRODYNAMICS GROUP  
FOR THE PROVISION OF PROFESSIONAL SERVICES**

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**County and Contractor hereby amend such Agreement as follows:**

- Amend Section 2 - TERM to July 1, 2016 to June 30, 2022
- Amend Section 3 - CONSIDERATION at Subsection D – Limit upon payable under Agreement. Shall not exceed \$30,000

2021 JUN 18 11:29

**AMENDMENT NO. FIVE TO THE AGREEMENT BETWEEN THE COUNTY  
OF INYO AND  
THE HYDRODYNAMICS GROUP  
FOR THE PROVISION OF PROFESSIONAL SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS  
AND SEALS THIS 15th DAY OF June, 2021.

**COUNTY**

**CONTRACTOR**

By: 

By: 

Dated: 06/15/2021

Dated: April 19, 2021

APPROVED AS TO FORM AND LEGALITY:

  
County Counsel

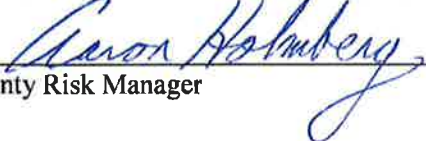
APPROVED AS TO ACCOUNTING FORM:

  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

  
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

  
County Risk Manager

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND The Hydrodynamics Group, LLC**  
**FOR THE PROVISION OF Hydrological Consulting Services SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Hydrological Consulting Services services of The Hydrodynamics Group, LLC (hereinafter referred to as "Consultant"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

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

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

**2. TERM.**

The term of this Agreement shall be from July 1, 2016 to June 30, 2017 unless sooner terminated as provided below.

**3. CONSIDERATION.**

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Consultant for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed \$20,000 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Consultant for services or work performed, including travel or per diem, which is in excess of the contract limit.

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

F. Federal and State taxes.

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

**4. WORK SCHEDULE.**

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

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

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

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

**6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.**

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

**7. COUNTY PROPERTY.**

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

B. Products of Consultant's Work and Services. Any and all compositions, publications, plans, s, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result,

product, or manifestation of, Consultant's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Consultant will convey possession and title to all such properties to County.

**8. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES.**

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

**9. STATUS OF CONSULTANT.**

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

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

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

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

**10. DEFENSE AND INDEMNIFICATION.**

For professional services rendered under this Contract, Consultant agrees to indemnify, including the cost to defend County and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its employees or agents in the performance of professional services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the County.

Contractor shall hold harmless, defend, and indemnify County and its officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Consultant, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the County.

Consultant's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Consultant to procure and maintain a policy of insurance. If the Consultant maintains higher limits than the minimum required on the insurance attachment to this Agreement, the County requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

To the extent permitted by law, County shall defend, indemnify, and hold harmless Consultant, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities,

expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

**11. RECORDS AND AUDIT.**

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

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

**12. NONDISCRIMINATION.**

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

**13. CANCELLATION.**

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

**14. ASSIGNMENT.**

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

**15. DEFAULT.**

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



**16. WAIVER OF DEFAULT.**

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

**17. CONFIDENTIALITY.**

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

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

**18. CONFLICTS.**

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

**19. POST AGREEMENT COVENANT.**

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

**20. SEVERABILITY.**

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

**21. FUNDING LIMITATION.**

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Consultant of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-two (22) (Amendment).

**22. AMENDMENT.**

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

**23. NOTICE.**

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Consultant or County shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

<b>County of Inyo:</b>	
Inyo County Planning Department	Department
PO Drawer C	Address
Independence, CA 93526	City and State

<b>Consultant:</b>	
The Hydrodynamics Group, LLC	Name
18711 76th Avenue West	Address
Edmonds, WA 98626	City and State

**24. ENTIRE AGREEMENT.**

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

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**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND The Hydrodynamics Group, LLC**  
**FOR THE PROVISION OF Hydrological Consulting Services SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
DAY OF \_\_\_\_\_, \_\_\_\_\_.

COUNTY OF INYO

By:   
Dated: 6-14-16

CONSULTANT

By: Michael J. King  
Signature  
Michael J. King  
Print or Type Name  
Dated: May 11, 2016

APPROVED AS TO FORM AND LEGALITY:

  
County Counsel

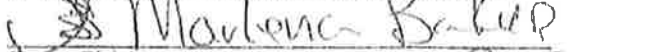
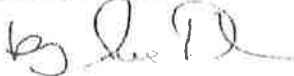
APPROVED AS TO ACCOUNTING FORM:

  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

  
County Risk Manager  


**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND The Hydrodynamics Group, LLC  
FOR THE PROVISION OF Hydrological Consulting Services SERVICES**

**TERM:**

**FROM:** July 1, 2016

**TO:** June 30, 2017

**SCOPE OF WORK:**

1. Contractor shall assist the County in the review and evaluation of the Final Supplemental Environmental Impact Statement (SEIS) that was prepared by the U.S. Nuclear Regulatory Commission (NRC) addressing the post closure impacts of the proposed Yucca Mountain nuclear waste repository on groundwater resources, for the level and quality of the NRC responses to the County's comments on the Draft SEIS. This work shall include, but not be limited to, a review to ensure that the NRC responded to each of the County's comments on the DRAFT SEIS; an evaluation of the responses to ensure the County's concerns have been addressed appropriately; provide a written summary of these findings; and be prepared to assist the County in supporting its existing contentions or crafting new contentions based on the comments and concerns the County has submitted to the NRC. This work may also include evaluating any new models or information introduced by the NRC in the Final SEIS.
2. Contractor shall receive direction as to the scope of the work to be performed from the Inyo County Planning Department and/or the Inyo County County Counsel.
3. Contractor shall provide all secretarial and clerical support reasonably and customarily necessary to perform the services described in this Agreement.
4. Contractor shall maintain and retain files and materials on cases and other matters upon which he/she is working. Once completed, Contractor may deliver the files and materials to the Inyo County Planning Department for storage.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND The Hydrodynamics Group, LLC  
FOR THE PROVISION OF Hydrological Consulting Services SERVICES**

**TERM:**

**FROM:** July 1, 2016

**TO:** June 30, 2017

**SCHEDULE OF FEES:**

**1. COMPENSATION:**

County shall pay to Contractor for the work and services as described in Attachment A which are performed by the Contractor at County's request, at a rate not to exceed \$20,000.

**2. INCIDENTAL EXPENSES:**

County shall reimburse Contractor for those incidental expenses which are necessarily incurred by Contractor in providing the services and work under this Agreement. Reimbursement for incidental expenses shall not be paid in excess of the amount of Compensation (\$20,000).

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND The Hydrodynamics Group, LLC  
FOR THE PROVISION OF Hydrological Consulting Services SERVICES**

**TERM:**

**FROM:** July 1, 2016

**TO:** June 30, 2017

**SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:**

Contractor will be compensated only for expenses incurred while performing tasks specified in the Scope of Work. Travel and Per Diem expenses will be paid out of the \$20,000 total cost of the contracted work and travel only for tasks included in the Scope of Work will be reimbursed.

**ATTACHMENT D**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND The Hydrodynamics Group, LLC  
FOR THE PROVISION OF Hydrological Consulting Services SERVICES**

**TERM:**

**FROM:** July 1, 2016 **TO:** June 30, 2017

**SEE ATTACHED INSURANCE PROVISIONS**

ATTACHMENT E

AGREEMENT BETWEEN COUNTY OF INYO  
AND The Hydrodynamics Group, LLC  
FOR THE PROVISION OF Hydrological Consulting Services SERVICES

TERM:

FROM: July 1, 2016

TO: June 30, 2017

FEDERAL FUNDS ADDENDUM

1. Section 11, Part B, *Inspections and Audits*, of the contract is amended to read:  

"Any authorized representative of the County, or of a *federal, or state agency* shall have access to any books, documents, papers, records, including, but not limited to, financial records of the Consultant, which the County or *federal or state agency* determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Consultant. Further, the County or *federal or state agency* has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement. Copies of any of these records shall be furnished, if requested."
2. **Covenant Against Contingent Fees.** The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the consultant, to solicit or secure this agreement, and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this agreement. For breach or violation of this warranty, the local agency shall have the right to annul this agreement without liability, or at its discretion; to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
3. **Delays and Extensions.** The term of the contract may be extended in the case of unavoidable delays, changes in the scope of work or level of effort required to meet the project objectives, and for consideration of corresponding warranted adjustments in payment. An extension of contract time is granted as described in Section 23, *Amendment*, of the contract.
4. **Termination or Abandonment.** The provisions of Section 15, *Default*, will also apply if the contract is terminated because of circumstances beyond the control of the consultant. The provisions of the section entitled "**County Property**" Section 7.B., shall apply to any partially completed work if the contract is terminated or abandoned.
5. **General Compliance with Laws and Wage Rates.** The consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 177, and all federal, state, and local laws and ordinances applicable to the work.

Any subcontract entered into as a result of this contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.



ATTACHMENT E - Continued

AGREEMENT BETWEEN COUNTY OF INYO  
AND The Hydrodynamics Group, LLC  
FOR THE PROVISION OF Hydrological Consulting Services SERVICES

TERM:

FROM: July 1, 2016

TO: June 30, 2017

FEDERAL FUNDS ADDENDUM

6. **Consultant's Endorsement on PS&E/Other Data.** The consultant's responsible engineer shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by him/her, and where appropriate, indicate his/her California registration number.
7. **Disadvantaged Business Enterprise Considerations.** Consultants must give consideration to DBE firms as specified in 23 CFR 172.5(b), 49 CFR, Part 26. The Consultant shall comply with the applicable provisions of Exhibit 10-I, "Notice to Proposers Disadvantaged Business Enterprise Information," and Exhibit 10-J, "Standard Agreement for Subcontractor/DBE Participation," that were included in the Request for Statements of Qualifications,
8. **Safety.** The consultant shall comply with OSHA regulations applicable to the Consultant regarding necessary safety equipment or procedures. The Consultant shall comply with safety instructions issued by the county's project manager and other county representatives. Consultant personnel shall wear hard hats and safety vests at all time when working on the construction project site.

Pursuant to the authority contained in Section 591 of the Vehicle Code, the county has determined that such areas are within the limits of the project and are open to public traffic. The Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

Any subcontract entered into as a result of this contract shall contain all of the provisions of the Article.

9. **Certifications.** Exhibits 10-F "Certification of Consultant, Commissions & Fees" and 10-G, "Certification of Agency" are included as attachments to the contract and made a part of.



# County of Inyo



## Planning Department

### CONSENT - ACTION REQUIRED

**MEETING:** June 7, 2022

**FROM:** Cathreen Richards

**SUBJECT:** Contract between the Inyo Local Agency Formation Commission and the County of Inyo to provide staff services

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**RECOMMENDED ACTION:**

Request the Board of Request Board approve the contract between Inyo Local Agency Formation Commission (LAFCo) and Inyo County for the provision of staff services in an amount not to exceed 19,313.46 for the period of July 1, 2022 through June 30, 2023, contingent upon the Board's approval of the Fiscal Year 2022-2023 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

**SUMMARY/JUSTIFICATION:**

The Inyo LAFCO contracts with the Inyo County Planning Department for the services of LAFCO Executive Officer and support staff. The Commission also contracts with the Inyo County Office of County Counsel for legal services. A single contract between Inyo LAFCO and the County of Inyo Planning Department covers both staff and counsel services. Inyo LAFCO has budgeted \$19,313.46 for Fiscal Year (FY) 2022-2023 for staff and counsel services.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board could not approve the contract and not direct staff to provide services to Inyo LAFCO as outlined in the contract.

**OTHER AGENCY INVOLVEMENT:**

City of Bishop

**FINANCING:**

The Inyo LAFCO FY 2022-2023 Final Budget proposes both the City of Bishop and Inyo County contribute \$15,000 in funding for the Inyo LAFCO FY 2022-2023 Budget. Funds are expended through the LAFCO Budget (451001), Professional Services & Fees (5265). Revenues are realized in the Planning Budget (023800) and the County Counsel Budget (010700), LAFCO Fees Revenue Code (4817).

**ATTACHMENTS:**

1. LAFCo Contract

**APPROVALS:**

Cathreen Richards  
Darcy Ellis  
Cathreen Richards  
Keri Oney  
John Vallejo  
Amy Shepherd

Created/Initiated - 5/31/2022  
Approved - 6/1/2022  
Approved - 6/1/2022  
Approved - 6/2/2022  
Approved - 6/2/2022  
Final Approval - 6/2/2022

**AGREEMENT BETWEEN THE COUNTY OF INYO  
AND THE INYO LOCAL AGENCY FORMATION COMMISSION  
FOR THE PROVISION OF SERVICES**

**INTRODUCTION**

WHEREAS, the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Government Code § 56000 et seq., hereinafter referred to as "Act") governs Local Agency Formation Commission operations, policies, and procedures; and

WHEREAS, Government Code § 56384 requires Inyo Local Agency Formation Commission (hereinafter referred to as ("Inyo LAFCO") to appoint an Executive Officer and Legal Counsel, and Government Code § 56380 allows Inyo LAFCO to contract with any public agency or private party for personnel and facilities; and

WHEREAS, Inyo LAFCO has the need for the services of the County of Inyo (hereinafter referred to as "County"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

The County shall provide to Inyo LAFCO, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

Services and work provided by the County under this Agreement will be performed by County employees or other County contractors in a manner consistent with the requirements and standards established by applicable federal, state, and county laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

When County performs work or services under this Agreement, County may have such work or services performed either by its own employees or, upon approval by Inyo LAFCO, by one or more of County's contractors. County will have such work or services performed by employees or contractors who are qualified to, and capable of, doing such work. County has the right in its sole discretion to determine which employee(s) are qualified and capable, and to determine which employee(s) of those which are deemed qualified and capable, are to actually perform the work and services under this Agreement. Inyo LAFCO has no right to designate, or require the work or services to be performed by a particular County Department, class of County employees, or particular employee(s). Further, County need not obtain Inyo LAFCO's approval prior to or after incurring any travel and/or per diem, or overtime expenses in performing work or services under this Agreement.

**2. TERM.**

The term of this Agreement shall be from July 1, 2022 to June 30, 2023 unless sooner terminated as provided below.

### 3. CONSIDERATION.

A. County Employee(s). Where work and services are performed by County employee(s) under this Agreement, the consideration to be paid by Inyo LAFCO to County for such services and work is the sum total of the (1) hourly rate costs (including overtime, if any), (2) fringe benefits cost, and (3) overhead and administrative costs (including travel and per diem, if any), for each employee who performed any work or services under this Agreement. Hourly rate costs (non overtime), including fringe benefits are set forth in Attachment B to this Agreement.

(1) Hourly Rate Costs. The product of the number of hours (rounded up or down to the nearest 1/2 (0.50) of an hour) which a County employee worked under this agreement, multiplied by the employee's hourly rate of pay as set by the most recent County salary ordinance, resolution, or employee contract. Where the circumstances of the services and work requested by Inyo LAFCO under this Agreement require the County employee to work in excess of eight (8) hours per day or forty (40) hours per week (hereinafter referred to as "overtime"), and County is obligated by law or contract to compensate the employee for such overtime at a rate of one and one half (1½) times their hourly rate of pay, the hourly rate of pay for such overtime hours worked under this Agreement will be one and one half (1½) times the employee's hourly rate of pay as set by the most recent County salary ordinance, resolution, or employee contract.

(2) Fringe Benefit Costs. The product of the hourly rate costs multiplied by 40% (0.40).

(3) Overhead and Administrative Costs. The product of the hourly rate costs multiplied by 20% (0.20), plus special, travel and per diem costs if any. Where a County employee travels and/or incurs per diem expenses in performing work under this Agreement, the travel and per diem costs for such work will be the actual costs to the County for such travel and per diem. Actual costs to the County will be determined by the most recent County ordinance or resolution establishing travel and per diem reimbursement rates for County employees. Special costs are those approved in advance by Inyo LAFCO for particular specialized equipment, supplies, tools and materials to be used by County in performing under this Agreement.

(4) Exception For County Counsel. Notwithstanding the foregoing, the consideration to be paid for services of professional employees of the Office of the County Counsel shall be the flat hourly rate (inclusive of benefits and overhead) shown in Attachment B to this Agreement, plus any special, travel and per diem costs as provided in Paragraph 3.A.(3) above.

B. Other County Contractors. Where work and services under this Agreement are performed by another County contractor, the consideration to be paid by Inyo LAFCO to County for such services and work is the sum total of (1) the contract costs and (2) administrative costs for each County contractor who performs any work or services under this Agreement.

(1) Contract Costs. The total costs to the County (including all labor, travel and per diem, overhead, administrative costs, and other fees) charged by such other contractor to County for the performance of work or services under this Agreement.

(2) Administrative Costs. The product of the contract cost multiplied by 20% (0.20), plus any special costs as defined in Section 3.A.(3) above.

C. Limit Upon Amount Payable Under Agreement. Except for amounts payable to County under Section 6 for Defense and Indemnification, the total sum of all payments made by Inyo LAFCO to County for services and work performed under this Agreement, shall not exceed Nineteen Thousand Three Hundred and Thirteen Dollars (\$ \$19,313.46 ) hereinafter referred to as "contract limit"). County expressly reserves the right to decline to perform any work or services which would be in excess of the contract limit.

D. Insurance. Inyo LAFCO 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 to Inyo LAFCO operations and thereby Inyo LAFCO's performance under the contract. For any claim related to this contract, Inyo LAFCO's coverage shall be primary as respects Inyo County. Coverage shall be at least as broad as the following:

1. (REQUIRED) General liability insurance on an occurrence basis, including products and completed operations, p[roperty damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the general liability policy with respect to liability arising out of work or operations performed by or on behalf of Inyo LAFCO, including materials, parts, or equipment furnished in connection to such work or operations.

2. (REQUIRED) Hired and non-owned automobile liability insurance with limits no less than \$1,000,000 per accident for bodily injury and property damage.

3. (RECOMMENDED if Inyo LAFCO will be receiving/storing/transmitting personally identifiable information (PII) or personal medical information (PMI)) Cyber liability insurance with limits not less than \$1,000,000 per occurrence or claim.

E. Billing and Payment. County shall submit to Inyo LAFCO, once a month, an itemized statement of all services and work described in Attachment A. This statement will be submitted to Inyo LAFCO not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. County's statement to the Inyo LAFCO will also include an itemization of any travel or per diem expenses incurred by County during that period. Upon timely receipt of the statement by the fifth (5th) day of the month, Inyo LAFCO shall make payment to County on or before the last day of the month.

F. Federal and State Taxes. Inyo LAFCO will not withhold any federal or state income taxes or social security from any payments made by Inyo LAFCO to County under the terms and conditions of this Agreement.

#### **4. WORK SCHEDULE.**

County's obligation is to perform, in a reasonably timely manner, those services and work identified in Attachment A. It is understood by Inyo LAFCO that the performance of these services and work will require cooperation and coordination between County, Inyo LAFCO, and other parties. Inyo LAFCO and County will use their best efforts to arrange their own schedules, and coordinate with other interested parties, to ensure that services and work under this Agreement can be performed within the time frames set by mutual agreement.

#### **5. STATUS OF PARTIES.**

County is a political subdivision of the State of California. Inyo LAFCO is a special district authorized by the Act. Each party is a public entity independent of the other. Inyo LAFCO by virtue of this Agreement has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment A, County has no authority or responsibility to exercise any rights or power vested in the Inyo LAFCO. It is understood by both Inyo LAFCO 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 entity:

03062019

A. County shall determine the method, details, and means of performing the work and services to be provided by County under this Agreement.

## **STATUS OF COUNTY OFFICERS AND EMPLOYEES.**

A. County officers and employees while providing work and services under this Agreement, remain County officers and employees subject to the exclusive control, direction, and supervision by County.

B. County officers and employees providing work and services under this Agreement will do so in accordance with all federal and state laws applicable to the County, and in accordance with all County ordinances, resolutions, rules, regulations, policies, and Board of Supervisors directions. Exceptions to this will be made only for those Inyo LAFCO ordinances, resolutions, rules, regulations, policies, and directions which have been formally adopted by Inyo LAFCO and approved in writing by the County for implementation under this Agreement.

C. County expressly and specifically retains the right to hire, fire, and discipline any County officer or employee who provides work or services under this Agreement. If Inyo LAFCO is unsatisfied with the performance of any County officer or employee who provides work or services under this Agreement, Inyo LAFCO shall promptly notify the County and request that the County consider taking appropriate action.

D. Except as provided in this Agreement, no County officer or employee shall provide any work or services to Inyo LAFCO. Further, Inyo LAFCO shall not hire, retain, engage, contract or employ any County officer or employee except under the provisions of this Agreement.

## **6. WARRANTY OF ELIGIBILITY.**

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>.

## **8. DEFENSE AND INDEMNIFICATION.**

To the extent permitted by law, each party hereto shall defend, indemnify, and hold harmless the other and its officers, employees, and agents from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, its acts or omissions, or that of its officers, employees, or agents in the performance of this Agreement.

## **8. CANCELLATION.**

This Agreement may be cancelled by either party without cause, and at will, for any reason by giving to the other party sixty (60) calendar day's written notice of such intent to cancel.

## **9. DEFAULT.**

A. If Inyo LAFCO fails to pay County for the work and services performed by County in a timely manner, County may declare the Inyo LAFCO in default and terminate this Agreement upon thirty (30) calendar day's written notice to Inyo LAFCO. Upon such termination by default, Inyo LAFCO will pay to County all amounts owing to County for services and work performed to the date of termination.

B. Except as provided in paragraph "A" above, if a party to this Agreement should fail to comply with the terms and conditions of this Agreement in a timely manner, the other party may declare a default and notify the "defaulting" party in writing of the facts constituting such default. Upon making such written notification, the defaulting party will have thirty (30) calendar days to cure such default. A party shall be

deemed to cure the default if within the time period set forth herein, the defaulting party begins and thereafter diligently continues to completion curing such default. Service of a notice of default on the defaulting party and allowance of said thirty (30) calendar day period for the defaulting party to commence with diligence to cure such default shall be a condition precedent to any termination of this Agreement or to the bringing of any action based upon such default. If any default is not cured or deemed cured hereunder, the non-defaulting party, at its election, may terminate this Agreement by written notice thereof to the defaulting party. Upon such termination by default, Inyo LAFCO will pay to County all amounts owing to County for services or work performed to the date of termination and County will turn over to Inyo LAFCO all information, work papers, reports, analysis of other information in County's possession as may relate to the services and work being performed hereunder.

**10. 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 of any 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 18 below.

**11. ASSIGNMENT/SUBCONTRACTING.**

This is an agreement for the services of County. Inyo LAFCO has relied upon the skills, knowledge, experience, and training of County as an inducement to enter into this Agreement. County shall not assign this Agreement, or any part of it. However, County may, with the approval of Inyo LAFCO, subcontract work or services it is to perform under this Agreement.

**12. PRODUCTS OF COUNTY'S WORK AND SERVICES.**

Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, or studies, which are created, produced, assembled, compiled by, or are the result, product, or manifestation of County's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the Inyo LAFCO. At the termination of the Agreement, County will convey possession and title to all such properties to Inyo LAFCO. However, any and all works of art, inventions, patents, trademarks, copyrights or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of County's services or work under this Agreement, are, and at the termination of this Agreement remain, the sole and exclusive property of County.

**13. RECORDS AND AUDIT.**

A. Records. County shall prepare and maintain all records required by the various provisions of this Agreement, and federal, state, county, and municipal, ordinances, regulations, and directions. County shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. County may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of Inyo LAFCO shall have access to any books, documents, papers, and records, including, but not limited to, financial records of County, which County determines to be pertinent to this Agreement, for the purposes of making audit evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by County. Further, Inyo LAFCO has the right to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.



**14. NONDISCRIMINATION.**

During the performance of this Agreement, neither party, or their agents, officers and employees, shall unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, ages, or sex. Both parties and their agents, officers, and employees shall comply with the provisions, of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. The parties shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

**15. 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.

**16. SEVERABILITY.**

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

**17. FUNDING LIMITATION.**

The ability of Inyo LAFCO to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, Inyo LAFCO has the option to cancel, reduce, or modify this Agreement, or any of its terms within five (5) calendar days of its notifying County of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of Paragraph 18.

**18. 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.

**19. NOTICE.**

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Inyo LAFCO or County shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

County of Inyo  
COUNTY ADMINISTRATOR  
224 North Edwards  
P.O. Box N  
Independence, California 93526

Inyo LAFCO:  
Cathreen Richards \_\_\_\_\_ Name  
Executive Officer  
168 North Edwards \_\_\_\_\_ Street  
P.O. Box L  
Independence, CA 93526 \_\_\_\_\_ City and State

**20. ENTIRE AGREEMENT.**

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

///

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**AGREEMENT BETWEEN THE COUNTY OF INYO  
AND THE INYO LOCAL AGENCY FORMATION COMMISSION  
FOR THE PROVISION OF SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

**COUNTY OF INYO**

**INYO LAFCO**

By: \_\_\_\_\_

By: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
Print or Type Name

Dated: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

Christian E. Milovich  
County Counsel

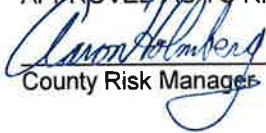
APPROVED AS TO ACCOUNTING FORM:

  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

K. Oney  
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

  
County Risk Manager

**ATTACHMENT A**

**AGREEMENT BETWEEN THE COUNTY OF INYO  
AND THE INYO LOCAL AGENCY FORMATION COMMISSION  
FOR THE PROVISION OF SERVICES**

**TERM:**

**FROM:** July 1, 2022 **TO:** June 30, 2023

**SCOPE OF WORK:**

**SERVICES TO BE PROVIDED BY THE COUNTY**

- A. Services of the appointed Executive Officer as provided by 56384(a) of the Act.
- B. Services of the appointed legal counsel as provided by 56384(b) of the Act.
- C. Preparing staff analyses, reports, CEQA documents, proposed findings and other agenda materials for the Inyo County LAFCO relating to boundary proposals, contracts for provision of new and extended services outside city and district jurisdictional boundaries, sphere of influence amendments, periodic review of sphere of influence designations and any other matters that are within the Commission's authority under the Act.
- D. Calling, staffing, noticing, and otherwise coordinating Commission meetings in accordance with the Act and Inyo LAFCO policies and procedures.
- E. Preparing, mailing, filing, publishing and keeping records of agendas, notices and other required official documents on behalf of the Inyo LAFCO.
- F. Responding to inquiries, providing information, and technical assistance to interested public agencies and individuals.
- G. Providing supporting fiscal services such as the development of the annual Inyo LAFCO budget, management of Inyo LAFCO financial accounts including the processing of Inyo LAFCO fees and charges; the processing of payment of Commission charges and expenses, and the preparation of required fiscal reports.
- H. Informing Inyo LAFCO Commissioners of new legislation, correspondence with the Commission, CALAFCO activities, current events and matters of interest related to Inyo LAFCO.
- I. If, and at its sole discretion, the County financially contributes to Inyo LAFCO's acquisition of insurance pursuant to the contract, section D, such contribution shall in no way reflect an assumption of any responsibility for any losses caused or sustained by Inyo LAFCO.
- J. Maintain the Inyo LAFCO website in compliance with Government Code § 56661.
- K. Maintain membership in CALAFCO, and provide training of LAFCO Commissioners and staff involved in support of LAFCO.

**ATTACHMENT B**

**AGREEMENT BETWEEN THE COUNTY OF INYO  
AND THE INYO LOCAL AGENCY FORMATION COMMISSION  
FOR THE PROVISION OF SERVICES**

**TERM:**

FROM: July 1, 2022 TO: June 30, 2023

**HOURLY RATES (NON OVERTIME) OF COUNTY PERSONNEL INCLUDING BENEFITS:**

County employees shall be at rates and benefits as set forth for such employees by the Board of Supervisors. The hourly rate for County Counsel, Senior Assistant County Counsel and Deputy County Counsel shall be \$151.00 per hour or such rate as established by Code, whichever is higher.



# County of Inyo



## Probation

### CONSENT - ACTION REQUIRED

**MEETING:** June 7, 2022

**FROM:** Jeffrey Thomson

**SUBJECT:** Approve reimbursement using AB109 monies to Bishop Police Department

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**RECOMMENDED ACTION:**

Request Board approve reimbursement using AB109 monies to Bishop Police Department in the amount of \$42,189.91 for the purchase of in-car Mobile Data Computers (MDC).

**SUMMARY/JUSTIFICATION:**

The police department explored options to improve communication between officers in the field and the dispatcher. To mitigate communication challenges, the police department has installed Mobile Data Computers (MDC) in each patrol vehicle. They explored various options and determined that the tablet platform was the most feasible and economical for the organization and requirements of the project.

Regularly, officers request information from the dispatcher regarding people contacted and subjects arrested. Often, officers contact individuals on parole, probation, PRCS, and supervised release; terms of their release from custody regulate these individuals.

When contacting individuals with various terms, patrol officers require the information to investigate and navigate an incident successfully. To become compliant with the Department of Justice (DOJ) guidelines and ensure the confidentiality of an individual, certain information must be transmitted through secure means; the MDC would meet these needs. The pertinent information would be sent from the dispatcher to the officer through the in-car terminal.

This project includes the tablet, mounting hardware, software, data plan, and related taxes.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

In FY 20-21, the Executive Committee of the Inyo County Community Corrections Partnership updated the Inyo County criminal justice plan (CCP Plan) to include certain recommendations. One of the recommendations was to upgrade the current communications systems used by all justice partners to a more sustainable, reliable, and efficient solution. In April 2021, the Bishop Police Department submitted a proposal and request to use AB109 funds to upgrade their communications equipment. The Executive Committee of the CCP approved the request contingent upon the Board of Supervisors' approval of the FY 21-22 budget. In FY 21-22, AB 109 monies were budgeted for the upgrade of communications equipment for the Sheriff's Office, Health and Human Services, Probation, and for the Bishop Police Department. These funds were approved by your board in the FY 21-22 County Budget.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

**OTHER AGENCY INVOLVEMENT:**

Bishop Police Department

**FINANCING:**

In September 2021 this Board approved the initial request of \$100,000 to Bishop Police Department for FY21-22 projected communications upgrade and improvement projects. The monies have been budgeted in Criminal Justice Realignment Budget - 023002, in Other Agency Contribution - 5539 using AB109 monies.

**ATTACHMENTS:**

1. Mobile Data Memo 5-4-22
2. MDC Invoice

**APPROVALS:**

Krystal Leonard	Created/Initiated - 5/5/2022
Darcy Ellis	Approved - 5/5/2022
Krystal Leonard	Approved - 5/9/2022
Jeffrey Thomson	Approved - 5/9/2022
Amy Shepherd	Approved - 5/9/2022
Krystal Leonard	Approved - 5/9/2022
Jeffrey Thomson	Final Approval - 5/9/2022



**BISHOP POLICE DEPARTMENT**  
*Serving the community since 1903*

*Richard Standridge*  
*Chief of Police*

**Bishop Police Department**  
**Interoffice Memorandum**

Date: April 27, 2022  
To: Inyo County Auditor - Controller  
From: J. Ellsworth, Lieutenant  
Subject: Reimbursement to Bishop Police Department using AB109 Monies

The Bishop Police Department purchased in-car Mobile Data Computers (MDC) from CDW Government to access information related to persons contacted while investigating incidents within the city.

The City of Bishop pays taxes quarterly.

The total amount paid to CDW Government is as follows:

Equipment and Labor - \$39,227.93

Taxes - \$2,961.98

**Grand Total: \$42,189.91**

AB109 monies will be reimbursing the police department for the purchase.



# INVOICE

**BlackPoint L.L.C.**  
1407 Arlen Ln  
Gardnerville Nv 89410  
760-258-5389  
BlackPointcorp@yahoo.com



DATE:5/4/2022

**TO:**  
BISHOP POLICE DEPT.  
207 W LINE ST  
BISHOP, CA 93514

**JOB:** COMPUTER MOUNT INSTALLS  
NET 30  
P.O.#

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
10hrs	LABOR TO INSTALL COMPUTER MOUNTS	\$85.00	\$850.00
		<b>SUBTOTAL</b>	
		<b>LABOR</b>	\$850.00
		<b>SALES TAX</b>	EX
		<b>TOTAL</b>	\$850.00

THANK YOU FOR YOUR BUSINESS!

REMIT PAYMENT TO:

**INVOICE**

ACH INFORMATION:  
THE NORTHERN TRUST  
50 SOUTH LASALLE STREET  
CHICAGO, IL 60676

E-mail Remittance To: gschremittanco@cdw.com  
ROUTING NO.: 071000152  
ACCOUNT NAME: CDW GOVERNMENT  
ACCOUNT NO.: 81057



**CDW Government**  
75 Remittance Drive, Suite 1515  
Chicago, IL 60675-1515



RETURN SERVICE REQUESTED

RECEIVED

DEC 16 2021  
BISHOP POLICE

INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER
P659218	12/10/21	9750930
<b>SUBTOTAL</b>	<b>SHIPPING</b>	<b>SALES TAX</b>
\$5,576.21	\$0.00	\$487.91
<b>DUE DATE</b>		<b>AMOUNT DUE</b>
01/09/22		\$6,064.12

388 1 MB 0.485 E0033X I0044 08457312980 S2 P8714028 0001:0002



BISHOP POLICE DEPARTMENT  
ACCOUNTS PAYABLE  
207 W LINE ST  
BISHOP CA 93514-3497



CDW Government  
75 Remittance Drive  
Suite 1515  
Chicago, IL 60675-1515

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

INVOICE DATE	INVOICE NUMBER	PAYMENT TERMS			DUE DATE	
12/10/21	P659218	Net 30 Days			01/09/22	
ORDER DATE	SHIP VIA	PURCHASE ORDER NUMBER			CUSTOMER NUMBER	
11/11/21	DROP SHIP-GROUND	BP2111003			9750930	
ITEM NUMBER	DESCRIPTION	QTY ORD	QTY SHIP	QTY B/O	UNIT PRICE	TOTAL
1020317	GAMBER DS LOWER Manufacturer Part Number: DS-138	5	5	0	46.59	232.95
1627012	GAMBER JOHNSON CTR UPPER POLE 7 Manufacturer Part Number: 7160-0178	5	5	0	55.43	277.15
5019449	GAMBER MONGOOSE 9 LOCKING SLIDE ARM Manufacturer Part Number: 7160-0928	5	5	0	215.90	1,079.50
1948673	GAMBER JOHNSON POLE BRACE ADJ. SHORT Manufacturer Part Number: 7160-0230	5	5	0	49.50	247.50
4597601	GAMBER QUICK RELEASEKEYBOARD TRAY Manufacturer Part Number: 7160-0857	5	5	0	98.59	492.95
4232527	GAMBER TABLET DISPLAY MOUNT KIT Manufacturer Part Number: 7170-0514	5	5	0	463.91	2,319.55
4967379	GAMBER MOUNTING BRACKET ASSEMBLY Manufacturer Part Number: 7160-0936	5	5	0	20.39	101.95
4910644	GAMBER FORD PI UTILITY ON-DASH MOUNT Manufacturer Part Number: 7160-0878	2	2	0	221.73	443.46
4981576	GAMBER FORD UTILITY KEYBOARD MOUNT Manufacturer Part Number: 7160-0884	2	2	0	71.62	143.24
4597601	GAMBER QUICK RELEASEKEYBOARD TRAY Manufacturer Part Number: 7160-0857	2	2	0	98.59	197.18
4967379	GAMBER MOUNTING BRACKET ASSEMBLY Manufacturer Part Number: 7160-0936	2	2	0	20.39	40.78
<b>ACCOUNT MANAGER</b>		<b>SHIPPING ADDRESS:</b>			<b>SUBTOTAL</b>	<b>\$5,576.21</b>
RYAN CHURCH 847-371-7136 ryanchu@cdwg.com		BISHOP POLICE DEPARTMENT JOSH ELLSWORTH 207 W LINE ST BISHOP CA 93514-3497			<b>SHIPPING</b>	<b>\$0.00</b>
<b>SALES ORDER NUMBER</b>					<b>SALES TAX</b>	<b>\$487.91</b>
MLVQ834					<b>AMOUNT DUE</b>	<b>\$6,064.12</b>

Cage Code Number 1KH72  
DUNS Number 02-615-7235

ISO 9001 and ISO 14001 Certified  
CDW GOVERNMENT FEIN 36-4230110

HAVE QUESTIONS ABOUT YOUR ACCOUNT?  
PLEASE EMAIL US AT credit@cdw.com

VISIT US ON THE INTERNET AT www.cdw.com



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**INVOICE**

ACH INFORMATION:  
 THE NORTHERN TRUST  
 50 SOUTH LASALLE STREET  
 CHICAGO, IL 60675

E-mail Remittance To: gachremittance@cdw.com  
 ROUTING NO.: 071000152  
 ACCOUNT NAME: CDW GOVERNMENT  
 ACCOUNT NO.: 91057



**CDW Government**  
 75 Remittance Drive, Suite 1515  
 Chicago, IL 60675-1515



RETURN SERVICE REQUESTED

INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER
P675466	12/11/21	9750930
<b>SUBTOTAL</b>	<b>SHIPPING</b>	<b>SALES TAX</b>
\$2,135.60	\$0.00	\$186.87
<b>DUE DATE</b>		<b>AMOUNT DUE</b>
01/10/22		<b>\$2,322.47</b>

368 1 MB 0.485 E0033 10045 D8467316860 S2 P8714028 0002:0002



BISHOP POLICE DEPARTMENT  
 ACCOUNTS PAYABLE  
 207 W LINE ST  
 BISHOP CA 93514-3497



CDW Government  
 75 Remittance Drive  
 Suite 1515  
 Chicago, IL 60675-1515

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INVOICE DATE	INVOICE NUMBER	PAYMENT TERMS			DUE DATE	
12/11/21	P675466	Net 30 Days			01/10/22	
ORDER DATE	SHIP VIA	PURCHASE ORDER NUMBER			CUSTOMER NUMBER	
11/11/21	DROP SHIP-GROUND	BP2111003			9750930	
ITEM NUMBER	DESCRIPTION	QTY ORD	QTY SHIP	QTY B/O	UNIT PRICE	TOTAL
5455701	HP TG3 83 KEY BACKLIT TOUCHPAD USB Manufacturer Part Number: A991809	8	8	0	266.95	2,135.60

**GO GREEN!**

CDW is happy to announce that paperless billing is now available! If you would like to start receiving your invoices as an emailed PDF, please email CDW at [paperlessbilling@cdw.com](mailto:paperlessbilling@cdw.com). Please include your Customer number or an Invoice number in your email for faster processing.

**REDUCE PROCESSING COSTS AND ELIMINATE THE HASSLE OF PAPER CHECKS!**

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ACCOUNT MANAGER	SHIPPING ADDRESS:	SUBTOTAL	
RYAN CHURCH 847-371-7136 <a href="mailto:ryanчу@cdwg.com">ryanчу@cdwg.com</a>	BISHOP POLICE DEPARTMENT JOSH ELLSWORTH 207 W LINE ST BISHOP CA 93514-3497	\$2,135.60	
<b>SALES ORDER NUMBER</b>		<b>SHIPPING</b>	\$0.00
MLVQ834		<b>SALES TAX</b>	\$186.87
		<b>AMOUNT DUE</b>	<b>\$2,322.47</b>



Cage Code Number 1KH72  
 DUNS Number 02-615-7236

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 VISIT US ON THE INTERNET AT [www.cdwg.com](http://www.cdwg.com)

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**INVOICE**

ACH INFORMATION:  
 THE NORTHERN TRUST  
 50 SOUTH LASALLE STREET  
 CHICAGO, IL 60675

E-mail Remittance To: gachremittance@cdw.com  
 ROUTING NO.: 071000152  
 ACCOUNT NAME: CDW GOVERNMENT  
 ACCOUNT NO.: 91057



**CDW Government**  
 75 Remittance Drive, Suite 1515  
 Chicago, IL 60675-1515



RETURN SERVICE REQUESTED

INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER
P900157	12/16/21	9750930
<b>SUBTOTAL</b>	<b>SHIPPING</b>	<b>SALES TAX</b>
\$21,789.12	\$0.00	\$1,903.75
<b>DUE DATE</b>		<b>AMOUNT DUE</b>
01/15/22		<b>\$23,692.87</b>

306 1 SP 0.530 E0306X I0491 D8476151298 S2 P8721602 0001:0001



BISHOP POLICE DEPARTMENT  
 ACCOUNTS PAYABLE  
 207 W LINE ST  
 BISHOP CA 93514-3497



CDW Government  
 75 Remittance Drive  
 Suite 1515  
 Chicago, IL 60675-1515

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INVOICE DATE	INVOICE NUMBER	PAYMENT TERMS				DUE DATE
12/16/21	P900157	Net 30 Days				01/15/22
ORDER DATE	SHIP VIA	PURCHASE ORDER NUMBER				CUSTOMER NUMBER
11/11/21	DROP SHIP-GROUND	BP2111003				9750930
ITEM NUMBER	DESCRIPTION	QTY ORD	QTY SHIP	QTY B/O	UNIT PRICE	TOTAL
654809	RECYCLING FEE 4 TO LESS THAN 15 Manufacturer Part Number: CAL RECYCLE FEE 1 Fee Applied to Item: 6786190	8	8	0	4.00	32.00
6786190	HP F110 G5 I5-8265U 256/8 WP Manufacturer Part Number: 4V8X6U3 Serial No: RMC03F1930 Serial No: RMC03F1931 Serial No: RMC03F1932 Serial No: RMC03F1933 Serial No: RMC03F1934 Serial No: RMC03F1935 Serial No: RMC03F1936 Serial No: RMC03F1937	8	8	0	2,622.13	20,977.04
5508276	HP 120W 11-16V 22-32V DC VEHICLE ADA Manufacturer Part Number: A998363 Serial No: TMB3A00241 Serial No: TMB3A00243 Serial No: TMB3AC0257 Serial No: TMB3AC0277 Serial No: TMB3A00286 Serial No: TMB3A00294 Serial No: TMB3A00312 Serial No: TM91A09438	8	8	0	97.51	780.08
ACCOUNT MANAGER		SHIPPING ADDRESS:				SUBTOTAL
RYAN CHURCH 847-371-7136 ryanchu@cdw.com		BISHOP POLICE DEPARTMENT JOSH ELLSWORTH 207 W LINE ST BISHOP CA 93514-3497				\$21,789.12
SALES ORDER NUMBER						SHIPPING
MLVQ834						\$0.00
						SALES TAX
						\$1,903.75
						AMOUNT DUE
						\$23,692.87

Cage Code Number 1KH72  
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CHICAGO, IL 60675

E-mail Remittance To: gachremittance@cdw.com

ROUTING NO.: 071000152  
ACCOUNT NAME: CDW GOVERNMENT  
ACCOUNT NO.: 91057



**CDW Government**  
75 Remittance Drive, Suite 1515  
Chicago, IL 60675-1515

RETURN SERVICE REQUESTED



INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER
Q070718	12/21/21	9750930
SUBTOTAL	SHIPPING	SALES TAX
\$622.44	\$0.00	\$54.46
DUE DATE		AMOUNT DUE
01/20/22		\$676.90

BISHOP POLICE DEPARTMENT  
ACCOUNTS PAYABLE  
207 W LINE ST  
BISHOP CA 93514-3497

CDW Government  
75 Remittance Drive  
Suite 1515  
Chicago, IL 60675-1515

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INVOICE DATE	INVOICE NUMBER	PAYMENT TERMS			DUE DATE	
12/21/21	Q070718	Net 30 Days			01/20/22	
ORDER DATE	SHIP VIA	PURCHASE ORDER NUMBER			CUSTOMER NUMBER	
11/11/21	DROP SHIP-GROUND	BP2111003			9750930	
ITEM NUMBER	DESCRIPTION	QTY ORD	QTY SHIP	QTY B/O	UNIT PRICE	TOTAL
6299106	HP F110 OFFICE DOCK W/90W AC ADAP US Manufacturer Part Number: 2D1A5U3 Serial No: TMC1A00010 Serial No: TMC1A00026	2	2	0	311.22	622.44

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ACCOUNT MANAGER	SHIPPING ADDRESS:	SUBTOTAL	
RYAN CHURCH 847-371-7136 <a href="mailto:ryanчу@cdw.com">ryanчу@cdw.com</a>	BISHOP POLICE DEPARTMENT JOSH ELLSWORTH 207 W LINE ST BISHOP CA 93514-3497	\$622.44	
SALES ORDER NUMBER		SHIPPING	\$0.00
MLVQ834		SALES TAX	\$54.46
		AMOUNT DUE	\$676.90



Cage Code Number 1KH72  
DUNS Number 02-615-7235

ISO 9001 and ISO 14001 Certified  
CDW GOVERNMENT FEIN 36-4230110

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VISIT US ON THE INTERNET AT [www.cdw.com](http://www.cdw.com)

REMIT PAYMENT TO: \_\_\_\_\_

**INVOICE**

ACH INFORMATION:  
 THE NORTHERN TRUST  
 50 SOUTH LASALLE STREET  
 CHICAGO, IL 60675

E-mail Remittance To: gachremittance@cdw.com  
 ROUTING NO.: 071000152  
 ACCOUNT NAME: CDW GOVERNMENT  
 ACCOUNT NO.: 91057



**CDW Government**  
 75 Remittance Drive, Suite 1515  
 Chicago, IL 60675-1515



RETURN SERVICE REQUESTED

RECEIVED

FEB 14 2022

BISHOP POLICE

INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER
R941391	02/08/22	9750930
SUBTOTAL	SHIPPING	SALES TAX
\$3,759.92	\$0.00	\$328.99
DUE DATE	AMOUNT DUE	
03/10/22	\$4,088.91	

225 1 SP 0.530 E0225X 10369 D8683218518 S2 P8830168 0001:0001



BISHOP POLICE DEPARTMENT  
 ACCOUNTS PAYABLE  
 207 W LINE ST  
 BISHOP CA 93514-3497



CDW Government  
 75 Remittance Drive  
 Suite 1515  
 Chicago, IL 60675-1515

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

INVOICE DATE	INVOICE NUMBER	PAYMENT TERMS			DUE DATE	
02/08/22	R941391	Net 30 Days			03/10/22	
ORDER DATE	SHIP VIA	PURCHASE ORDER NUMBER			CUSTOMER NUMBER	
11/11/21	DROP SHIP-GROUND	BP2111003			9750930	
ITEM NUMBER	DESCRIPTION	QTY ORD	QTY SHIP	QTY B/O	UNIT PRICE	TOTAL
5239779	HP F110 GJ TRI PASS-THRU DOCK & REPL Manufacturer Part Number: A992688 Serial No: WO7081760042 Serial No: WO7081760043 Serial No: WO7081760044 Serial No: WO7081760045 Serial No: WO7081760050 Serial No: WO7081760051 Serial No: WO7081760052 Serial No: WO7081760053	8	8	0	469.99	3,759.92

**GO GREEN!**

CDW is happy to announce that paperless billing is now available! If you would like to start receiving your invoices as an emailed PDF, please email CDW at [paperlessbilling@cdw.com](mailto:paperlessbilling@cdw.com). Please include your Customer number or an Invoice number in your email for faster processing.

**REDUCE PROCESSING COSTS AND ELIMINATE THE HASSLE OF PAPER CHECKS!**

Begin transmitting your payments electronically via ACH using CDW's bank and remittance information located at the top of the attached payment coupon. Email [credit@cdw.com](mailto:credit@cdw.com) with any questions.

ACCOUNT MANAGER	SHIPPING ADDRESS:	SUBTOTAL	\$3,759.92
RYAN COX 847-371-7138 <a href="mailto:ryacox@cdwg.com">ryacox@cdwg.com</a>	BISHOP POLICE DEPARTMENT JOSH ELLSWORTH 207 W LINE ST BISHOP CA 93514-3497	SHIPPING	\$0.00
SALES ORDER NUMBER		SALES TAX	\$328.99
MLVQ834		AMOUNT DUE	\$4,088.91



Cage Code Number 1KH72  
 DUNS Number 02-615-7235

ISO 9001 and ISO 14001 Certified  
 CDW GOVERNMENT FEIN 36-4230110

HAVE QUESTIONS ABOUT YOUR ACCOUNT?  
 PLEASE EMAIL US AT [credit@cdw.com](mailto:credit@cdw.com)  
 VISIT US ON THE INTERNET AT [www.cdwg.com](http://www.cdwg.com)

REMIT PAYMENT TO:

**INVOICE**

**ACH INFORMATION:**

THE NORTHERN TRUST  
59 SOUTH LASALLE STREET  
CHICAGO, IL 60675

E-mail Remittance To: [gachremittance@cdw.com](mailto:gachremittance@cdw.com)

ROUTING NO.: 071000152  
ACCOUNT NAME: CDW GOVERNMENT  
ACCOUNT NO.: 91057



**CDW Government**  
75 Remittance Drive, Suite 1515  
Chicago, IL 60675-1515

RETURN SERVICE REQUESTED



INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER
P958217	12/17/21	9750930
SUBTOTAL	SHIPPING	SALES TAX
\$4,494.64	\$0.00	\$0.00
DUE DATE		AMOUNT DUE
01/16/22		\$4,494.64

BISHOP POLICE DEPARTMENT  
ACCOUNTS PAYABLE  
207 W LINE ST  
BISHOP CA 93514-3497

CDW Government  
75 Remittance Drive  
Suite 1515  
Chicago, IL 60675-1515

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

INVOICE DATE	INVOICE NUMBER	PAYMENT TERMS			DUE DATE	
12/17/21	P958217	Net 30 Days			01/16/22	
ORDER DATE	SHIP VIA	PURCHASE ORDER NUMBER			CUSTOMER NUMBER	
11/11/21	DROP SHIP-GROUND	BP2111003			9750930	
ITEM NUMBER	DESCRIPTION	QTY ORD	QTY SHIP	QTY B/O	UNIT PRICE	TOTAL
3716068	HP GETAC PROTECT PLUS EXT WTY Manufacturer Part Number: A950936	8	8	0	561.83	4,494.64

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ACCOUNT MANAGER	SHIPPING ADDRESS:	SUBTOTAL	
RYAN CHURCH 847-371-7136 <a href="mailto:ryanachu@cdwg.com">ryanachu@cdwg.com</a>	BISHOP POLICE DEPARTMENT JOSH ELLSWORTH 207 W LINE ST BISHOP CA 93514-3497	\$4,494.64	
SALES ORDER NUMBER		SHIPPING	\$0.00
MLVQ834		SALES TAX	\$0.00
		AMOUNT DUE	\$4,494.64



Cage Code Number 1KH72  
DUNS Number 02-615-7235

ISO 9001 and ISO 14001 Certified  
CDW GOVERNMENT FEIN 36-4230110

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VISIT US ON THE INTERNET AT [www.cdwg.com](http://www.cdwg.com)



# County of Inyo



## Public Works

### CONSENT - ACTION REQUIRED

**MEETING:** June 7, 2022

**FROM:** Elsa Fitch

**SUBJECT:** Resolution No 2022-2575, 2021 Maintained Mileage Certification

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**RECOMMENDED ACTION:**

Request Board: A) approve Resolution No. 2022-18, titled, "Resolution of the Board of Supervisors, County of Inyo, State of California, Annual Certification of the 2021 Maintained Mileage Log," and authorize the Chairperson to sign; and B) authorize the Department of Public Works to file the Resolution with the District 9 Office of the State of California Department of Transportation.

**SUMMARY/JUSTIFICATION:**

Section 2121 of the Streets and Highways Code stipulates that in May of each year, each County shall submit to the California Department of Transportation Districts any additions or exclusions to its mileage log of maintained County highways, specifying the termini and mileage of each route added or excluded from its County Maintained Mileage Log. The submittal is to be in the form of a Resolution by the Board of Supervisors. The reported maintained mileage is for the previous calendar year. The updates required for the 2021 Maintained Mileage Certification are shown in Exhibit A to the Resolution. There are no changes to the maintained mileage log for the 2021 calendar year and only minor revisions to the record of the roads.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

Annual recertification of Inyo County Maintained Mileage

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board could choose not approve the Resolution certifying the additions and deletions from the Inyo County Maintained Mileage Log, and could direct the Public Works Department to modify the list as deemed appropriate.

**OTHER AGENCY INVOLVEMENT:**

County Counsel

**FINANCING:**

N/A

**ATTACHMENTS:**

1. Exhibit A - Maintained Mileage Certification 2022



2. Maintained Mileage 2022
3. Resolution No. 2022-18

**APPROVALS:**

Elsa Fitch

Darcy Ellis

Elsa Fitch

John Pinckney

John Vallejo

Amy Shepherd

Michael Errante

Created/Initiated - 5/26/2022

Approved - 5/26/2022

Approved - 5/26/2022

Approved - 5/26/2022

Approved - 5/26/2022

Approved - 5/27/2022

Final Approval - 5/28/2022

# Exhibit A

1. Relinquishment to County from State: None

2. Additions (new roads):

Road Name	Road Number	New Mileage	Record Document
None			

3. Additions (extensions): None

4. Exclusions (abandonment of portion): None

5. Exclusions/Addition (road name changes):

Road Name	Road Number	Corrected Road Name	Corrected Road Number	New Mileage	Record Document
None					

**2019 Certification (Submitted 2020)**

1001 Rock Creek Rd.	Roads End	Mono County Li
1002 BOUNDARY ROAD	1003 Round Val	1007 Old Sherw
1003 ROUND VALLEY ROAD - NORTH	1006 Birchim L	1010 South Rou
1004 RANGER STATION ROAD	Roads End	1003 Round Val
1005 MILL CREEK ROAD	Hwy 395	Hwy 395
1006 BIRCHIM LANE	Hwy 395 South	1003 North Rou
1007 OLD SHERWIN GRADE ROAD	Mono County - P	1009 Pine Cree
1008 VANADIUM RANCH ROAD	1003 Round Val	1009 Pine Cree
1009 PINE CREEK ROAD	Roads End	1009 Pine Cree
1010 ROUND VALLEY ROAD - SOUTH	1013 Sawmill R	1003 Round Val
1011 ROUND VALLEY TUNGSTEN ROAD	Roads End	1010 Round Val
1012 GORGE ROAD	Hwy 395	1007 Old Sherw
1013 SAWMILL ROAD	Hwy 395 South	1016 Ed Powers
1014 TUNGSTEN CITY ROAD	Roads End	1016 Ed Powers
1015 ABELOR ROAD	Roads End	1013 Sawmill R
1016 ED POWERS ROAD	Hwy 395	Hwy 168
1017 RED HILL ROAD	Hwy 168	1016 Ed Powers
1018 VALLEY WEST CIRCLE	Roads End	1023 Sunrise D
1019 PLANT FIVE ROAD	Roads End	2085 Bishop Cr
1020 BUTTERMILK ROAD	Roads End	Hwy 168
1021 SAND CANYON ROAD	2085 Bishop Cr	8012 Non Count
1022 PLEASANT VALLEY DAM ROAD	1038 Chalk Blu	Hwy 395
1023 SUNRISE DRIVE	Roads End	1033 Barlow La
1024 OTEY ROAD	Roads End	1017 Red Hill
1025 MUMY LANE	1028 Underwood	Hwy 168
1026 SHEPARD LANE	Roads End	Hwy 168
1027 REATA ROAD	1028 Underwood	Hwy 168
1028 UNDERWOOD LANE	1033 Barlow La	1027 Reata Roa
1029 MCLAREN LANE	1051 Mountian	Hwy 168
1030 BROCKMAN LANE	1032 Dixon Lan	Hwy 168
1031 RIVERSIDE ROAD	Hwy 6	1030 Brockman
1032 DIXON LANE	Hwy 6	1030 Brockman
1033 BARLOW LANE	1106 Saniger L	1028 Underwood
1034 BIR ROAD	Roads End	1033 Barlow La
1035 SCHOBBER LANE	1033 Barlow La	2034 Sunland D
1036 FIVE BRIDGES ROAD	Hwy 6	1037 Jean Blan
1037 JEAN BLANC ROAD	1036 Five Brid	1038 Chalk Blu
1038 CHALK BLUFF ROAD	1037 Jean Blan	1022 Pleasant
1039 CASA DIABLO	Mono County	1038 Chalk Blu
1040 FISH SLOUGH ROAD	Mono County	1037 Jean Blan
1041 NORTH INYO	Roads End	Hwy 6
1042 RUDOLPH ROAD	Roads End	Mono County
1043 JOE SMITH ROAD	1037 Jean Blan	1044 Silver Ca
1044 SILVER CANYON ROAD	Hwy 6	1045 Laws Pole
1045 LAWS POLETA ROAD	2045 Poleta La	1044 Silver Ca
1046 WYMAN CREEK ROAD	1083 White Mou	Hwy 168
1047 OASIS ROAD	8039 Non Count	Hwy 168
1048 EUREKA VALLEY ROAD	2048 Eureka Va	8039 Non Count

1049 PLANT SIX ROAD	Roads End	Hwy 168
1050 HIGHLAND DRIVE	Roads End	1033 Barlow La
1051 MOUNTAIN VIEW ROAD - SOUTH	1052 Ranch Roa	1029 McLaren L
1052 RANCH ROAD	1055 Mt. View	1053 Mt. Tom R
1053 MOUNT TOM ROAD	Roads End	1052 Ranch Roa
1054 VISTA ROAD	Roads End	1052 Ranch Roa
1055 MOUNT VIEW ROAD - NORTH	Roads End	1052 Ranch Roa
1056 SUNSET DRIVE	Roads End	1033 Barlow La
1058 CHURCHILL MINE ROAD	Roads End	1037 Jean Blan
1059 SEE VEE LANE	Hwy 395	Hwy 168
1060 TU SU LANE	Hwy 395	Hwy 168
1061 PA HA LANE	Hwy 395	Roads End
1062 DIAZ LANE	1059 See Vee L	1030 Brockman
1063 PA ME LANE	1078 Indian Cr	Hwy 168
1064 FLYNN ROAD	Roads End	1045 Laws Pole
1065 STEWART ROAD	Roads End	1064 Flynn Roa
1066 COYOTE VALLEY ROAD	Roads End	1028 Underwood
1067 MEADOW LANE	1071 Pinion Ro	Hwy 168
1068 MESQUITE ROAD	1069 Birch St,	1072 Laurel Ro
1069 BIRCH STREET - EAST	1063 Pa Me Lan	1082 Grandview
1070 CEDAR STREET - EAST	1068 Mesquite	1082 Grandview
1071 PINON ROAD	Roads End	1070 Cedar Str
1072 LAUREL ROAD	1082 Grandview	1071 Pinion Ro
1073 RANCH VIEW LANE	Roads End	1052 Ranch Roa
1074 LONGVIEW DRIVE	Roads End	1033 Barlow La
1075 WATTERSON ROAD	Roads End	1027 Reata Roa
1076 SIERRA VISTA WAY	Roads End	1033 Barlow La
1077 ROCKING K ROAD	Roads End	1016 Ed Powers
1078 INDIAN CREEK DRIVE	Roads End	1063 Pa Me Lan
1079 TUMBLEWEED ROAD - NORTH	1070 Cedar Str	Roads End
1080 MORNINGSIDE DRIVE	Roads End	1063 Pa Me Lan
1081 WILDROSE LANE	1069 Birch Str	1068 Mesquite
1082 GRANDVIEW DRIVE	Hwy 168	1068 Mesquite
1083 WHITE MOUNTAIN ROAD	Mono County	2083 White Mou
1084 LAZY A DRIVE	1086 Bar M. La	Hwy 395
1085 IRENE WAY	1116 Carol Lan	1057 Irene Str
1086 BAR M LANE	Roads End	1091 Rocking W
1087 BAR L LANE	Roads End	1091 Rocking W
1088 GLENBROOK WAY	1090 Orinda Dr	1033 Barlow La
1089 HORTON CREEK ROAD	Roads End	1010 Round Val
1090 ORINDA DRIVE	1076 Sierra Vi	1028 Underwood
1091 ROCKING W DRIVE	Roads End	1087 Bar L. La
1092 ARBOLES DRIVE	Roads End	Roads End
1093 REINA ROAD	Roads End	Mesa Vista Driv
1094 VISTA VERDE ROAD	Roads End	1098 Mesa Vist
1095 ALISO CIRCLE	Roads End	1092 Arboles D
1096 MAJORKA CIRCLE	Roads End	1092 Arboles D
1097 AVENIDA DEL MONTE	1092 Arboles D	1098 Mesa Vist
1098 MESA VISTA DRIVE	1092 Arboles D	Hwy 395
1099 HOUSTEN DRIVE	Roads End	1092 Arboles D

1100 BROOKSIDE DRIVE	Roads End	1029 McLaren L
1101 MAJESTIC WAY	Roads End	1052 Ranch Roa
1102 LURING LANE	Roads End	1052 Ranch Roa
1103 STARLITE DRIVE	Roads End	Hwy 168
1104 RUNNING IRON ROAD	1077 Rocking K	1077 Rocking K
1105 AURORA CIRCLE	Roads End	1104 Running I
1106 SANIGER LANE	1107 Juniper S	1032 Dixon Lan
1107 JUNIPER STREET	1108 Valley Vi	1106 Saniger L
1108 VALLEY VIEW DRIVE	Roads End	1032 Dixon Lan
1109 WEST STREET	Roads End	1106 Saniger L
1110 POLARIS CIRCLE	Roads End	1103 Starlite
1111 ALTAIR CIRCLE	Roads End	1103 Starlite
1112 APOLLO CIRCLE	Roads End	1103 Starlite
1113 LAWS FRONTAGE ROAD	Roads End	
1114 HARDY ROAD	Roads End	1003 Round Val
1115 ARCTURIS CIRCLE	1103 Starlite	Roads End
1116 CAROL LANE	Roads End	Roads End
1117 AUDREY LANE	Roads End	Roads End
1118 SARAH VIEW	1117 Audrey La	1076 Sierra Vi
1119 CHEROKEE CIRCLE	Roads End	1121 Sioux Lan
1120 CHOCTAW LANE	1108 Valley Vi	1121 Sioux Lan
1121 SIOUX LANE	Roads End	1120 Choctaw
1122 WILSON CIRCLE	1108 Valley Vi	Roads End
1123 FAIRVIEW CIRCLE	Roads End	1075 Watterson
1124 BEAR CREEK DRIVE	Roads End	1108 Valley Vi
1125 SILVER CREEK DRIVE	Roads End	1124 Bear Cree
1126 HUNTER WAY	Roads End	1109 West Stre
1127 SHOSHONE DRIVE	Roads End	Roads End
1128 PAIUTE CIRCLE	Roads End	Roads End
1129 ARAPAHOE CIRCLE	Roads End	1120 Choctaw L
1130 WASHOE CIRCLE	Roads End	1120 Chotaw La
1131 SUNSET DRIVE	Roads End	1033 Barlow La
1132 SUMMER HAZE CIRCLE	Roads End	Roads End
1133 LEISURE CIRCLE	Roads End	1132 Summer Ha
1134 AUTUMN LEAVES CIRCLE	Roads End	Roads End
1135 SNOW CIRCLE	Roads End	1131 Sunset Dr
1136 SUNDOWN CIRCLE	Roads End	1131 Sunset Dr
1137 STONE CIRCLE	Roads End	1108 Valley Vi
1138 APACHE DRIVE	Roads End	1106 Saniger L
1139 CHEYENNE DRIVE	1127 Shoshone	1127 Shoshone
1140 NAVAJO CIRCLE	Roads End	1106 Saniger L
1141 GRAZIDE CIRCLE	Roads End	1108 Valley Vi
1142 HOPI CIRCLE	Roads End	1106 Saniger L
1143 KIOWA CIRCLE	Roads End	1127 Shoshone
1144 ZUNI CIRCLE	Roads End	1127 Shoshone
1145 HOBBS CIRCLE	Roads End	1108 Valleyvie
2011 SULFUR ROAD	Roads End	2017 Death Val
2012 DEEP SPRINGS RANCH ROAD	Roads End	Hwy 168
2013 POLETA ROAD	2014 Eastside	Bishop City Lin
2014 EASTSIDE ROAD	2018 Warm Spri	2013 Poleta Ro

2015 REDDING CANYON ROAD	Roads End	2014 Eastside
2016 BLACK CANYON ROAD	Nat'l Forest Bo	2014 Eastside
2017 DEATH VALLEY ROAD - NORTH	3017 Death Val	3017 Death Val
2018 WARM SPRINGS ROAD	Roads End	2014 Eastside
2019 COLLINS ROAD	Roads End	2020 Gerkin Ro
2020 GERKIN ROAD	Roads End	2019 Collins R
2021 OWENS ROAD	2020 Gerkin Ro	Roads End
2022 SOUTH LAKE ROAD	Roads End	Hwy 168
2023 COLUMBINE DRIVE	Roads End	Hwy 168
2024 LAKE ROAD	Roads End	2025 North Lak
2025 NORTH LAKE ROAD	Roads End	Hwy 168
2026 SABRINA ROAD	Roads End	Hwy 168
2027 NORTH STREET	2020 Gerkin Ro	Roads End
2028 COUNTY ROAD	2029 Keoughs H	3028 County Ro
2029 KEOUGH HOT SPRINGS	Roads End	Hwy 395
2030 WYE ROAD	Roads End	Bishop City Lin
2031 SUNLAND INDIAN RESERVATION ROAD	1035 Schober L	Hwy 395
2034 SUNLAND DRIVE	2020 Gerkin	Hwy 168
2035 SCHOBER LANE	2034 Sunland R	Hwy 395
2039 COTTONWOOD LANE	Roads End	2020 Gerkin Ro
2040 CHERRY TREE CIRCLE	Roads End	2039 Cottonwoo
2041 VISTA CIRCLE WEST	Roads End	2040 Cherry Tr
2042 JEFFERY CIRCLE	Roads End	2039 Cotton Wo
2043 MANDICH LANE	Bishop	2034 Sunland D
2044 WEST JAY STREET	Road End	HWY 395
2045 POLETA LAWS ROAD	2013 Poleta Ro	1045 Poleta La
2047 WILLOW CREEK ROAD	Nevada State Li	1048 Eureka Va
2048 EUREKA VALLEY ROAD	2017 Death Val	1048 Eureka Va
2049 EUREKA ROAD - SOUTH	Roads End	2048 Eureka Ro
2050 VAN LOON LANE	Roads End	2013 Poleta Ro
2053 AIRPORT ROAD	Roads End	2013 Poleta Ro
2054 RAWSON CREEK ROAD	2059 Sierra La	2020 Gerkin Ro
2055 FOOTHILL DRIVE	Roads End	2020 Gerkin Ro
2056 TRAIL CIRCLE	Roads End	2055 Foothill
2057 PANORAMA DRIVE	Roads End	2020 Gerkin Ro
2058 SIERRA GRANDE	Roads End	2020 Gerkin Ro
2059 SIERRA LADERA STREET	Roads End	2054 Rawson Cr
2060 SIERRA BONITA STREET	2059 Sierra La	2020 Gerkin Ro
2062 AGAPE CIRCLE	Roads End	2019 Collins R
2081 ALPINE DRIVE	Roads End	Hwy 168
2083 WHITE MOUNTIAN ROAD	1083 White Mou	Hwy 168
2084 BISHOP GOLF COURSE ROAD	Roads End	Hwy 395
2085 BISHOP CREEK ROAD - EAST	Roads End	Hwy 168
2086 WHITE PINE ROAD	Roads End	2088 Cataract
2087 IRIS DRIVE	Roads End	2090 Cardinal
2088 CATARACT ROAD	2023 Columbine	Hwy 168
2089 SAGE DRIVE	2081 Alpine Roa	Hwy 168
2090 CARDINAL ROAD	2023 Columbine	Hwy 168
2091 BROOK LANE	Roads End	2086 White Pin
2092 MIDDLE FORK ROAD	2026 Sabrina R	Hwy 168

2093 RESERVOIR ROAD	Roads End	Hwy 168
2094 BIG TREES ROAD	Roads End	Hwy 168
2095 HABEGGER LANE	2096 Canyon Ro	2022 South Lak
2096 CANYON DRIVE	Roads End	2095 Habegger
2097 MOUNT TOM VIEW DRIVE	Roads End	2096 Canyon Ro
2098 SIERRA SUMMIT	Roads End	Hwy 168
2099 SUMAC ROAD	Roads End	2081 Alpine Dr
2100 MANZANITA ROAD	Roads End	2081 Alpine Dr
2101 BARRETT CIRCLE	Roads End	2039 Cottonwoo
3001 SUGARLOAF ROAD	Roads End	3002 Glacier L
3002 GLACIER LODGE ROAD	Roads End	3212 West Stre
3003 REYNOLDS ROAD	Hwy 395	3028 County Ro
3004 BAKER CREEK ROAD	Roads End	Hwy 395
3005 CONE ROAD	Roads End	3002 Glacier L
3006 MCMURRAY MEADOWS ROAD	Roads End	Nat'l Forest Bo
3007 ARC ROAD	Roads End	3001 Sugar Loa
3008 BIG PINE REPEATER ROAD	Roads End	3017 Death Val
3009 BARTELL ROAD	Roads End	Hwy 395
3010 LOWER GLACIER ROAD	Roads End	3006 McMurray
3011 NEWMAN STREET	3009 Bartell R	Hwy 395
3012 STEWARD LANE	Roads End	Hwy 395
3013 WAUCOBA SALINE ROAD	4013 Saline Va	Nat'l Forest Bo
3014 STEWARD RANCH ROAD	3017A Death Va	Roads End
3015 BIG PINE DUMP ROAD	Roads End	Hwy 395
3016 GREGG ROAD	Roads End	3015 Big Pine
3017 DEATH VALLEY ROAD - SOUTH	Nat'l Forest Bo	Nat'l Forest Bo
3018 TINNEMAHA ROAD	3035 Fish Spri	Roads End
3019 BIRCH CREEK ROAD	Roads End	3018 Tinnemaha
3020 FULLER ROAD	Roads End	3018 Tinnemaha
3021 ELNA ROAD	Roads End	Hwy 395
3022 TABOOSE CREEK ROAD	Nat'l Forest Bo	3018 Tinnemaha
3023 ABERDEEN STATION ROAD	Hwy 395	3018 Tinnemaha
3024 BLACK ROCK SPRINGS ROAD	3027 Coloseum	3018 Tinnemaha
3025 DIVISION CREEK ROAD	Nat'l Forest Bo	3018 Tinnemaha
3026 UPPER DIVISION CREEK ROAD	Road End	3025 Division
3027 COLOSEUM ROAD	3024 Black Roc	Hwy 395
3028 COUNTY ROAD	Nat'l Forest Bo	Hwy 395
3029 FORT INDEPENDENCE ROAD	Hwy 395	Hwy 395
3030 FISH HATCHERY ROAD	3031 Oak Creek	Hwy 395
3031 OAK CREEK ROAD - NORTH	Roads End	3030 Fish Hatc
3032 OAK CREEK ROAD - SOUTH	Roads End	3030 Fish Hatc
3033 SARAH STREET	3406 Kearsarge	3407 Payne Str
3034 BELL ACCESS ROAD	3030 Fish Hatc	3036 Shabbell
3035 FISH SPRINGS ROAD	Hwy 395	Hwy 395
3036 SCHABBELL LANE	3029 Fort Inde	Hwy 395
3037 SUSAN STREET	Roads End	3405 Market St
3038 MARY STREET	3402 West Wall	3409 West Park
3039 LILY STREEET	3405 Market St	3404 Center St
3040 DALE STREET	3401 Inyo Steet	3408 Pavillion
3041 JEWEL ALLEY	Roads End	3401 Inyo Stee

3042 CAROLYN STREET	3405 Market St	3411 Sierra St
3045 MAZOURKA CANYON ROAD	Nat'l Forest Bo	Hwy 395
3046 DUMP ROAD	Roads End	Hwy 395
3047 ONION VALLEY ROAD	Nat'l Forest Bo	3405 West Mark
3048 CRATER STREET	3051 Butcher L	3050 Baker Lan
3049 PIPER STREET	3009 Bartell R	3050 Baker Lan
3050 BAKER LANE	3049 Piper Str	3048 Crater St
3051 BUTCHER LANE	3011 Newman St	Hwy 395
3052 SEVEN PINES ROAD	Roads End	3047 Onion Val
3053 GRIFFITH ROAD	3018 Tinnemaha	3035 Fish Spri
3054 TERRACE DRIVE	3003 Reynolds	3003 Reynolds
3055 FOOTHILL ROAD	Roads End	3047 Onion Val
3056 GOODALE ROAD	Roads End	Hwy 395
3057 PINE ROAD	3061 Elm Crest	3003 Reynolds
3058 JUNIPER ROAD	3059 Mountian	3003 Reynolds
3059 MOUNTAIN ROAD	Roads End	3057 Pine Road
3060 MEADOW LARK ROAD	3061 Elmcrest	3059 Mountian
3061 ELMCREST DRIVE	Roads End	Roads End
3063 CARMELEA LANE	3070 Olivia La	Roads End
3064 MARIANNE WAY	3070 Olivia La	3063 Carmela L
3065 JULIE ANN LANE	3064 Marianne	3003 Reynolds
3066 BETTY LOU LANE	Roads End	3065 Julieanne
3067 MICHELLE CIRCLE	Roads End	3066 Betty Lou
3068 MYRTLE LANE	3070 Olivia Ro	3003 Reynolds
3069 KRISTINE CIRCLE	Roads End	3068 Myrtle La
3070 OLIVIA LANE	Hwy 395	3028 County Ro
3071 TAMMY LANE	Roads End	3063 Carmela La
3072 TAWNYA LANE	Roads End	3070 Olivia La
3201 POPLAR STREET	Roads End	Hwy 395
3202 CENTER STREET	3215 Pine Stre	3216 Washingto
3203 LOCUST STREET	Hwy 395	3216 Washingto
3204 HOME STREET	3216 Washingto	3215 Pine Stre
3205 NANCY LANE	Roads End	3212 West Stre
3206 CROCKER AVENUE	3212 West Stre	Hwy 395
3207 CORNELL STREET	Roads End	3213 School St
3208 DEWEY STREET	Roads End	3213 School St
3209 CHESTNUT STREET	3213 School St	Hwy 395
3210 WALNUT STREET	Hwy 395	3213 West Stre
3211 BLAKE STREET	3213 School St	Hwy 395
3212 WEST STREET	Roads End	3206 Crocker A
3213 SCHOOL STREET	3028 County Ro	3211 Blake Roa
3214 HALL STREET	3208 Dewey Str	3209 Chestnut
3215 PINE STREET	Hwy 395	3201 Poplar St
3216 WASHINGTON STREET	3202 Center St	3204 Home Stre
3217 SARA LANE	Roads End	3209 Chestnut
3401 INYO STREET - EAST	Roads End	Hwy 395
3402 WALL STREET - EAST	3423 Crockett	Hwy 395
3403 MAIN STREET - EAST	3421 Clay Stre	Hwy 395
3404 CENTER STREET - EAST	Hwy 395	3421 Clay Stre
3405 MARKET STREET - WEST	3047 Onion Val	Hwy 395



3406 KEARSARGE STREET - EAST	Hwy 395	3421 Clay Stre
3407 PAYNE STREET - EAST	Hwy 395	3421 Clay Stre
3408 PAVILION STREET - EAST	Hwy 395	3424 Rosedale
3409 PARK STREET - EAST	Hwy 395	3419 Jackson S
3410 CITRUS STREET - WEST	3416 Washingto	Hwy 395
3411 SIERRA STREET - EAST	3426 Valley Vi	3424 Rosedale
3412 GRANT STREET - NORTH	3403 Main Stre	3402 Wall Stre
3414 WEBSTER STREET - NORTH	Roads End	3405 Market St
3416 WASHINGTON STREET - NORTH	3401 Inyo Stre	3405 Market St
3419 JACKSON STREET - NORTH	3405 Market St	3401 Inyo Stre
3421 CLAY STREET - NORTH	3405 Market St	3401 Inyo Stre
3423 CROCKETT STREET - NORTH	Roads End	3402 Wall Stre
3424 ROSEDALE DRIVE	3405 Market St	3408 Pavilion
3426 VALLEY VIEW DRIVE - SOUTH	Roads End	3405 Market St
4001 MANZANAR REWARD ROAD	Roads End	Hwy 395
4003 OWENYO-LONE PINE ROAD	4010 Dolomite	4001 Manzanar
4004 MOFFAT RANCH ROAD	Roads End	Hwy 395
4005 PANGBORN LANE	Hwy 395	Hwy 395
4006 LONE PINE NG ROAD	4003 Owenyo-Lo	Hwy 395
4009 WHITE MOUNTAIN TALC ROAD	Roads End	4013 Saline Va
4010 DOLOMITE LOOP ROAD	Hwy 136	Hwy 136
4011 COTTONWOOD POWERHOUSE ROAD	Roads End	Hwy 395
4012 UBEHEBE ROAD	4013 Saline Va	Nat'l Park Boun
4013 SALINE VALLEY ROAD	5013 Saline Va	3013 Waucoba S
4014 CAMP GROUND ROAD	4018 Whitney P	4015 Putnam Ro
4015 PUTNAM ROAD	4015 Putnam Ro	4018 Whitney P
4016 BUDKE ROAD	Roads End	4015 Putnam Ro
4017 HORSESHOE MEADOWS ROAD	Roads End	4018 Whitney P
4018 WHITNEY PORTAL ROAD	Roads End	Hwy 395
4019 TUTTLE CREEK ROAD	4023 Lubken Ca	4018 Whitney P
4020 GRANITE VIEW DRIVE	Roads End	4017 Horseshoe
4021 SUB STATION ROAD	Roads End	4425 Line Stre
4022 INDIAN SPRINGS DRIVE	4048 Dominy Ro	4019 Tuttle Cr
4023 LUBKIN CANYON ROAD	4017 Horshoe M	Hwy 395
4024 CARROLL CREEK ROAD	Roads End	Hwy 395
4025 COTTONWOOD ROAD	Roads End	Hwy 395
4026 HOGBACK ROAD	4004 Moffatt R	4037 Movie Roa
4027 CERRO GORDO ROAD	Hwy 136	8054 Non Count
4029 SANTA ROSA ROAD	Roads End	5013 Saline Va
4031 OLANCHA DUMP ROAD	Roads End	4206 Old State
4032 BARTLETTE ROAD	Roads End	Hwy 395
4033 LONE PINE GOLF COURSE ROAD	Roads End	Hwy 395
4034 LASKY LANE	Roads End	4005 Pangborn
4035 PANGBORN STREET	Roads End	4034 Lone Pine
4036 KELLOGG STREET	Roads End	4034 Lone Pine
4037 MOVIE ROAD	4026 Hogback R	4018 Whiteny P
4038 OLIVAS RANCH ROAD	Roads End	4018 Whitney P
4039 MAGAZINE ROAD	Roads End	4019 Tuttle Cr
4041 GOODWIN ROAD	Roads End	4021 Sub Stati
4042 ZUCCO ROAD	4021 Sub Stati	4058 Teya Road

4043 BURKHARDT ROAD	Roads End	Hwy 395
4044 THUNDERCLOUD LANE	4045 Shahar Av	4019 Tuttle Cr
4045 SHAHAR AVENUE	Roads End	Roads End
4046 SUNSET DRIVE	4017 Hoshoe Me	4044 Thundercl
4047 HUNTER MOUNTAIN ROAD	Roads End	4013 Saline Va
4048 DOMINY ROAD	Roads End	4022 Indian Sp
4049 ALABAMA DRIVE	4050 McDonald	4019 Tuttle Cr
4050 MCDONALD ROAD	4022 Indian Sp	4045 Shahar Av
4051 A STREET	4018 Whitney P	4404 Willow St
4052 B STREET	Roads End	4403 Locust St
4053 C STREET	4403 Locust St	4409 Post Stre
4054 D STREET	4403 Locust St	4404 Willow St
4055 E STREET	4422 Hay Stree	4411 Muir Stre
4056 F STREET	4407 Mountian	4411 Muir Stre
4057 MCELROY LANE	4404 Willow St	4405 Bush Stre
4058 TEYA ROAD	4042 Zucco Roa	Hwy 395
4060 WHITNEY VISTA DRIVE	Mt. Langley Lan	Whitney Portal
4061 MT. LANGLEY LANE	Road End	Whitney Vista D
4062 HUNTER ROAD	Road End	4022 Indian Spr
4063 Valley View Drive	4061 - Langley	4018 - Whiteny
4201 LINCOLN STREET	4205 Yerington	4206 Old State
4202 FRANKLIN STREET	4205 Yerington	4206 Old State
4203 MALONE STREET	4209 Maud Stre	Hwy 136
4204 CERRO GORDO STREET	Hwy 136	4209 Maud Stre
4205 YERINGTON AVENUE	4204 Cerro Gor	4201 Linclon A
4206 OLD STATE HIGHWAY	Road End	4031 Olancha D
4207 RAILROAD AVENUE	4206 Old State	4204 Cerro Gor
4208 LAWS AVENUE	Roads End	4204 Cerro Gor
4209 MAUD STREET	4204 Cerro Gor	4203 Malone St
4401 BEGOLE STREET	Hwy 395	4419 Jackson S
4403 STATHAM WAY	4414 Brewery S	4416 Washingto
4404 WILLOW STREET - EAST		
4405 BUSH STREET - WEST	Hwy 395	4428 Fairbanks
4407 MOUNTAIN VIEW STREET - EAST	Hwy 395	4414 Brewery S
4408 WHITNEY PORTAL ROAD	Hwy 395	4421 Lone Pine
4409 POST STREET - EAST	Hwy 395	4425 Line Stre
4411 MUIR STREET	4056 Street "F"	4055 Street "E"
4412 SCHOOL STREET - EAST	Hwy 395	4424 Lake View
4413 INYO STREET - EAST	4425 Line Stre	Hwy 395
4414 BREWERY STREET - SOUTH	4407 Mountian	Roads End
4416 WASHINGTON STREET - NORTH	4403 Statham W	4407 Mountian
4419 JACKSON STREET - NORTH	4407 Mountian	4401 Begole St
4421 LONE PINE AVENUE - NORTH	4407 Mountian	4403 Statham W
4422 HAY STREET - NORTH	4407 Mountian	4403 Statham W
4423 MOUNT WHITNEY DRIVE - SOUTH	4407 Mountian	4411 Muir Stre
4424 LAKE VIEW AVENUE - SOUTH	4413 Inyo Stre	4407 Mountian
4425 LINE STREET	4409 Post Stre	4413 Inyo Stre
4426 ROY ROGERS ROAD	4018 Whitney P	4414 Brewery S
4427 LUBKEN AVENUE - EAST	Roads End	Hwy 395
4428 FAIRBANKS STREET	4018 Whitney P	4405 Bush Stre

4429 TIM HOLT ROAD	Hwy 395	4414 Brewery S
4430 GENE AUTRY LANE	Roads End	Hwy 395
5001 CLAY ROAD	Roads End	Nevada State Li
5002 STATE LINE ROAD	Nevada State Li	Hwy 127
5003 PETRO ROAD	Hwy 127	5005 Furnace C
5005 FURNACE CREEK WASH ROAD	8083 Non Count	Hwy 127
5006 TECOPA HOT SPRINGS ROAD	5007 Old Spani	5005 Furnace C
5007 OLD SPANISH TRAIL HIGHWAY	Nevada State Li	Hwy 127
5008 CHINA RANCH ROAD	Roads End	5005 Furnace C
5009 MESQUITE VALLEY ROAD	Nevada State Li	5050 Western T
5010 LOST SECTION ROAD	Roads End	5005 Furnace C
5011 OLANCHA-DARWIN ROAD	5014 Zinc Hill	Hwy 190
5012 TALC CITY ROAD	Roads End	Hwy 190
5013 SALINE VALLEY ROAD	Hwy 190	4013 Saline Va
5014 ZINC HILL ROAD	Roads End	5015 Ophir Roa
5015 OPHIR ROAD	5016 Old Toll	5075 Second Av
5016 OLD TOLL ROAD	Hwy 190	5015 Ophir Roa
5017 NADEAU ROAD	5029 Trona-Wil	Hwy 190
5018 PANAMINT VALLEY ROAD	Hwy 190	5029 Trona-Wil
5019 MINIETTA ROAD	5017 Nadeau Ro	5018 Panamint
5020 FALL ROAD	Roads End	Hwy 395
5021 SHOP STREET	Roads End	Hwy 395
5022 WALKER CREEK ROAD	Roads End	Hwy 395
5023 SCHOOL ROAD	Roads End	Hwy 395
5024 CACTUS FLATS ROAD	Roads End	Hwy 395
5025 SAGE FLATS DRIVE	Roads End	Hwy 395
5026 ASH CREEK ROAD	Roads End	Hwy 395
5027 HAIWEE CANYON ROAD	Roads End	Hwy 395
5028 GENTRY ROAD	5007 Old Spain	5007 Old Spani
5029 TRONA-WILDROSE ROAD	8070 Non Count	SBD County
5030 PADRE POINT ROAD	Roads End	Hwy 190
5031 LITTLE LAKE ROAD	Hwy 395	Hwy 395
5032 SLATE RANGE ROAD	5018 Panamint	5017 Nadeu Roa
5033 SURPRISE CANYON ROAD	Roads End	5035 Wingate R
5034 BALLARAT ROAD	5035 Wingate R	5029 Trona-Wil
5035 WINGATE ROAD	5034 Ballarat	San Bernardino
5036 COYOTE CANYON ROAD	5035 Wingate R	8093 Non Count
5037 VALLEY WELLS ROAD	5044 Stockwell	5029 Trona-Wil
5038 GILL STATION COSO ROAD	Roads End	5039 Sykes Roa
5039 SYKES ROAD	Roads End	Hwy 395
5040 NINE MILE CANYON ROAD	Tulare County L	Hwy 395
5041 DOWNEY ROAD	8080 Non Count	5006 Tecop Hot
5043 CINDER ROAD	Roads End	Hwy 395
5044 STOCKWELL MINE ROAD	Roads End	5037 Valley We
5045 TRONA AIRPORT ROAD	Roads End	5029 Trona-Wil
5046 ANDERSON WAY	Roads End	5041 Downey Ro
5048 HOMEWOOD CANYON ROAD	Roads End	5029 Trona-Wil
5049 SMITH TALC ROAD	San Bernardino	5009 Mesquite
5050 WESTERN TALC ROAD	San Bernardino	5005 Furnace C
5051 MESQUITE VALLEY ROAD	5009 Trona-Wil	San Bernardino

5052 OLD STATE HIGHWAY	Hwy 127	Hwy 127
5053 NESS STREET	5014 Zinc Hill	5011 Olancha-D
5054 SCHOOL STREET	5011 Olancha-D	5014 Zinc Hill
5055 TALC CITY CUTOFF	Hwy 190	5012 Talc City
5056 QUARRY ROAD	Roads End	5029 Trona-Wil
5057 DAWN LOOP	5006 Tecopa Ho	5006 Tecopa Ho
5058 NOONDAY STREET	5006 Tecopa Ho	5006 Tecopa Ho
5059 SUNDOWN STREET	5058 Noonday S	5058 Noonday S
5060 BOB WHITE WAY	5005 Furnace C	5041 Downey Ro
5061 CROW CANYON ROAD	Roads End	5048 Homewood
5062 ELIAS ROAD	Roads End	5006 Tecopa Ho
5069 WILLIAMS ROAD	Roads End	5020 Fall Road
5070 SUMMER ROAD	Roads End	5020 Fall Road
5071 SPRING CIRCLE	Roads End	5020 Fall Road
5072 STERLING ROAD	Kern County Lin	5040 Nine Mile
5073 PEARSON ROAD	Hwy 395	Hwy 395
5074 MARKET STREET	5075 Second Av	5015 Ophir Roa
5075 SECOND AVENUE - SOUTHEAST	5015 Ophir Roa	5074 Market St
5076 LAKEVIEW ROAD	Roads End	5077 Enchanted
5077 ENCHANTED LAKES ROAD	Roads End	Hwy 395
5078 LAKE VILLAGE ROAD	Roads End	Hwy 395
5201 WHITNEY STREET	Hwy 395	5206 Mojave St
5202 LAKE STREET	5205 Cartago S	Hwy 395
5203 OWENS STREET	5205 Cartago S	5204 Sierra St
5204 SIERRA STREET	5203 Owens Str	5201 Whitney S
5205 CARTAGO STREET	5201 Whitney S	5203 Owens Str
5206 MOJAVE STREET	Roads End	5201 Whitney S
1001A LAKE ROAD	Roads End	1001 Rock Cree
1069A BIRCH STREET - WEST	Roads End	Roads End
1070A CEDAR STREET - WEST	1079 Tumblewee	1097 Aveneda D
1079A TUMBLEWEED ROAD - SOUTH	Roads End	1078 Indian Cr
1110A POLARIS CIRCLE	Roads End	1112 Apollo Ci
2085A BISHOP CREEK ROAD - WEST	Roads End	Hwy 168
3027A COLOSEUM ROAD - NORTH	Hwy 395	Hwy 395
3206A CROCKER AVENUE - WEST	3215 Pine Stree	Hwy 395
3401A INYO STREET - WEST	Roads End	3416 Washingto
3402A WALL STREET - WEST	Hwy 395	3416 Washingto
3403A MAIN STREET - WEST	Hwy 395	3412 Grant Str
3404A CENTER STREET - WEST	3412 Grant Str	Hwy 395
3405A MARKET STREET - EAST	Hwy 395	3424 Rosedale
3406A KEARSARGE STREET - WEST	Roads End	Hwy 395
3407A PAYNE STREET - WEST	Roads End	Hwy 395
3408A PAVILION STREET - WEST	3414 Webster S	Hwy 395
3409A PARK STREET - WEST	3416 Washingto	Hwy 395
3414A WEBSTER STREET - SOUTH	3405 Market St	3408 Pavilion
3416A WASHINGTON STREET - SOUTH	3405 Market St	3410 Citrus St
3419A JACKSON STREET - SOUTH	3409 Park Stre	3405 Market St
3421A CLAY STREET - SOUTH	Roads End	3405 Market St

4006A LONE PINE NG ROAD	4006a Lone Pine	4006 Lone Pin
4006B LONE PINE NG ROAD	4003 Owenyo-Lo	4006 Lone Pine
4403A LOCUST STREET - WEST	4416 Washingto	Hwy 395
4403B LOCUST STREET - EAST	Hwy 395	4424 Lakeview
4404A WILLOW STREET - WEST	Roads End	Hwy 395
4405A BUSH STREET - EAST	Roads End	Hwy 395
4407A MOUNTAIN VIEW STREET - WEST	4414 Brewery S	Hwy 395
4409A POST STREET - WEST	4414 Brewery S	Hwy 395
4410A SOUTH STREET - EAST	4051 Street "A	4409 Post Stre
4413A WEST INYO STREET	Road End	Hwy 395
4414A BREWERY STREET - NORTH	4403 Statham W	4407 Mountian
4416A WASHINGTON STREET - SOUTH	Roads End	4407 Mountian
4419A JACKSON STREET - SOUTH	4408 Whitney P	4407 Mountian
4421A LONE PINE AVENUE - SOUTH	4411 Muir Stre	4407 Mountian
4422A HAY STREET - SOUTH	4411 Muir Stre	4407 Mountian
4423A MOUNT WHITNEY DRIVE - NORTH	Roads End	4407 Mountian
4424A LAKE VIEW AVENUE - NORTH	4403 Statham W	4407 Mountian
5005A FURNACE CREEK ROAD	5050 Western T	Hwy 127
5013A SALINE VALLEY ALT.	Hwy 190	4013 Saline Va
5035A INDIAN RANCH ROAD	5029 Trona-Wil	5034 Ballarat

**2019 Certification (Submitted 2020)**

1005 MILL CREEK ROAD	Hwy 395	Hwy 395
1009 PINE CREEK ROAD	Roads End	1009 Pine Cree
1013 SAWMILL ROAD	Hwy 395 South	1016 Ed Powers
1048 EUREKA VALLEY ROAD	2048 Eureka Va	8039 Non Count
1089 HORTON CREEK ROAD	Roads End	1010 Round Val
1103 STARLITE DRIVE	Roads End	Hwy 168
2015 REDDING CANYON ROAD	Roads End	2014 Eastside
2017 DEATH VALLEY ROAD - NORTH	3017 Death Val	3017 Death Val
2018 WARM SPRINGS ROAD	Roads End	2014 Eastside
2028 COUNTY ROAD	2029 Keoughs H	3028 County Ro
2048 EUREKA VALLEY ROAD	2017 Death Val	1048 Eureka Va
3017 DEATH VALLEY ROAD - SOUTH	Nat'l Forest Bo	Nat'l Forest Bo

3024 BLACK ROCK SPRINGS ROAD		3027 Coloseum	3018 Tinnemaha	
3028 COUNTY ROAD		Nat'l Forest Bo	Hwy 395	
3056 GOODALE ROAD		Roads End	Hwy 395	
4036 KELLOGG STREET		Roads End	4034 Lone Pine	
4038 OLIVAS RANCH ROAD		Roads End	4018 Whitney P	
4058 TEYA ROAD		4042 Zucco Roa	Hwy 395	
5003 PETRO ROAD		Hwy 127	5005 Furnace C	
5008 CHINA RANCH ROAD		Roads End	5005 Furnace C	
5028 GENTRY ROAD		5007 Old Spain	5007 Old Spani	
5039 SYKES ROAD		Roads End	Hwy 395	
5044 STOCKWELL MINE ROAD		Roads End	5037 Valley We	
5048 HOMEWOOD CANYON ROAD		Roads End	5029 Trona-Wil	
5049 SMITH TALC ROAD		San Bernardino	5009 Mesquite	
5057 DAWN LOOP		5006 Tecopa Ho	5006 Tecopa Ho	
5076 LAKEVIEW ROAD		Roads End	5077 Enchanted	
5203	OWENS STREET	5205 Cartago S	5204 Sierra St	
5206	MOJAVE STREET	Roads End	5201 Whitney S	
3027A	COLOSEUM ROAD - NORTH	Hwy 395	Hwy 395	
3405A	MARKET STREET - EAST	Hwy 395	3424 Rosedale	



2.83	2.28	0.55
0.63	0.61	0.02
4.85	4.90	-0.05
1.30	1.29	0.01
0.70	1.19	-0.49
1.27	1.28	-0.01
3.35	3.65	-0.30
1.75	1.76	-0.01
9.40	9.47	-0.07
5.54	4.80	0.74
1.81	1.77	0.04
0.20	0.21	-0.01
1.87	1.89	-0.02
2.73	2.71	0.02
0.34	0.39	-0.05
2.43	2.43	0.00
1.42	1.31	0.11
0.06	0.06	0.00
0.17	0.38	-0.21
7.64	7.24	0.40
0.80	0.80	0.00
2.40	2.35	0.05
0.50	0.49	0.01
0.69	0.51	0.18
1.17	1.04	0.13
0.40	0.41	-0.01
0.80	0.82	-0.02
3.80	1.18	2.62
0.37	0.37	0.00
2.52	2.51	0.01
2.10	2.01	0.09
2.01	2.01	0.00
3.80	3.71	0.09
2.16	2.92	-0.76
1.10	1.09	0.01
1.84	1.86	-0.02
4.64	4.64	0.00
5.90	5.88	0.02
4.46	4.46	0.00
3.12	3.10	0.02
0.58	1.01	-0.43
2.35	1.44	0.91
1.27	1.28	-0.01
13.86	11.54	2.32
3.03	1.72	1.31
17.70	17.64	0.06
1.20	1.23	-0.03
8.40	8.40	0.00

**Current GIS Length (2021)**

1001	3	2.28	12037.94508680000
1002	1	0.61	3235.76381533000
1003	10	4.90	25873.00583410000
1004	2	1.29	6809.28178652000
1005	4	1.24	6545.32672671000
1006	1	1.28	6739.17064581000
1007	3	3.65	19285.18350530000
1008	3	1.76	9309.42990409000
1009	14	9.50	50152.73293240000
1010	9	4.80	25352.74627190000
1011	6	1.77	9336.98143678000
1012	1	0.21	1113.31859751000
1013	4	2.60	13748.91608380000
1014	9	2.71	14308.39531730000
1015	2	0.39	2071.40340487000
1016	4	2.43	12805.13577570000
1017	8	1.31	6898.42914462000
1018	1	0.06	317.03817424800
1019	1	0.38	1982.07348857000
1020	17	7.24	38234.25175950000
1021	2	0.80	4243.41739009000
1022	6	2.35	12407.65973770000
1023	2	0.49	2579.20651205000
1024	2	0.51	2679.37084905000
1025	3	1.04	5483.25751073000
1026	1	0.41	2152.86937964000
1027	3	0.82	4346.64287618000
1028	5	1.18	6208.63675272000
1029	3	0.37	1950.66354793000
1030	9	2.51	13258.07413590000
1031	10	2.01	10633.42416810000
1032	3	2.01	10615.02168850000
1033	20	3.71	19568.84935340000
1034	1	2.92	15421.50887900000
1035	3	1.09	5761.80108356000
1036	2	1.86	9812.93080271000
1037	21	4.64	24479.61611700000
1038	27	5.88	31047.02988990000
1039	2	4.46	23540.05620100000
1040	2	3.10	16360.14781790000
1041	1	1.01	5351.45402499000
1042	1	1.44	7621.50347454000
1043	4	1.28	6737.17275743000
1044	10	11.54	60929.16500330000
1045	6	1.72	9102.31387451000
1046	7	17.64	93164.39151470000
1047	2	1.23	6515.24981060000
1048	6	7.31	38619.47914370000



0.20	0.20	0.00	1049	1	0.20	1047.90313001000
0.46	0.46	0.00	1050	2	0.46	2421.10347575000
0.16	0.16	0.00	1051	1	0.16	862.12720995400
0.45	0.46	-0.01	1052	7	0.46	2411.01611052000
0.34	0.39	-0.05	1053	2	0.39	2056.85456187000
0.23	0.23	0.00	1054	1	0.23	1234.76829785000
0.21	0.17	0.04	1055	1	0.17	881.60438706300
0.43	0.46	-0.03	1056	1	0.46	2407.62711990000
1.32	1.53	-0.21	1058	5	1.53	8096.84017393000
1.00	1.00	0.00	1059	4	1.00	5290.03308032000
1.00	1.00	0.00	1060	3	1.00	5285.89561291000
1.49	1.50	-0.01	1061	4	1.50	7895.45379635000
1.00	1.01	-0.01	1062	5	1.01	5324.97866494000
0.49	0.50	-0.01	1063	5	0.50	2658.45932656000
1.37	1.29	0.08	1064	2	1.29	6828.78570908000
0.54	0.53	0.01	1065	1	0.53	2805.06702224000
4.09	3.90	0.19	1066	5	3.90	20580.11414700000
0.24	0.25	-0.01	1067	3	0.25	1327.99561308000
0.41	0.44	-0.03	1068	5	0.44	2332.40093491000
0.08	0.12	-0.04	1069	3	0.12	607.36374574900
0.05	0.07	-0.02	1070	1	0.07	351.26822182400
0.09	0.09	0.00	1071	2	0.09	501.43452320500
0.11	0.11	0.00	1072	2	0.11	604.37150742300
0.06	0.06	0.00	1073	1	0.06	316.01834210500
0.50	0.50	0.00	1074	1	0.50	2658.59059296000
0.31	0.30	0.01	1075	2	0.30	1586.12507104000
0.50	0.47	0.03	1076	3	0.47	2461.68983914000
0.91	0.86	0.05	1077	3	0.86	4539.47423335000
0.32	0.32	0.00	1078	2	0.32	1678.86394342000
0.04	0.12	-0.08	1079	2	0.12	632.81886505600
0.24	0.24	0.00	1080	4	0.24	1273.03787352000
0.29	0.29	0.00	1081	2	0.29	1544.47737318000
0.43	0.40	0.03	1082	5	0.40	2111.57515077000
6.62	8.70	-2.08	1083	5	8.70	45958.36357180000
0.45	0.33	0.12	1084	1	0.33	1767.80685300000
0.05	0.27	-0.22	1085	1	0.27	1438.33789542000
0.16	0.16	0.00	1086	3	0.16	821.81150518700
0.17	0.15	0.02	1087	3	0.15	783.49801937100
0.41	0.41	0.00	1088	1	0.41	2152.69616733000
0.78	0.78	0.00	1089	1	1.52	8006.98613919000
0.13	0.13	0.00	1090	2	0.13	680.74630048200
0.48	0.50	-0.02	1091	2	0.50	2651.38228072000
0.79	0.68	0.11	1092	5	0.68	3613.86210713000
0.24	0.24	0.00	1093	2	0.24	1267.19631110000
0.08	0.08	0.00	1094	1	0.08	437.33886679900
0.06	0.06	0.00	1095	1	0.06	307.13200559000
0.10	0.11	-0.01	1096	1	0.11	592.94121001400
0.15	0.16	-0.01	1097	1	0.16	853.89961390100
0.43	0.43	0.00	1098	4	0.43	2265.26736964000
0.46	0.45	0.01	1099	1	0.45	2393.79970263000

0.22	0.23	-0.01	1100	1	0.23	1214.87752650000
0.04	0.04	0.00	1101	1	0.04	193.59572224600
0.06	0.06	0.00	1102	1	0.06	308.37862051700
1.15	1.28	-0.13	1103	5	2.02	10650.08987950000
0.21	0.22	-0.01	1104	2	0.22	1176.82742378000
0.03	0.04	-0.01	1105	1	0.04	191.04526128700
0.66	0.62	0.04	1106	10	0.62	3295.33399542000
0.20	0.21	-0.01	1107	2	0.21	1132.42039360000
0.44	0.45	-0.01	1108	7	0.45	2389.46097888000
0.28	0.28	0.00	1109	4	0.28	1502.47278813000
0.07	0.34	-0.27	1110	1	0.34	1785.92703625000
0.10	0.10	0.00	1111	1	0.10	516.78748434700
0.30	0.33	-0.03	1112	2	0.33	1723.06566801000
0.20	0.21	-0.01	1113	2	0.21	1125.48862020000
0.25	0.25	0.00	1114	1	0.25	1293.63245417000
0.21	0.21	0.00	1115	1	0.21	1107.42837614000
0.34	0.33	0.01	1116	2	0.33	1760.04919683000
0.09	0.19	-0.10	1117	2	0.19	990.41485931600
0.08	0.08	0.00	1118	1	0.08	429.69035335100
0.03	0.03	0.00	1119	1	0.03	146.81293625300
0.38	0.31	0.07	1120	4	0.31	1647.25674279000
0.06	0.09	-0.03	1121	3	0.09	468.00542487800
0.07	0.06	0.01	1122	1	0.06	323.09620896300
0.04	0.05	-0.01	1123	1	0.05	276.07836488100
0.35	0.35	0.00	1124	2	0.35	1838.69804318000
0.03	0.03	0.00	1125	1	0.03	166.51223373500
0.04	0.06	-0.02	1126	1	0.06	329.43207490300
0.31	0.52	-0.21	1127	7	0.52	2730.42650321000
0.06	0.06	0.00	1128	2	0.06	311.45184345400
0.03	0.04	-0.01	1129	1	0.04	195.18835566600
0.04	0.04	0.00	1130	1	0.04	212.08115341700
0.51	0.52	-0.01	1131	5	0.52	2752.79896080000
0.08	0.09	-0.01	1132	3	0.09	487.97720186200
0.03	0.03	0.00	1133	1	0.03	160.89212682900
0.06	0.07	-0.01	1134	2	0.07	387.96988768500
0.05	0.06	-0.01	1135	1	0.06	342.12215593100
0.06	0.07	-0.01	1136	2	0.07	376.34872585100
0.07	0.07	0.00	1137	1	0.07	369.03686761400
0.17	0.18	-0.01	1138	1	0.18	959.05380092300
0.28	0.27	0.01	1139	1	0.27	1424.85483913000
0.10	0.09	0.01	1140	1	0.09	459.87896537600
0.06	0.06	0.00	1141	1	0.06	316.19170508900
0.05	0.05	0.00	1142	1	0.05	273.74441569100
0.10	0.11	-0.01	1143	1	0.11	572.60211302500
0.03	0.03	0.00	1144	1	0.03	156.15984776500
0.07	0.07	0.00	1145	1	0.07	348.86581814800
0.30	0.56	-0.26	2011	1	0.56	2940.44497743000
0.80	1.19	-0.39	2012	3	1.19	6292.78161897000
4.13	4.20	-0.07	2013	8	4.20	22190.61370990000
2.31	2.19	0.12	2014	5	2.19	11565.45087240000

1.82	1.96	-0.14
5.35	5.65	-0.30
35.27	31.76	3.51
6.60	6.61	-0.01
4.36	4.11	0.25
3.66	3.60	0.06
0.15	0.15	0.00
7.37	7.07	0.30
0.38	0.29	0.09
0.44	0.43	0.01
2.08	2.00	0.08
0.68	0.77	-0.09
0.10	0.09	0.01
3.50	3.92	-0.42
0.89	0.91	-0.02
0.96	1.13	-0.17
1.69	1.69	0.00
3.66	3.67	-0.01
0.52	0.52	0.00
0.74	0.81	-0.07
0.16	0.16	0.00
0.04	0.05	-0.01
0.13	0.13	0.00
0.32	0.27	0.05
0.08	0.08	0.00
1.18	1.16	0.02
6.96	6.14	0.82
11.86	12.00	-0.14
13.69	9.35	4.34
0.25	0.25	0.00
0.80	0.75	0.05
0.23	0.25	-0.02
0.11	0.12	-0.01
0.02	0.02	0.00
0.12	0.24	-0.12
0.23	0.47	-0.24
0.24	0.24	0.00
0.21	0.21	0.00
0.03	0.03	0.00
0.23	0.27	-0.04
8.36	8.51	-0.15
0.22	0.25	-0.03
2.62	2.71	-0.09
0.09	0.10	-0.01
0.09	0.09	0.00
0.73	0.72	0.01
0.15	0.16	-0.01
0.41	0.48	-0.07
0.07	0.07	0.00
0.27	0.24	0.03

2015	8	3.30	17449.75183800000
2016	1	5.65	29853.07324560000
2017	28	51.34	271086.69606100000
2018	25	7.78	41102.20064640000
2019	18	4.11	21691.80374400000
2020	20	3.60	19031.51333990000
2021	1	0.15	806.28887677200
2022	2	7.07	37314.71878140000
2023	3	0.29	1525.05572678000
2024	4	0.43	2285.47314981000
2025	2	2.00	10542.29381320000
2026	3	0.77	4087.85464005000
2027	1	0.09	490.54792295400
2028	8	3.75	19825.94879840000
2029	3	0.91	4823.77458601000
2030	3	1.13	5946.07115065000
2031	2	1.69	8916.24422424000
2034	12	3.67	19364.60978040000
2035	1	0.52	2729.63631916000
2039	6	0.81	4300.98780957000
2040	2	0.16	845.44112381900
2041	1	0.05	244.88564830600
2042	1	0.13	665.40396126900
2043	1	0.27	1443.68899354000
2044	1	0.08	406.80876642700
2045	1	1.16	6098.50520625000
2047	1	6.14	32425.76412940000
2048	2	13.09	69130.35784270000
2049	2	9.35	49353.79677810000
2050	1	0.25	1314.73561436000
2053	1	0.75	3967.25782620000
2054	1	0.25	1300.34343994000
2055	2	0.12	651.79136627600
2056	1	0.02	124.90492382700
2057	1	0.24	1268.28031775000
2058	2	0.47	2504.77076591000
2059	2	0.24	1250.68369422000
2060	1	0.21	1104.26993116000
2062	1	0.03	167.53709398300
2081	5	0.27	1444.03045032000
2083	7	8.51	44941.97914210000
2084	1	0.25	1321.92079931000
2085	4	2.71	14321.95993300000
2086	2	0.10	552.29451611700
2087	1	0.09	465.52249643400
2088	4	0.72	3820.23880026000
2089	1	0.16	870.34040921900
2090	3	0.48	2542.30483336000
2091	1	0.07	356.76021772300
2092	4	0.24	1274.49093454000

0.56	0.24	0.32	2093	2	0.24	1242.55202366000
1.41	1.04	0.37	2094	2	1.04	5476.66543824000
0.09	0.09	0.00	2095	1	0.09	460.35589917700
0.23	0.23	0.00	2096	2	0.23	1230.17363357000
0.09	0.08	0.01	2097	1	0.08	405.79357780900
0.05	0.06	-0.01	2098	1	0.06	305.57240556900
0.11	0.11	0.00	2099	1	0.11	565.87114822100
0.11	0.10	0.01	2100	1	0.10	535.26437737200
0.23	0.10	0.13	2101	1	0.10	551.44363925100
1.96	1.58	0.38	3001	3	1.58	8364.06098442000
11.74	9.95	1.79	3002	5	9.95	52541.60721120000
1.02	1.04	-0.02	3003	11	1.04	5506.66974935000
1.77	0.99	0.78	3004	2	0.99	5239.86175515000
0.40	0.39	0.01	3005	1	0.39	2053.40518374000
7.54	7.44	0.10	3006	11	7.44	39281.58958180000
0.12	0.37	-0.25	3007	1	0.37	1974.13981940000
0.51	0.50	0.01	3008	1	0.50	2656.64464142000
1.88	1.94	-0.06	3009	14	1.94	10238.96461730000
2.13	0.47	1.66	3010	1	0.47	2490.33017658000
0.95	1.03	-0.08	3011	3	1.03	5426.95672715000
2.12	1.39	0.73	3012	2	1.39	7360.72398583000
27.20	27.63	-0.43	3013	21	27.63	145865.28059300000
0.30	0.34	-0.04	3014	1	0.34	1788.31377982000
0.53	0.48	0.05	3015	3	0.48	2547.64021612000
0.22	0.24	-0.02	3016	1	0.24	1242.49287228000
32.91	31.57	1.34	3017	4	11.99	63313.12251870000
13.09	13.29	-0.20	3018	33	13.29	70151.91229950000
1.53	0.79	0.74	3019	1	0.79	4166.96759076000
1.79	1.77	0.02	3020	1	1.77	9349.88280868000
0.24	0.22	0.02	3021	1	0.22	1141.47759892000
4.29	4.45	-0.16	3022	8	4.45	23494.90504160000
2.65	2.63	0.02	3023	6	2.63	13870.17412670000
1.94	1.97	-0.03	3024	1	0.79	4188.30421111000
3.63	3.52	0.11	3025	2	3.52	18568.17712250000
1.13	1.07	0.06	3026	1	1.07	5655.58075855000
3.24	3.13	0.11	3027	3	3.13	16514.74681780000
4.43	4.26	0.17	3028	5	4.43	23385.09699900000
2.48	2.60	-0.12	3029	9	2.60	13725.07520780000
1.37	1.22	0.15	3030	4	1.22	6453.01281888000
4.05	4.45	-0.40	3031	3	4.45	23521.47912500000
1.42	1.41	0.01	3032	1	1.41	7469.16997875000
0.22	0.39	-0.17	3033	6	0.39	2060.72330139000
0.49	0.17	0.32	3034	1	0.17	895.75273994300
2.70	3.06	-0.36	3035	3	3.06	16167.52214140000
1.40	1.29	0.11	3036	4	1.29	6799.66238376000
0.19	0.33	-0.14	3037	5	0.33	1755.83129431000
0.42	0.50	-0.08	3038	7	0.50	2650.22461303000
0.40	0.48	-0.08	3039	7	0.48	2543.64173288000
0.42	0.50	-0.08	3040	7	0.50	2646.07994260000
0.11	0.14	-0.03	3041	2	0.14	714.43545757100

0.17	0.16	0.01	3042	1	0.16	856.96458197700
14.74	13.63	1.11	3045	3	13.63	71977.35681080000
0.81	0.80	0.01	3046	2	0.80	4244.19117407000
14.40	12.78	1.62	3047	5	12.78	67460.22115450000
0.94	0.98	-0.04	3048	6	0.98	5193.38874982000
0.50	0.49	0.01	3049	1	0.49	2605.41552651000
0.17	0.17	0.00	3050	2	0.17	872.63108526400
0.25	0.26	-0.01	3051	3	0.26	1372.61483757000
0.32	0.34	-0.02	3052	1	0.34	1814.68426241000
0.50	0.50	0.00	3053	2	0.50	2646.78890297000
0.33	0.35	-0.02	3054	2	0.35	1826.01444503000
2.80	2.78	0.02	3055	5	2.78	14693.45883140000
2.00	2.21	-0.21	3056	2	2.34	12331.29089050000
0.26	0.23	0.03	3057	2	0.23	1222.21438515000
0.17	0.17	0.00	3058	1	0.17	880.59435195800
0.33	0.23	0.10	3059	2	0.23	1219.84188064000
0.06	0.05	0.01	3060	2	0.05	287.45241656700
0.34	0.32	0.02	3061	2	0.32	1680.84136789000
0.22	0.22	0.00	3063	3	0.22	1171.57170060000
0.13	0.14	-0.01	3064	3	0.14	747.72019159700
0.04	0.06	-0.02	3065	2	0.06	327.10107379000
0.11	0.09	0.02	3066	2	0.09	500.61770013100
0.05	0.04	0.01	3067	1	0.04	188.94140844700
0.15	0.15	0.00	3068	2	0.15	766.43469792400
0.05	0.06	-0.01	3069	1	0.06	323.91442879400
0.38	0.34	0.04	3070	5	0.34	1779.96014211000
0.02	0.03	-0.01	3071	1	0.03	142.10563835700
0.04	0.04	0.00	3072	1	0.04	237.56248507200
0.07	0.07	0.00	3201	2	0.07	377.80705034700
0.10	0.10	0.00	3202	1	0.10	537.53469173900
0.14	0.15	-0.01	3203	2	0.15	783.06203613400
0.10	0.10	0.00	3204	1	0.10	548.89443486200
0.08	0.09	-0.01	3205	1	0.09	465.62498584000
0.50	0.50	0.00	3206	3	0.50	2623.03376305000
0.31	0.32	-0.01	3207	3	0.32	1701.52928569000
0.25	0.25	0.00	3208	3	0.25	1295.44131738000
0.25	0.25	0.00	3209	3	0.25	1298.68141365000
0.25	0.25	0.00	3210	2	0.25	1295.20646586000
0.25	0.25	0.00	3211	3	0.25	1309.63427584000
0.53	0.46	0.07	3212	5	0.46	2447.00375102000
1.00	1.00	0.00	3213	8	1.00	5271.23470359000
0.09	0.10	-0.01	3214	2	0.10	529.61440163700
0.37	0.39	-0.02	3215	4	0.39	2051.07736876000
0.12	0.12	0.00	3216	2	0.12	653.69208062200
0.04	0.04	0.00	3217	1	0.04	213.73400334300
0.18	0.22	-0.04	3401	6	0.22	1148.43659455000
0.22	0.22	0.00	3402	6	0.22	1146.81857823000
0.14	0.15	-0.01	3403	4	0.15	766.32651733000
0.14	0.14	0.00	3404	4	0.14	765.36256093000
0.21	0.22	-0.01	3405	6	0.22	1147.36189979000

0.15	0.14	0.01	3406	4	0.14	757.03978872400
0.14	0.14	0.00	3407	4	0.14	757.63968074200
0.22	0.31	-0.09	3408	6	0.31	1634.74132233000
0.07	0.15	-0.08	3409	3	0.15	773.00909642500
0.08	0.08	0.00	3410	2	0.08	422.82851120200
0.08	0.07	0.01	3411	2	0.07	385.13536377200
0.14	0.14	0.00	3412	2	0.14	762.66317778800
0.17	0.18	-0.01	3414	3	0.18	956.60549946000
0.24	0.21	0.03	3416	3	0.21	1124.89756992000
0.29	0.29	0.00	3419	5	0.29	1518.98958046000
0.29	0.29	0.00	3421	4	0.29	1516.20956396000
0.05	0.05	0.00	3423	1	0.05	280.00436182000
0.23	0.24	-0.01	3424	2	0.24	1251.44649801000
0.25	0.25	0.00	3426	2	0.25	1299.04113324000
5.75	5.49	0.26	4001	19	5.49	28968.28412920000
13.91	13.89	0.02	4003	11	13.89	73343.25830190000
4.30	4.06	0.24	4004	15	4.06	21456.84639520000
1.23	1.11	0.12	4005	5	1.11	5872.04384787000
3.37	3.38	-0.01	4006	5	3.38	17842.76297680000
16.29	16.17	0.12	4009	6	16.17	85393.68121950000
4.52	4.53	-0.01	4010	2	4.53	23893.42985730000
0.70	0.26	0.44	4011	1	0.26	1398.14918769000
6.96	7.03	-0.07	4012	1	7.03	37101.07692770000
47.76	48.69	-0.93	4013	18	48.69	257075.68702300000
0.13	0.13	0.00	4014	2	0.13	670.57101817400
0.87	0.93	-0.06	4015	9	0.93	4907.78322000000
0.17	0.18	-0.01	4016	1	0.18	953.32985321600
18.71	18.96	-0.25	4017	10	18.96	100097.89854900000
13.35	11.83	1.52	4018	28	11.83	62454.85903080000
5.10	5.45	-0.35	4019	15	5.45	28757.86472160000
2.73	2.87	-0.14	4020	1	2.87	15133.34936600000
1.47	1.47	0.00	4021	7	1.47	7780.76798010000
1.72	1.83	-0.11	4022	4	1.83	9674.43647676000
3.44	3.36	0.08	4023	3	3.36	17718.12817830000
1.00	0.93	0.07	4024	2	0.93	4905.84024076000
4.37	4.25	0.12	4025	3	4.25	22460.34808310000
6.30	6.77	-0.47	4026	3	6.77	35725.62397900000
7.51	7.81	-0.30	4027	1	7.81	41260.75162770000
5.12	4.90	0.22	4029	2	4.90	25863.78579830000
0.50	0.54	-0.04	4031	1	0.54	2872.14515098000
0.29	0.19	0.10	4032	2	0.19	985.82524662200
0.23	0.51	-0.28	4033	1	0.51	2676.73981469000
0.25	0.26	-0.01	4034	4	0.26	1356.43199067000
0.12	0.12	0.00	4035	1	0.12	619.57304345000
0.12	0.13	-0.01	4036	1	0.11	600.11742830600
5.73	5.73	0.00	4037	9	5.73	30253.51838440000
2.38	2.40	-0.02	4038	1	1.92	10145.55817880000
0.50	0.78	-0.28	4039	2	0.78	4143.29712253000
0.49	0.50	-0.01	4041	2	0.50	2647.25818619000
0.52	0.50	0.02	4042	1	0.50	2641.28884274000

0.56	0.56	0.00	4043	2	0.56	2939.12396106000
0.93	0.93	0.00	4044	2	0.93	4914.35993536000
0.54	0.58	-0.04	4045	3	0.58	3038.61608658000
0.96	0.95	0.01	4046	2	0.95	5039.17097520000
6.40	7.07	-0.67	4047	1	7.07	37351.45079110000
0.12	0.12	0.00	4048	1	0.12	652.70432111000
0.77	0.75	0.02	4049	1	0.75	3972.11944074000
0.35	0.35	0.00	4050	2	0.35	1839.16260534000
0.11	0.10	0.01	4051	2	0.10	542.99758398900
0.27	0.27	0.00	4052	5	0.27	1401.42579379000
0.21	0.11	0.10	4053	2	0.11	561.16597888100
0.05	0.06	-0.01	4054	1	0.06	295.76187033300
0.12	0.12	0.00	4055	1	0.12	657.69211900000
0.22	0.24	-0.02	4056	2	0.24	1268.33972549000
0.05	0.05	0.00	4057	1	0.05	270.61670919700
0.10	0.12	-0.02	4058	4	0.50	2630.14457429000
0.15	0.16	-0.01	4060	1	0.16	864.61732193900
0.13	0.39	-0.26	4061	4	0.39	2037.03657463000
0.25	0.25	0.00	4062	1	0.25	1310.55912287000
0.17	0.17	0.00	4063	1	0.17	916.37250096200
0.03	0.03	0.00	4201	1	0.03	150.33450885400
0.05	0.06	-0.01	4202	2	0.06	292.07381750600
0.26	0.26	0.00	4203	9	0.26	1365.00933801000
0.25	0.24	0.01	4204	9	0.24	1256.98044041000
0.28	0.28	0.00	4205	3	0.28	1463.01741095000
0.55	0.55	0.00	4206	6	0.55	2919.88457664000
0.25	0.24	0.01	4207	3	0.24	1270.00280917000
0.13	0.19	-0.06	4208	2	0.19	1017.62704056000
0.10	0.11	-0.01	4209	1	0.11	557.63267774500
0.12	0.07	0.05	4401	1	0.07	359.65429542400
0.04	0.05	-0.01	4403	1	0.05	270.11555114100
0.16	0.16	0.00	4404	4	0.16	838.02982187900
0.10	0.46	-0.36	4405	5	0.46	2446.95801797000
0.36	0.33	0.03	4407	7	0.33	1733.47928431000
0.10	0.10	0.00	4408	2	0.10	505.11880542200
0.37	0.36	0.01	4409	6	0.36	1912.05155274000
0.32	0.32	0.00	4411	6	0.32	1665.98232659000
0.08	0.08	0.00	4412	1	0.08	403.68218670900
0.28	0.28	0.00	4413	2	0.28	1467.36313130000
0.21	0.20	0.01	4414	5	0.20	1051.09823493000
0.37	0.16	0.21	4416	3	0.16	847.75155028800
0.22	0.20	0.02	4419	4	0.20	1043.30762191000
0.16	0.16	0.00	4421	2	0.16	859.60899909800
0.15	0.16	-0.01	4422	1	0.16	857.83916918300
0.25	0.24	0.01	4423	2	0.24	1260.94468223000
0.17	0.33	-0.16	4424	6	0.33	1750.33854014000
0.20	0.19	0.01	4425	4	0.19	998.55946770300
0.34	0.34	0.00	4426	1	0.34	1801.31708266000
0.25	0.26	-0.01	4427	1	0.26	1361.18933463000
0.05	0.10	-0.05	4428	1	0.10	524.93007361700

0.11	0.11	0.00	4429	3	0.11	565.54269494800
0.02	0.08	-0.06	4430	2	0.08	433.04729815200
2.01	1.80	0.21	5001	3	1.80	9488.54362675000
5.21	5.17	0.04	5002	6	5.17	27318.77371700000
7.16	7.31	-0.15	5003	4	16.96	89545.28775690000
35.79	36.70	-0.91	5005	20	36.70	193757.51955900000
2.50	2.53	-0.03	5006	7	2.53	13332.19640630000
29.98	30.17	-0.19	5007	32	30.17	159274.20171400000
2.04	2.04	0.00	5008	2	2.60	13744.02653410000
20.92	20.81	0.11	5009	10	20.81	109864.38608200000
6.33	6.19	0.14	5010	2	6.19	32699.57014000000
5.72	5.48	0.24	5011	12	5.48	28947.17528160000
2.79	2.80	-0.01	5012	8	2.80	14772.48528640000
6.83	5.75	1.08	5013	8	5.75	30386.26872680000
4.07	4.11	-0.04	5014	12	4.11	21689.97148050000
7.65	7.85	-0.20	5015	4	7.85	41423.08984010000
8.83	8.66	0.17	5016	3	8.66	45731.71524660000
25.95	23.92	2.03	5017	20	23.92	126307.11820900000
13.98	13.92	0.06	5018	6	13.92	73508.32454280000
3.63	3.60	0.03	5019	3	3.60	19033.31889040000
0.87	0.87	0.00	5020	5	0.87	4594.35934648000
1.01	1.07	-0.06	5021	3	1.07	5673.83974037000
5.00	4.25	0.75	5022	6	4.25	22461.19302870000
0.39	0.40	-0.01	5023	2	0.40	2093.22229692000
10.38	10.15	0.23	5024	2	10.15	53575.72192600000
5.45	5.46	-0.01	5025	5	5.46	28824.34616810000
1.61	1.57	0.04	5026	1	1.57	8280.10125917000
2.62	2.61	0.01	5027	3	2.61	13798.87219530000
0.53	0.23	0.30	5028	1	0.52	2722.90038948000
34.23	34.13	0.10	5029	43	34.13	180213.58676500000
0.60	0.42	0.18	5030	1	0.42	2221.56692624000
1.15	0.53	0.62	5031	2	0.53	2773.18588032000
4.94	4.90	0.04	5032	1	4.90	25862.20460220000
4.56	4.46	0.10	5033	2	4.46	23559.49887280000
3.64	3.64	0.00	5034	3	3.64	19228.02694640000
20.08	20.06	0.02	5035	8	20.06	105937.33872200000
9.14	9.11	0.03	5036	3	9.11	48119.54829050000
0.40	0.41	-0.01	5037	1	0.41	2159.31036664000
7.96	5.48	2.48	5038	3	5.48	28918.38611940000
0.91	1.08	-0.17	5039	1	1.42	7471.67819185000
10.64	9.84	0.80	5040	5	9.84	51958.22679740000
0.60	0.58	0.02	5041	5	0.58	3077.42963659000
0.70	0.77	-0.07	5043	2	0.77	4091.99309946000
1.74	1.85	-0.11	5044	7	3.82	20160.35717180000
0.75	0.80	-0.05	5045	1	0.80	4206.90054864000
0.25	0.19	0.06	5046	1	0.19	983.88935932200
5.05	4.96	0.09	5048	2	6.03	31854.89152730000
1.04	1.04	0.00	5049	1	1.03	5414.88720423000
1.14	1.11	0.03	5050	1	1.11	5839.93761317000
14.82	13.95	0.87	5051	2	13.95	73633.48555220000



0.63	0.61	0.02	5052	1	0.61	3206.56905268000
0.24	0.20	0.04	5053	1	0.20	1077.19283277000
0.17	0.11	0.06	5054	2	0.11	567.92005189300
0.98	1.01	-0.03	5055	6	1.01	5356.64943991000
0.46	0.63	-0.17	5056	3	0.63	3343.40328648000
0.33	0.33	0.00				
					0.00	
0.84	0.90	-0.06	5058	3	0.90	4747.60785265000
0.11	0.25	-0.14	5059	1	0.25	1336.01526500000
0.45	0.67	-0.22	5060	5	0.67	3527.96326290000
0.45	0.46	-0.01	5061	1	0.46	2438.04151211000
0.23	0.43	-0.20	5062	3	0.43	2279.08509409000
0.50	0.51	-0.01	5069	3	0.51	2713.58206285000
0.39	0.40	-0.01	5070	1	0.40	2106.37272907000
0.10	0.11	-0.01	5071	1	0.11	559.65145273800
2.51	3.03	-0.52	5072	2	3.03	16022.97853680000
1.13	1.26	-0.13	5073	4	1.26	6669.49549036000
0.10	0.42	-0.32	5074	8	0.42	2195.07579904000
0.19	0.19	0.00	5075	3	0.19	1025.35938765000
0.35	0.41	-0.06	5076	1	0.71	3728.90974062000
1.50	1.53	-0.03	5077	5	1.53	8065.29273450000
1.50	1.51	-0.01	5078	4	1.51	7948.67979134000
0.17	0.18	-0.01	5201	4	0.18	963.89911568800
0.13	0.11	0.02	5202	2	0.11	573.86919414400
0.05	0.05	0.00	5203	2	0.09	477.16496384200
0.24	0.25	-0.01	5204	2	0.25	1318.67084827000
0.24	0.24	0.00	5205	3	0.24	1275.96496150000
0.13	0.17	-0.04	5206	1	0.25	1340.44835408000
0.50	0.58	-0.08	1001A	1	0.58	3064.16831505000
0.10	0.09	0.01	1069A	2	0.09	488.88967369500
0.05	0.06	-0.01	1070A	1	0.06	303.79482806300
0.22	0.25	-0.03	1079A	1	0.25	1310.16768557000
0.31	0.07	0.24	1110A	1	0.07	362.52436511500
0.46	0.46	0.00	2085A	1	0.46	2418.13178852000
3.48	3.15	0.33	3027A	4	4.32	22831.05010670000
0.05	0.05	0.00	3206A	1	0.05	262.04232090200
0.07	0.03	0.04	3401A	1	0.03	138.12752396400
0.08	0.07	0.01	3402A	2	0.07	378.48504545400
0.22	0.22	0.00	3403A	6	0.22	1142.18283149000
0.21	0.22	-0.01	3404A	6	0.22	1143.92424948000
0.40	0.39	0.01	3405A	9	0.77	4046.28524514000
0.17	0.18	-0.01	3406A	4	0.18	945.81577480700
0.21	0.22	-0.01	3407A	6	0.22	1141.37602241000
0.14	0.18	-0.04	3408A	5	0.18	960.51764003600
0.08	0.18	-0.10	3409A	5	0.18	960.68751912100
0.20	0.34	-0.14	3414A	5	0.34	1776.93433291000
0.37	0.37	0.00	3416A	5	0.37	1946.21826365000
0.29	0.29	0.00	3419A	4	0.29	1515.16457592000
0.25	0.47	-0.22	3421A	6	0.47	2498.93095414000

0.33	0.21	0.12	4006A	1	0.21	1092.01571429000
0.26	0.20	0.06	4006B	1	0.20	1037.66810118000
0.06	0.06	0.00	4403A	2	0.06	294.03232625800
0.40	0.40	0.00	4403B	5	0.40	2091.39004850000
0.09	0.08	0.01	4404A	3	0.08	444.89657114300
0.53	0.09	0.44	4405A	4	0.09	498.61295980700
0.08	0.11	-0.03	4407A	3	0.11	570.74567714500
0.11	0.11	0.00	4409A	3	0.11	571.85633068900
0.08	0.08	0.00	4410A	1	0.08	399.32679097100
0.03	0.03	0.00	4413A	1	0.03	167.69262848000
0.15	0.16	-0.01	4414A	3	0.16	839.00902102500
0.21	0.21	0.00	4416A	4	0.21	1123.57597717000
0.05	0.05	0.00	4419A	1	0.05	278.12525360900
0.25	0.24	0.01	4421A	3	0.24	1264.90817236000
0.26	0.24	0.02	4422A	3	0.24	1271.05662523000
0.26	0.25	0.01	4423A	2	0.25	1325.16097601000
0.34	0.16	0.18	4424A	1	0.16	863.16018841400
12.52	12.32	0.20	5005A	11	12.32	65045.46218130000
4.71	4.75	-0.04	5013A	1	4.75	25089.52736420000
12.09	11.87	0.22	5035A	5	11.87	62685.65851230000
			5053A	1	0.05	265.68170999400
			5054A	1	0.06	293.45990860400

1095.56

1114.79

old MM from prior submittals	GIS corrected (2020)	Prior year delta (2019/20 20)	current year delta (20/21)	RD#	freq.	Current GIS Length (2021)	
0.70	1.19	-0.49	0.05	1005	4	1.24	6545.32672671000
9.40	9.47	-0.07	0.03	1009	14	9.50	50152.73293240000
1.87	1.89	-0.02		1013	4	2.60	13748.91608380000
8.40	8.40	0.00	-1.09	1048	6	7.31	38619.47914370000
0.78	0.78	0.00		1089	1	1.52	8006.98613919000
1.15	1.28	-0.13		1103	5	2.02	10650.08987950000
1.82	1.96	-0.14		2015	8	3.30	17449.75183800000
35.27	31.76	3.51	19.58	2017	28	51.34	271086.69606100000
6.60	6.61	-0.01		2018	25	7.78	41102.20064640000
3.50	3.92	-0.42	-0.17	2028	8	3.75	19825.94879840000
11.86	12.00	-0.14	1.09	2048	2	13.09	69130.35784270000
32.91	31.57	1.34	-19.58	3017	4	11.99	63313.12251870000

1.94	1.97	-0.03	-1.18				
				3024	1	0.79	4188.30421111000
4.43	4.26	0.17	0.17	3028	5	4.43	23385.09699900000
2.00	2.21	-0.21	0.13	3056	2	2.34	12331.29089050000
0.12	0.13	-0.01	-0.02				
				4036	1	0.11	600.11742830600
2.38	2.40	-0.02	-0.48				
				4038	1	1.92	10145.55817880000
0.10	0.12	-0.02		4058	4	0.50	2630.14457429000
7.16	7.31	-0.15		5003	4	16.96	89545.28775690000
2.04	2.04	0.00	0.56	5008	2	2.60	13744.02653410000
0.53	0.23	0.30	0.29	5028	1	0.52	2722.90038948000
0.91	1.08	-0.17	0.34	5039	1	1.42	7471.67819185000
1.74	1.85	-0.11		5044	7	3.82	20160.35717180000
5.05	4.96	0.09		5048	2	6.03	31854.89152730000
1.04	1.04	0.00	-0.01				
				5049	1	1.03	5414.88720423000
0.33	0.33	0.00	-0.33	REMOVED		0.00	
0.35	0.41	-0.06		5076	1	0.71	3728.90974062000
0.05	0.05	0.00	0.04	5203	2	0.09	477.16496384200
0.13	0.17	-0.04	0.08	5206	1	0.25	1340.44835408000
3.48	3.15	0.33	1.17				
				3027A	4	4.32	22831.05010670000
0.40	0.39	0.01		3405A	9	0.77	4046.28524514000
				5053A	1	0.05	265.68170999400
				5054A	1	0.06	293.45990860400

0.41

0.31



0.42

Mono Cour Roads End 1001	1	
1007 Old S1003 Roun	1002	1
1010 South1002 Bounc	1003	1
1003 Roun Roads End	1004	1
Hwy 395 Hwy 395	1005	2
1003 NorthHwy 395 S	1006	1
1009 Pine Mono Cour	1007	1
1009 Pine 1003 Roun	1008	1
1009 Pine Roads End	1009	2
1003 Roun1013 Sawm	1010	1
1010 Roun Roads End	1011	1
1007 Old SHwy 395	1012	1
1016 Ed PCHwy 395 S	1013	2
1016 Ed P Roads End	1014	1
1013 Sawm Road End	1015	1
Hwy 168 Hwy 395	1016	1
1016 Ed P Hwy 168	1017	1
1023 Sunri Roads End	1018	1
2085 Bishc Roads End	1019	1
Hwy 168 Roads End	1020	1
8012 Non 2085 Bishc	1021	1
Hwy 395 1038 Chall	1022	1
1033 Barlc Roads End	1023	1
1017 Red IRoads End	1024	1
Hwy 168 1027 Reata	1025	1
Hwy 168 Roads End	1026	1
Hwy 168 1028 Unde	1027	1
1027 Reata1033 Barlc	1028	1
Hwy 168 1051 Mour	1029	1
Hwy 168 1032 Dixoi	1030	1
1030 BroclHwy 6	1031	1
1030 BroclHwy 6	1032	1
1028 Under1106 Sanig	1033	1
1033 Barlc Roads End	1034	1
2034 Sunl1033 Barlc	1035	1
1037 Jean Hwy 6	1036	1
1038 Chall1036 Five	1037	1
1022 Pleas1037 Jean	1038	1
1038 ChalkMono Cour	1039	1
1037 Jean Mono Cour	1040	1
Hwy 6 Road End	1041	1
Mono Cour Roads End	1042	1
1044 Silve1037 Jean	1043	1
1045 Laws Hwy 6	1044	1
1044 Silve2045 Polet	1045	1
HWY 168 1083 WHI1	1046	1
Hwy 168 8039 Non	1047	1
8039 Non Willow Cre	1048	2

Hwy 168 Roads End 1049	1
1033 Barlc Roads End 1050	1
1029 McL:1052 Ranc 1051	1
1053 Mt. T1055 Mt. V 1052	1
1052 RAN(ROAD ENI 1053	1
1052 Ranc Roads End 1054	1
1052 RAN(ROAD ENI 1055	1
1033 Barlc Roads End 1056	1
1037 Jean Roads End 1058	1
Hwy 168 Hwy 395 1059	1
Hwy 168 Hwy 395 1060	1
Hwy 395 Road End 1061	1
1030 Brocl1059 See V 1062	1
HWY 168 1078 INDL 1063	1
1045 Laws Roads End 1064	1
1064 FLYN Roads End 1065	1
1028 Unde Roads End 1066	1
Hwy 168 1071 Pinio 1067	1
1072 Laure"1069 Bircl 1068	1
1082 GRA11063 PA M 1069	1
1082 GRA11068 MESC 1070	1
1070 Cedar Road End 1071	1
1071 Pinio 1082 Gran 1072	1
1052 Ranc Roads End 1073	1
1033 Barlc Roads End 1074	1
1027 Reat: Roads End 1075	1
1033 Barlc Roads End 1076	1
1016 Ed Pc Roads End 1077	1
1063 Pa M Roads End 1078	1
Roads End 1070 Ceda 1079	1
1063 Pa M Roads End 1080	1
1068 MESC1069 BIRC 1081	1
1068 Mesqi Hwy 168 1082	1
2083 WhitMono Cour 1083	1
Hwy 395 1086 Bar M 1084	1
1057 Irene 1116 Carol 1085	1
1091 Rock Roads End 1086	1
1091 Rock Roads End 1087	1
1033 Barlc 1090 Orinc 1088	1
1010 Roun Roads End 1089	2
1028 Unde 1076 Sierr: 1090	1
1087 Bar I Roads End 1091	1
Roads End Roads End 1092	1
Roads End Roads End 1093	1
1098 Mesa Roads End 1094	1
1092 Arbo Roads End 1095	1
1092 Arbo Roads End 1096	1
1098 Mesa 1092 Arbo 1097	1
Hwy 395 1092 Arbo 1098	1
1092 Arbo Roads End 1099	1

1029 McL: Roads End 1100	1
1052 Ranc Roads End 1101	1
1052 Ranc Roads End 1102	1
Hwy 168 Roads End 1103	2
1077 Rock1077 Rock 1104	1
1104 Runn Roads End 1105	1
1032 Dixoi1107 Junip 1106	1
1106 SANI1108 VALI 1107	1
1032 Dixoi Roads End 1108	1
1106 Sanig Roads End 1109	1
1103 Starli Roads End 1110	1
1103 Starli Roads End 1111	1
1103 Starli Roads End 1112	1
1044 Silve Unnamed R 1113	1
1003 Roun Roads End 1114	1
Roads End 1103 Starli 1115	1
Roads End Roads End 1116	1
Roads End Roads End 1117	1
1076 Sierr:1117 Audr 1118	1
1121 Siou: Roads End 1119	1
1120 SIOU 1108 VALI 1120	1
1120 Choc Roads End 1121	1
ROAD ENI1108 VALI 1122	1
1075 Watt: Roads End 1123	1
1108 Valle Roads End 1124	1
1124 Bear Roads End 1125	1
1109 West Roads End 1126	1
Roads End Roads End 1127	1
Roads End Roads End 1128	1
1120 Choc Roads End 1129	1
1120 Chot: Roads End 1130	1
1033 Barlc Roads End 1131	1
Roads End Roads End 1132	1
1132 Sumr Roads End 1133	1
Roads End Roads End 1134	1
1131 Suns: Roads End 1135	1
1131 Suns: Roads End 1136	1
1108 Valle Roads End 1137	1
1106 Sanig Roads End 1138	1
1127 Shosl1127 Shosl 1139	1
1106 Sanig Roads End 1140	1
1108 Valle Roads End 1141	1
1106 Sanig Roads End 1142	1
1127 Shosl Roads End 1143	1
1127 SHOSROAD ENI 1144	1
1108 Valle Roads End 1145	1
2017 Deatl Roads End 2011	1
Hwy 168 Roads End 2012	1
Bishop City2014 Easts 2013	1
2013 Polet 2018 Warn 2014	1

2014 Easts Roads End 2015	2
2014 Easts Nat'l Forest 2016	1
Hwy 168 3017 Death 2017	2
2014 Easts Roads End 2018	2
2020 Gerki Roads End 2019	1
2019 Colli Roads End 2020	1
Roads End 2020 Gerki 2021	1
Hwy 168 Roads End 2022	1
Hwy 168 Roads End 2023	1
2025 North Roads End 2024	1
Hwy 168 Roads End 2025	1
HWY 168 ROAD ENI 2026	1
Roads End 2020 Gerki 2027	1
3028 Coun2029 Keou 2028	2
Hwy 395 Roads End 2029	1
2030	1
HWY 395 1035 SCHC 2031	1
Hwy 168 Hwy 395 2034	1
2034 Sunlε 1033 Barlc 2035	1
2020 Gerki Roads End 2039	1
2039 Cotto Roads End 2040	1
2040 Cherr Road End 2041	1
COTTONVROAD ENI 2042	1
2034 Sunlε Bishop 2043	1
HWY 395 Road End 2044	1
1044 Silve 2045 Polet 2045	1
Eureka Valley Road 2047	1
8039 Non Willow Cre 2048	2
Death Vallc Roads End 2049	1
2013 Polet Roads End 2050	1
2013 Polet Roads End 2053	1
2020 Gerki 2059 Sierrε 2054	1
2020 Gerki Roads End 2055	1
2055 Footl Roads End 2056	1
2020 Gerki Roads End 2057	1
2020 Gerki Roads End 2058	1
2054 Raws Roads End 2059	1
2020 Gerki 2059 Sierrε 2060	1
2019 Colli Roads End 2062	1
Hwy 168 Roads End 2081	1
2083 Whit Mono Cour 2083	1
HWY 395 ROAD ENI 2084	1
Hwy 168 Roads End 2085	1
2088 Catar Roads End 2086	1
2090 Cardi Roads End 2087	1
Hwy 168 2023 Colu 2088	1
HWY 168 2081 ALPI 2089	1
Hwy 168 2023 Colu 2090	1
2086 Whit Roads End 2091	1
2025 North 2026 Sabrir 2092	1



Hwy 168 Roads End 2093	1
Hwy 168 Roads End 2094	1
2022 South 2096 Cany 2095	1
2095 Habe Roads End 2096	1
2096 Cany Roads End 2097	1
Hwy 168 Roads End 2098	1
2081 Alpir Roads End 2099	1
2081 Alpir Roads End 2100	1
2039 Cottc Roads End 2101	1
3002 Glaci Roads End 3001	1
3212 West Roads End 3002	1
3028 Coun Hwy 395 3003	1
Hwy 395 Roads End 3004	1
3002 Glaci Roads End 3005	1
Glacier Loc Non County 3006	1
3001 Suga Roads End 3007	1
2017 Death Roads End 3008	1
Hwy 395 Roads End 3009	1
3006 McM Roads End 3010	1
Hwy 395 3009 Barte 3011	1
Hwy 395 Roads End 3012	1
Nat'l Forest 4013 Salin 3013	1
Roads End 3017A Dea 3014	1
Hwy 395 Roads End 3015	1
3015 Big F Roads End 3016	1
2017 Death DVNP Bou 3017	2
Roads End 3035 Fish 3018	1
3018 Tinn Roads End 3019	1
3018 Tinn Roads End 3020	1
Hwy 395 Roads End 3021	1
3018 Tinn Nat'l Forest 3022	1
3018 Tinn ROAD ENI 3023	1
3018 Tinn 3027 Colo 3024	2
3018 Tinn Nat'l Forest 3025	1
3025 Divis Road End 3026	1
Hwy 395 3027A N C 3027	1
3028 Coun 2029 Keou 3028	2
Hwy 395 Hwy 395 3029	1
Hwy 395 3031 Oak 3030	1
3030 Fish Roads End 3031	1
3030 Fish Roads End 3032	1
3407 Payn 3406 Kears 3033	1
3036 Shabl 3030 Fish 3034	1
Hwy 395 Hwy 395 3035	1
HWY 395 3029 FORT 3036	1
3405 Mark Roads End 3037	1
3409 PARK 3409 PARK 3038	1
INYO ST PARK ST 3039	1
3408 Pavil 3401 Inyo 3040	1
3401 Inyo Roads End 3041	1

3411 Sierra	3405 Mark	3042	1
Hwy 395	Nat'l Forest	3045	1
Hwy 395	Roads End	3046	1
3405 West Nat'l Forest		3047	1
3050 Baker	3051 Butch	3048	1
3050 BAKER	3009 BAR	3049	1
3048 Crate	3049 Piper	3050	1
Hwy 395	3011 New	3051	1
3047 Onio	Roads End	3052	1
3035 Fish	3018 Tinn	3053	1
3003 Reyn	3003 Reyn	3054	1
3047 Onio	Roads End	3055	1
Hwy 395	Roads End	3056	2
3003 Reyn	3061 Elm	3057	1
3003 Reyn	3059 Mour	3058	1
3057 Pine	3060 Mead	3059	1
3059 Mour	3061 Elmc	3060	1
Roads End	Roads End	3061	1
Roads End	3070 Olivi	3063	1
3063 Carm	3070 Olivi	3064	1
3003 Reyn	3064 Mari	3065	1
3065 Julie	2 Road End	3066	1
3066 Betty	Roads End	3067	1
3003 Reyn	3070 Olivi	3068	1
3068 Myrt	Roads End	3069	1
3028 Coun	Hwy 395	3070	1
3063 Carm	Roads End	3071	1
3070 OLIVROAD	ENI	3072	1
Hwy 395	Roads End	3201	1
3216 Wash	3215 Pine	3202	1
3216 WASI	HWY 395	3203	1
3215 Pine	3216 Wash	3204	1
3212 West	Roads End	3205	1
Hwy 395	3212 West	3206	1
3213 Scho	Roads End	3207	1
3213 Scho	Roads End	3208	1
Hwy 395	3213 Scho	3209	1
3213 West	Hwy 395	3210	1
Hwy 395	3213 Scho	3211	1
	3212		1
3211 Blake	3028 Count	3213	1
3209 Ches	3208 Dew	3214	1
3201 POPL	HWY 395	3215	1
3204 Hom	3202 Cent	3216	1
3209 Ches	Roads End	3217	1
Hwy 395	Roads End	3401	1
Hwy 395	3423 Crocl	3402	1
Hwy 395	3421 Clay	3403	1
3421 Clay	Hwy 395	3404	1
Hwy 395	3047 Onio	3405	1

3421 Clay Hwy 395 3406	1
3421 Clay Hwy 395 3407	1
3424 Rose Hwy 395 3408	1
3419 Jacks Hwy 395 3409	1
HWY 395 3416 WAS 3410	1
3424 ROSE 3426 VALI 3411	1
3402 Wall 3403 Main 3412	1
3405 Mark Roads End 3414	1
3405 Mark 3401 Inyo 3416	1
3401 Inyo 3405 Mark 3419	1
3401 Inyo 3405 Mark 3421	1
3402 WAL ROAD ENI 3423	1
3408 PAVI 3405 MAR 3424	1
3405 MAR Roads End 3426	1
Hwy 395 Roads End 4001	1
4001 Manz 4010 Dolo 4003	1
Hwy 395 Roads End 4004	1
Hwy 395 Hwy 395 4005	1
HWY 395 4003 OWE 4006	1
4013 Salin Roads End 4009	1
Hwy 136 Hwy 136 4010	1
Hwy 395 Roads End 4011	1
Nat'l Park E 4013 Salin 4012	1
3013 Wauc 5013 Salin 4013	1
4015 Putna 4018 Whit 4014	1
4018 Whit Road End 4015	1
4015 Putna Road End 4016	1
4018 Whit Roads End 4017	1
Hwy 395 Roads End 4018	1
4018 Whit 4023 Lubk 4019	1
4017 Hors Roads End 4020	1
4425 Line Roads End 4021	1
4019 Tuttl 4048 Domi 4022	1
Hwy 395 4017 Hors 4023	1
Hwy 395 Roads End 4024	1
Hwy 395 Roads End 4025	1
4037 Movi 4004 Moff 4026	1
8054 Non HWY 136 4027	1
5013 Salin Roads End 4029	1
4206 OLD ROAD ENI 4031	1
Hwy 395 Roads End 4032	1
Hwy 395 Roads End 4033	1
4005 Pangl Roads End 4034	1
4034 LASKROAD ENI 4035	1
4034 Lask Roads End 4036	2
4018 Whit 4026 Hogb 4037	1
4018 Whit Roads End 4038	2
TUTTLE CUNNAMEI 4039	1
4021 Sub S Roads End 4041	1
4058 TEY 4021 SUB S 4042	1

Hwy 395 Roads End 4043	1
4019 Tuttl4045 Shah: 4044	1
Roads End Roads End 4045	1
4044 Thunc4017 Horse 4046	1
4013 Salin Roads End 4047	1
4022 India Roads End 4048	1
4019 Tuttl4050 McD: 4049	1
4045 Shah:4022 India: 4050	1
4404 Willc4018 Whitr 4051	1
4403 Locu Roads End 4052	1
4409 Post :4403 Locu: 4053	1
4404 WILL 4403 LOC 4054	1
4411 Muir 4422 Hay : 4055	1
4411 Muir 4407 Mour 4056	1
4405 Bush 4404 Willc 4057	1
Hwy 395 4042 Zucc: 4058	2
4018 Whitr4061 Mt La 4060	1
4060 Whitr4063 Valley 4061	1
4022 Indiar Road End 4062	1
4018 Whitr4061 Mt La 4063	1
4206 Old S4205 Yerir 4201	1
4206 Old S4205 Yerir 4202	1
Hwy 136 4209 Mauc 4203	1
4209 Mauc Hwy 136 4204	1
4201 LINC 4204 CERF 4205	1
4031 Olan Hwy 136 4206	1
4204 Cerrc 4206 Old S 4207	1
4204 Cerrc Roads End 4208	1
4203 MAL4204 CERF 4209	1
4419 Jacks Hwy 395 4401	1
4416 Wasl 4414 Brew 4403	1
HWY 395 LONE PIN 4404	1
4428 Fairb Hwy 395 4405	1
4414 Brew Hwy 395 4407	1
4421 LONE HWY 395 4408	1
4425 Line Hwy 395 4409	1
4055 Stree " 4056 Stree 4411	1
4424 Lake 4425 Line S 4412	1
Hwy 395 4425 Line S 4413	1
Roads End 4407 West 4414	1
4407 Moun 4403 Statha 4416	1
4401 Begol 4407 Moun 4419	1
4403 Stath 4407 Mour 4421	1
4403 Stath 4407 Mour 4422	1
4411 MUIF 4407 MOU 4423	1
4407 MOU 4413 INYO 4424	1
4413 Inyo 4409 Post : 4425	1
4414 Brew 4018 Whit 4426	1
HWY 395 ROAD ENI 4427	1
4405 Bush 4018 Whit 4428	1

4414 Brew Hwy 395 4429	1
Hwy 395 Roads End 4430	1
Nevada Sta Roads End 5001	1
Hwy 127 Nevada Sta 5002	1
5005 Furn: Hwy 127 5003	2
Hwy 127 5050 West 5005	1
5005 Furn:5007 Old S 5006	1
Hwy 127 Nevada Sta 5007	1
5005 Furn: Roads End 5008	2
5050 West Nevada Sta 5009	1
5005 FURNROAD ENI 5010	1
Hwy 190 5074 Mark: 5011	1
Hwy 190 Roads End 5012	1
HWY 190 4013 Saline 5013	1
5015 Ophir Road End 5014	1
5075 Seco:5016 Old T 5015	1
5015 Ophi: Hwy 190 5016	1
Hwy 190 5029 Tron: 5017	1
5029 Tron: Hwy 190 5018	1
5018 Pan:5017 Nade 5019	1
5020	1
Hwy 395 Roads End 5021	1
Hwy 395 Roads End 5022	1
Hwy 395 Roads End 5023	1
Hwy 395 Roads End 5024	1
Hwy 395 Roads End 5025	1
HWY 395 ROAD ENI 5026	1
Hwy 395 Roads End 5027	1
5007 Old S 5007 Old S 5028	2
SBD Count 8070 Non (5029	1
Hwy 190 Roads End 5030	1
Hwy 395 Hwy 395 5031	1
5017 Nade 5018 Pan: 5032	1
5035 Wing Roads End 5033	1
5029 Tron:5035 Wing 5034	1
SAN BERN:5034 Ballar 5035	1
8093 Non (5035 Wing 5036	1
5029 Tron:5044 Stock 5037	1
5039 Syke: Roads End 5038	1
Hwy 395 Roads End 5039	2
Hwy 395 Tulare Cou: 5040	1
5006 Tecoj:8080 Non (5041	1
Hwy 395 Roads End 5043	1
5037 Valle Roads End 5044	2
5029 Tron: Roads End 5045	1
5041 Dow: Roads End 5046	1
5029 Tron: Roads End 5048	2
5009 MES(San Bernar: 5049	2
5005 Furn: San Bernar: 5050	1
5050 West Nevada Sta 5051	1

Hwy 127 Hwy 127 5052	1		
5014 Zinc I5053A Fou 5053	1	5053	1
5014 Zinc I5011 Olanc 5054	1	5054	2
5012 Talc Hw 190 5055	1		
5029 Tron Roads End 5056	1		
	2	Dawn Loop was included in the 2019 submittal but is not a road. Remove from MM for 2020 submittal.	
5006 Tecoj5006 Tecoj 5058	1		
5058 Noon5058 Noon 5059	1		
5041 Dow5005 Furn 5060	1		
5048 Hom Roads End 5061	1		
5006 Tecoj Roads End 5062	1		
5020 FALLROAD ENI 5069	1		
5020 Fall I Roads End 5070	1		
5020 Fall I Roads End 5071	1		
5040 Nine Kern Count 5072	1		
Hwy 395 Hwy 395 5073	1		
5011 Olanc 5075 SE Se 5074	1		
5074 MAR 5015 OPHI 5075	1		
5077 Encha Roads End 5076	2		
Hwy 395 Roads End 5077	1		
Hwy 395 Roads End 5078	1		
5206 Moja Hwy 39 5201	1		
5202	1		
5204 Sierr5205 Carta 5203	2		
5201 Whitr5203 Owen 5204	1		
5203 OWE 5201 WHIN 5205	1		
5201 Whitr Road End 5206	2		
1001 Rock Road End 1001A	1		
ROAD ENIROAD ENI 1069A	1		
1067 MEA1079 TUMI 1070A	1		
1078 India Roads End 1079A	1		
1103 Starli Roads End 1110A	1		
Hwy 168 Roads End 2085A	1		
Hwy 395 Hwy 395 3027A	2		
Hwy 395 3215 Pine 3206A	1		
3405 MarkROAD ENI 3401A	1		
3416 Wash Hwy 395 3402A	1		
3412 Gran Hwy 395 3403A	1		
Hwy 395 3412 Gran 3404A	1		
3424 Rose Hwy 395 3405A	2		
Hwy 395 Roads End 3406A	1		
Hwy 395 Roads End 3407A	1		
Hwy 395 3414 Webs 3408A	1		
Hwy 395 3416 Wash 3409A	1		
3408 Pavil 3405 Mark 3414A	1		
3410 Citru 3405 Mark 3416A	1		
3405 Mark 3409 Park 3419A	1		
3405 Mark Roads End 3421A	1		

4006 LONE PINE NAI	4006A	1	
4006 LONI	4003 OWE 4006B	1	
Hwy 395	4416 Wash	4403A	1
4424 Lake	Hwy 395	4403B	1
HWY 395	STREET A	4404A	1
Hwy 395	Roads End	4405A	1
Hwy 395	4414 Brew	4407A	1
Hwy 395	4414 Brew	4409A	1
4424 S Lak	4425 Line	4410A	1
Hwy 395	Non County	4413A	1
4407 West	4403 Stath	4414A	1
4407 Moun	4430 Gene	4416A	1
4408 E Wh	4407 W Mc	4419A	1
4407 Mour	4411 Muir	4421A	1
4407 Mour	4411 Muir	4422A	1
4407 MOU	ROAD ENI	4423A	1
4407 MOU	4403 STAT	4424A	1
Hwy 127	5050 West	5005A	1
HWY 190	5013 Salin	5013A	1
5034 Balla	5029 Tron	5035A	1
5053 Fultor	Market St	5053A	2
5023 Reddy	5011 Olanc	5054A	2

514

63.33

**Action**

Hwy 395	Hwy 395	1005	2	Removed short segment crossing Hwy
1009 Pine	Roads End	1009	2	Removed short segment crossing Hwy
1016 Ed Pe	Hwy 395 S	1013	2	Edited by Ashley to match 2019 submittal
8039 Non	Willow Cre	1048	2	Edit to match 2019 extent
1010 Roun	Roads End	1089	2	Edited by Ashley to match 2019 submittal
Hwy 168	Roads End	1103	2	Edited by Ashley to match 2019 submittal
2014 Easts	Roads End	2015	2	Edited by Ashley to match 2019 submittal
Hwy 168	3017 Death	2017	2	Edit to match 2019 extent
2014 Easts	Roads End	2018	2	Edited by Ashley to match 2019 submittal
3028 Coun	2029 Keou	2028	2	Edit to match 2019 extent
8039 Non	Willow Cre	2048	2	Edit to match 2019 extent
2017 Death	DVNP Bou	3017	2	Edit to match 2019 extent

			2	2019 had Black Rock Springs included on the east side of 395. GIS calls that section out as colloseum road. Needs to be edited to match 2019. Coloseum needs to be name changed to match Blackrock extent from 2019
3018 Tinn	3027 Colo	3024		
3028 Coun	2029 Keou	3028	2	Edit to match 2019 extent
Hwy 395	Roads End	3056	2	Edited by Ashley to match 2019 submittal
			2	Needs to be extended to match 2019 submittal... any idea where the change came from?
4034 Lask	Roads End	4036		
			2	Needs to be extended to match 2019 submittal
4018 Whit	Roads End	4038		
Hwy 395	4042 Zucc	4058	2	Edited by Ashley to match 2019 submittal
5005 Furna	Hwy 127	5003	2	Edited by Ashley to match 2019 submittal
5005 Furna	Roads End	5008	2	Edited by Ashley to match 2019 submittal
5007 Old S	5007 Old S	5028	2	Edited by Ashley to match 2019 submittal
Hwy 395	Roads End	5039	2	Edited by Ashley to match 2019 submittal
5037 Valle	Roads End	5044	2	Edited by Ashley to match 2019 submittal
5029 Tron	Roads End	5048	2	Edited by Ashley to match 2019 submittal
			2	Needs to be extended to match 2019 submittal... Where are the small changes coming from?
5009 MES	(San Bernar	5049		
			2	Dawn Loop was included in 2019 MM list, need to make sure it is included in an Exhibit A doc removing it from MM.
5077 Encha	Roads End	5076	2	Edited by Ashley to match 2019 submittal
5204 Sierra	5205 Carta	5203	2	Edited by Ashley to match???
5201 Whit	Road End	5206	2	Edited by Ashley to match 2019 submittal
			2	Needs to be trimmed to match the 2019 submittal that changed the southern portion name to black rock springs
Hwy 395	Hwy 395	3027A		
3424 Rose	Hwy 395	3405A	2	Edited by Ashley to match 2019 submittal
			2	
5053 Fulton	Market St	5053A		
			2	Ness Street (RD5053 in 2019) was split into Fourth Street (RD5053A) and W. Fulton Street (new name for RD5053). I believe that the current mileage is correct on both segments. Need to find if name changes and mileage needs to be added to exhibit A still. See below.
5023 Reddy	5011 Olanc	5054A		



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Correct names are associated with the 2019 shape file but for some reason the former school street and ness street were included in the MM Log instead of the newly split roads. Still trying to figure out what needs to happen here but further GIS edits are not needed.

School Street (RD5054 in 2019) was split into Reddy Street (new name for RD5054) and NW Second Street (RD5054A). I think the summed mileage for the two segments is currently correct and matches the shape file data from 2019. I don't know why School and Ness show up in the MM Log certified in 2019 with 'corrected' mileages that don't seem to match.





















0.20 1077 W FULTON 5014 Zinc I 5053A Fourth St  
0.11 568 W REDDY 5014 Zinc I 5011 Olancha Darwin Rd

63.33

1005	2	1.19	6307 MILL CRE Hwy 395 Hwy 395
1009	13	9.47	50011 PINE CRE1009 Pine C Roads End
1013	3	1.89	9978 SAWMILL 1016 Ed P C Hwy 395 South
1048	7	8.40	44374 EUREKA \8039 Non C Willow Creek Road
1089	1	0.78	4117 HORTON C1010 Roun Roads End
1103	4	1.28	6776 STARLITE Hwy 168 Roads End
2015	6	1.96	10340 REDDING 2014 Easts Roads End
2017	17	31.32	165386 DEATH V/ Hwy 168 3017 Death Valley Rd
2018	24	6.61	34891 WARM SP 2014 Easts Roads End
2028	9	3.92	20706 COUNTY 13028 Coun 2029 Keoughs Hot Spr
2048	2	12.00	63375 EUREKA \8039 Non C Willow Creek Road
3017	16	32.01	169013 DEATH V/ Hwy 168 3017 Death Valley Rd

3024	3	1.97	10387 BLACK R(3018 Tinn( 3027 Coloseum Road
3028	5	4.26	22505 COUNTY I3028 Coun 2029 Keoughs Hot Spr
3056	2	2.21	11645 GOODALE Hwy 395 Roads End
4036	1	0.13	662 KELLOGG4034 Lasky Roads End
4038	2	2.39	12642 OLIVAS R 4018 White Roads End
4058	1	0.12	635 TEYA RD Hwy 395 4042 Zucco Roa
5003	3	7.31	38588 PETRO RE5005 Furn( Hwy 127
5008	1	2.04	10756 CHINA RA5005 Furn( Roads End
5028	1	0.23	1227 GENTRY I5007 Old S 5007 Old Spanish Trai
5039	1	1.08	5681 SYKES RC Hwy 395 Roads End
5044	6	1.85	9778 STOCKWE5037 Valle Roads End
5048	2	4.96	26213 HOMEWO 5029 Tron( Roads End
5049	1	1.04	5488 SMITH TA5009 MESC San Bernardino County
5057 Dawn Deleted		0.00	
5076	1	0.41	2189 LAKEVIEW5077 Encha Roads End
5203	1	0.05	248 OWENS S5204 Sierr( 5205 Cartago S
5206	1	0.17	921 MOJAVE S5201 Whitn Road End
3027A	3	3.15	16633 N COLOSF Hwy 395 Hwy 395
3405A	7	0.39	2067 E MARKE' 3424 Rose( Hwy 395
5053A	1	0.05	266 FOURTH S5053 Fultor Market St
5054A	1	0.06	293 NW SECOI5023 Reddy 5011 Olancha Darwin I

		0.00	
5053	1	0.20	1077 W FULTON 5014 Zinc I 5053A Fourth St
5054	2	0.11	568 W REDDY 5014 Zinc I 5011 Olancha Darwin I

























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ring Road

il Highway

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Rd

Rd

Road #	Mileage	Name	From Road	To Road
1001	2.28	ROCK CREEK RD	Mono County Li	Roads End
1001A	0.58	LAKE RD	1001 Rock Creek Rd	Road End
1002	0.61	BOUNDARY RD	1007 Old Sherwin Grade Road	1003 Round Valley Road
1003	4.90	N ROUND VALLEY RD	1010 South Rou	1002 Boundary Rd
1004	1.29	RANGER STATION RD	1003 Round Val	Roads End
1005	1.19	MILL CREEK RD	Hwy 395	Hwy 395
1006	1.28	BIRCHIM LN	1003 North Round Valley Road	Hwy 395 South
1007	3.65	OLD SHERWIN GRADE RD	1009 Pine Cree	Mono County - P
1008	1.76	VANADIUM RANCH RD	1009 Pine Cree	1003 Round Val
1009	9.47	PINE CREEK RD	1009 Pine Cree	Roads End
1010	4.80	S ROUND VALLEY RD	1003 Round Val	1013 Sawmill R
1011	1.77	ROUND VALLEY TUNGSTEN RD	1010 Round Val	Roads End
1012	0.21	GORGE RD	1007 Old Sherwin Grade Road	Hwy 395
1013	1.89	SAWMILL RD	1016 Ed Powers	Hwy 395 South
1014	2.71	TUNGSTEN CITY RD	1016 Ed Powers	Roads End
1015	0.39	ABELOR RD	1013 Sawmill Rd	Road End
1016	2.43	ED POWERS RD	Hwy 168	Hwy 395
1017	1.31	RED HILL RD	1016 Ed Powers	Hwy 168
1018	0.06	VALLEY WEST CIR	1023 Sunrise D	Roads End
1019	0.38	PLANT FIVE RD	2085 Bishop Cr	Roads End
1020	7.24	BUTTERMILK RD	Hwy 168	Roads End
1021	0.80	SAND CANYON RD	8012 Non Count	2085 Bishop Cr
1022	2.35	PLEASANT VALLEY DAM RD	Hwy 395	1038 Chalk Bluff Road
1023	0.49	SUNRISE DR	1033 Barlow La	Roads End
1024	0.51	OTEY RD	1017 Red Hill	Roads End
1025	1.04	MUMY LN	Hwy 168	1027 Reata Rd
1026	0.41	SHEPARD LN	Hwy 168	Roads End
1027	0.82	REATA RD	Hwy 168	1028 Underwood
1028	1.18	UNDERWOOD LN	1027 Reata Roa	1033 Barlow La
1029	0.37	MCLAREN LN	Hwy 168	1051 Mountian
1030	2.51	BROCKMAN LN	Hwy 168	1032 Dixon Lane
1031	2.01	RIVERSIDE RD	1030 Brockman	Hwy 6
1032	2.01	DIXON LN	1030 Brockman Lane	Hwy 6
1033	3.71	S BARLOW LN	1028 Underwood Ln	1106 Saniger Ln
1034	2.92	BIR RD	1033 Barlow Lane	Roads End
1035	1.09	SCHOBER LN	2034 Sunland D	1033 Barlow La
1036	1.86	FIVE BRIDGES RD	1037 Jean Blanc Road	Hwy 6
1037	4.64	JEAN BLANC RD	1038 Chalk Bluff Road	1036 Five Bridges Road
1038	5.88	CHALK BLUFF RD	1022 Pleasant Valley Dam Road	1037 Jean Blanc Road
1039	4.46	CASA DIABLO	1038 Chalk Bluff Rd	Mono County
1040	3.10	FISH SLOUGH RD	1037 Jean Blanc Road	Mono County Line
1041	1.01	NORTH INYO	Hwy 6	Road End
1042	1.44	RUDOLPH RD	Mono County	Roads End
1043	1.28	JOE SMITH RD	1044 Silver Canyon Road	1037 Jean Blanc Road
1044	11.54	SILVER CANYON RD	1045 Laws Pole	Hwy 6
1045	1.72	LAWS POLETA RD	1044 Silver Canyon Road	2045 Poleta Laws Road
1046	17.64	WYMAN CREEK RD	HWY 168	1083 WHITE MOUNTAIN RD
1047	1.23	OASIS RD	Hwy 168	8039 Non Count
1048	8.40	EUREKA VALLEY RD	8039 Non County Road	Willow Creek Road
1049	0.20	PLANT SIX RD	Hwy 168	Roads End
1050	0.46	HIGHLAND DR	1033 Barlow Lane	Roads End
1051	0.16	S MOUNTAIN VIEW RD	1029 McLaren L	1052 Ranch Roa
1052	0.46	RANCH RD	1053 Mt. Tom R	1055 Mt. View
1053	0.39	MOUNT TOM RD	1052 RANCH RD	ROAD END
1054	0.23	VISTA RD	1052 Ranch Roa	Roads End
1055	0.17	N MOUNTAIN VIEW RD	1052 RANCH ROAD	ROAD END
1056	0.46	SUNSET RD	1033 Barlow La	Roads End
1058	1.53	CHURCHILL MINE RD	1037 Jean Blanc Road	Roads End
1059	1.00	SEE VEE LN	Hwy 168	Hwy 395
1060	1.00	TU SU LN	Hwy 168	Hwy 395

1061	1.50	S PA HA LN	Hwy 395	Road End
1062	1.01	DIAZ LN	1030 Brockman Lane	1059 See Vee Lane
1063	0.50	PA ME LN	HWY 168	1078 INDIAN CREEK DR
1064	1.29	FLYNN RD	1045 Laws Poleta Road	Roads End
1065	0.53	STEWART RD	1064 FLYNN RD	Roads End
1066	3.90	COYOTE VALLEY RD	1028 Underwood Lane	Roads End
1067	0.25	MEADOW LN	Hwy 168	1071 Pinion Ro
1068	0.44	MESQUITE RD	1072 Laurel Ro	"1069 Birch St,"
1069	0.12	E BIRCH ST	1082 GRANDVIEW RD	1063 PA ME LN
1069A	0.09	W BIRCH ST	ROAD END	ROAD END
1070	0.07	E CEDAR ST	1082 GRANDVIEW RD	1068 MESQUITE RD
1070A	0.06	W CEDAR ST	1067 MEADOW LN	1079 TUMBLEWEED RD
1071	0.09	PINON RD	1070 Cedar St	Road End
1072	0.11	LAUREL RD	1071 Pinion Road	1082 Grandview Drive
1073	0.06	RANCH VIEW LN	1052 Ranch Roa	Roads End
1074	0.50	LONGVIEW DR	1033 Barlow Lane	Roads End
1075	0.30	WATTERSON RD	1027 Reata Roa	Roads End
1076	0.47	SIERRA VISTA WAY	1033 Barlow La	Roads End
1077	0.86	ROCKING K RD	1016 Ed Powers	Roads End
1078	0.32	INDIAN CREEK DR	1063 Pa Me Lane	Roads End
1079	0.12	N TUMBLEWEED RD	Roads End	1070 Cedar Str
1079A	0.25	S TUMBLEWEED RD	1078 Indian Cr	Roads End
1080	0.24	MORNINGSIDE DR	1063 Pa Me Lan	Roads End
1081	0.29	WILDROSE LN	1068 MESQUITE RD	1069 BIRCH ST
1082	0.40	GRANDVIEW DR	1068 Mesquite	Hwy 168
1083	8.70	WHITE MOUNTAIN RD	2083 White Mou	Mono County
1084	0.33	LAZY A DR	Hwy 395	1086 Bar M Lane
1085	0.27	IRENE WAY	1057 Irene Street	1116 Carol Lane
1086	0.16	BAR M LN	1091 Rocking W Drive	Roads End
1087	0.15	BAR L LN	1091 Rocking W Drive	Roads End
1088	0.41	GLENBROOK WAY	1033 Barlow Lane	1090 Orinda Drive
1089	0.78	HORTON CREEK RD	1010 Round Valley Road	Roads End
1090	0.13	ORINDA DR	1028 Underwood	1076 Sierra Vi
1091	0.50	ROCKING W DR	1087 Bar L. La	Roads End
1092	0.68	ARBOLES DR	Roads End	Roads End
1093	0.24	REINA RD	Roads End	Roads End
1094	0.08	VISTA VERDE RD	1098 Mesa Vist	Roads End
1095	0.06	ALISO CIR	1092 Arboles Drive	Roads End
1096	0.11	MAJORCA CIR	1092 Arboles Drive	Roads End
1097	0.16	AVENIDA DEL MONTE	1098 Mesa Vista Drive	1092 Arboles Drive
1098	0.43	MESA VISTA DR	Hwy 395	1092 Arboles D
1099	0.45	HOUSTON DR	1092 Arboles Drive	Roads End
1100	0.23	BROOKSIDE DR	1029 McLaren Lane	Roads End
1101	0.04	MAJESTIC WAY	1052 Ranch Road	Roads End
1102	0.06	LURING LN	1052 Ranch Road	Roads End
1103	1.28	STARLITE DR	Hwy 168	Roads End
1104	0.22	RUNNING IRON RD	1077 Rocking K	1077 Rocking K
1105	0.04	AURORA CIR	1104 Running Iron Road	Roads End
1106	0.62	SANIGER LN	1032 Dixon Lan	1107 Juniper S
1107	0.21	JUNIPER DR	1106 SANIGER LN	1108 VALLEY VIEW DR
1108	0.45	VALLEY VIEW DR	1032 Dixon Lan	Roads End
1109	0.28	WEST ST	1106 Saniger L	Roads End
1110	0.34	POLARIS CIR	1103 Starlite	Roads End
1110A	0.07	POLARIS CIR	1103 Starlite	Roads End
1111	0.10	ALTAIR CIR	1103 Starlite Drive	Roads End
1112	0.33	APOLLO CIR	1103 Starlite Drive	Roads End
1113	0.21	LAWS FRONTAGE RD	1044 Silver Canyon Road	Unnamed Road
1114	0.25	HARDY RD	1003 Round Valley Road	Roads End
1115	0.21	ARCTURIS CIR	Roads End	1103 Starlite Drive
1116	0.33	CAROL LN	Roads End	Roads End
1117	0.19	AUDREY LN	Roads End	Roads End

1118	0.08	SARAH VIEW	1076 Sierra Vi	1117 Audrey La
1119	0.03	CHEROKEE CIR	1121 Sioux Lane	Roads End
1120	0.31	CHOCTAW LN	1120 SIOUX LN	1108 VALLEY VIEW DR
1121	0.09	SIOUX LN	1120 Choctaw	Roads End
1122	0.06	WILSON CIR	ROAD END	1108 VALLEY VIEW DR
1123	0.05	FAIRVIEW CIR	1075 Watterson Road	Roads End
1124	0.35	BEAR CREEK DR	1108 Valley View Drive	Roads End
1125	0.03	SILVER CREEK DR	1124 Bear Cree	Roads End
1126	0.06	HUNTER WAY	1109 West Street	Roads End
1127	0.52	SHOSHONE DR	Roads End	Roads End
1128	0.06	PAIUTE CIR	Roads End	Roads End
1129	0.04	ARAPAHOE CIR	1120 Choctaw Lane	Roads End
1130	0.04	WASHOE CIR	1120 Chotaw La	Roads End
1131	0.52	SUNSET DR	1033 Barlow La	Roads End
1132	0.09	SUMMER HAZE CIR	Roads End	Roads End
1133	0.03	LEISURE CIR	1132 Summer Haze Circle	Roads End
1134	0.07	AUTUMN LEAVES CIR	Roads End	Roads End
1135	0.06	SNOW CIR	1131 Sunset Dr	Roads End
1136	0.07	SUNDOWN CIR	1131 Sunset Dr	Roads End
1137	0.07	STONE CIR	1108 Valley Vi	Roads End
1138	0.18	APACHE DR	1106 Saniger Lane	Roads End
1139	0.27	CHEYENNE DR	1127 Shoshone Drive	1127 Shoshone
1140	0.09	NAVAJO CIR	1106 Saniger L	Roads End
1141	0.06	GRAZIDE CIR	1108 Valley View Drive	Roads End
1142	0.05	HOPI CIR	1106 Saniger Lane	Roads End
1143	0.11	KIOWA CIR	1127 Shoshone Drive	Roads End
1144	0.03	ZUNI CIR	1127 SHOSHONE DR	ROAD END
1145	0.07	HOBBS CIR	1108 Valley View Drive	Roads End
2011	0.56	SULFUR RD	2017 Death Val	Roads End
2012	1.19	DEEP SPRINGS RANCH RD	Hwy 168	Roads End
2013	4.20	POLETA RD	Bishop City Lin	2014 Eastside Road
2014	2.19	EASTSIDE RD	2013 Poleta Road	2018 Warm Springs Road
2015	1.96	REDDING CANYON RD	2014 Eastside	Roads End
2016	5.65	BLACK CANYON RD	2014 Eastside Road	Nat'l Forest Boundary
2017	31.32	DEATH VALLEY RD	Hwy 168	3017 Death Valley Rd
2018	6.61	WARM SPRINGS RD	2014 Eastside	Roads End
2019	4.11	COLLINS RD	2020 Gerkin Road	Roads End
2020	3.60	GERKIN RD	2019 Collins Road	Roads End
2021	0.15	OWENS RD	Roads End	2020 Gerkin Ro
2022	7.07	SOUTH LAKE RD	Hwy 168	Roads End
2023	0.29	COLUMBINE DR	Hwy 168	Roads End
2024	0.43	LAKE RD	2025 North Lake Rd	Roads End
2025	2.00	NORTH LAKE RD	Hwy 168	Roads End
2026	0.77	SABRINA RD	HWY 168	ROAD END
2027	0.09	NORTH ST	Roads End	2020 Gerkin Ro
2028	3.92	COUNTY RD	3028 County Road	2029 Keoughs Hot Spring Road
2029	0.91	KEOUGH HOT SPRINGS	Hwy 395	Roads End
2030	1.13	WYE RD		
2031	1.69	SUNLAND INDIAN RESERVATION RD	HWY 395	1035 SCHOBBER LN
2034	3.67	SUNLAND DR	Hwy 168	Hwy 395
2035	0.52	SCHOBBER LN	2034 Sunland D	1033 Barlow La
2039	0.81	COTTONWOOD LN	2020 Gerkin Road	Roads End
2040	0.16	CHERRY TREE CIR	2039 Cottonwood Lane	Roads End
2041	0.05	VISTA CIR	2040 Cherry Trail	Road End
2042	0.13	JEFFERY CIR	COTTONWOOD LN	ROAD END
2043	0.27	MANDICH ST	2034 Sunland Drive	Bishop
2044	0.08	W JAY ST	HWY 395	Road End
2045	1.16	POLETA LAWS RD	1044 Silver Canyon Road	2045 Poleta Laws Road
2047	6.14	WILLOW CREEK RD	Eureka Valley Road	
2048	12.00	EUREKA VALLEY RD	8039 Non County Road	Willow Creek Road
2049	9.35	S EUREKA RD	Death Valley Road	Roads End

2050	0.25	VAN LOON LN	2013 Poleta Ro	Roads End
2053	0.75	AIRPORT RD	2013 Poleta Road	Roads End
2054	0.25	RAWSON CREEK RD	2020 Gerkin Ro	2059 Sierra La
2055	0.12	FOOTHILL DR	2020 Gerkin Road	Roads End
2056	0.02	TRAIL CIR	2055 Foothill	Roads End
2057	0.24	PANORAMA DR	2020 Gerkin Road	Roads End
2058	0.47	SIERRA GRANDE	2020 Gerkin Ro	Roads End
2059	0.24	SIERRA LADERA ST	2054 Rawson Cr	Roads End
2060	0.21	SIERRA BONITA ST	2020 Gerkin Ro	2059 Sierra La
2062	0.03	AGAPE CIR	2019 Collins Road	Roads End
2081	0.27	ALPINE DR	Hwy 168	Roads End
2083	8.51	WHITE MOUNTAIN RD	2083 White Mou	Mono County
2084	0.25	BISHOP GOLF COURSE RD	HWY 395	ROAD END
2085	2.71	E BISHOP CREEK RD	Hwy 168	Roads End
2085A	0.46	W BISHOP CREEK RD	Hwy 168	Roads End
2086	0.10	WHITE PINE RD	2088 Cataract	Roads End
2087	0.09	IRIS DR	2090 Cardinal Road	Roads End
2088	0.72	CATARACT RD	Hwy 168	2023 Columbine Drive
2089	0.16	SAGE DR	HWY 168	2081 ALPINE RD
2090	0.48	CARDINAL RD	Hwy 168	2023 Columbine Drive
2091	0.07	BROOK LN	2086 White Pine Road	Roads End
2092	0.24	MIDDLE FORK RD	2025 North Lake Rd	2026 Sabrina Rd
2093	0.24	RESERVOIR RD	Hwy 168	Roads End
2094	1.04	BIG TREES RD	Hwy 168	Roads End
2095	0.09	HABEGGER LN	2022 South Lake Road	2096 Canyon Road
2096	0.23	CANYON DR	2095 Habegger Lane	Roads End
2097	0.08	MOUNT TOM VIEW DR	2096 Canyon Ro	Roads End
2098	0.06	SIERRA SUMMIT	Hwy 168	Roads End
2099	0.11	SUMAC RD	2081 Alpine Dr	Roads End
2100	0.10	MANZANITA RD	2081 Alpine Drive	Roads End
2101	0.10	BARRETT CIR	2039 Cottonwood Lane	Roads End
3001	1.58	SUGARLOAF RD	3002 Glacier Lodge Rd	Roads End
3002	9.95	GLACIER LODGE RD	3212 West Street	Roads End
3003	1.04	REYNOLDS RD	3028 County Ro	Hwy 395
3004	0.99	BAKER CREEK RD	Hwy 395	Roads End
3005	0.39	CONE RD	3002 Glacier Lodge Road	Roads End
3006	7.44	MCMURRAY MEADOWS RD	Glacier Lodge Rd	Non County Road
3007	0.37	ARC RD	3001 Sugar Loaf Road	Roads End
3008	0.50	BIG PINE REPEATER RD	2017 Death Valley Rd	Roads End
3009	1.94	BARTELL RD	Hwy 395	Roads End
3010	0.47	LOWER GLACIER RD	3006 McMurray Meadows Road	Roads End
3011	1.03	NEWMAN ST	Hwy 395	3009 Bartell R
3012	1.39	STEWART LN	Hwy 395	Roads End
3013	27.63	WAUCOBA SALINE RD	Nat'l Forest Bo	4013 Saline Va
3014	0.34	STEWART RANCH RD	Roads End	3017A Death Va
3015	0.48	BIG PINE DUMP RD	Hwy 395	Roads End
3016	0.24	GREGG RD	3015 Big Pine Dump Road	Roads End
3017	32.01	DEATH VALLEY RD	Hwy 168	3017 Death Valley Rd
3018	13.29	TINNEMAHA RD	Roads End	3035 Fish Spri
3019	0.79	BIRCH CREEK RD	3018 Tinnemaha Road	Roads End
3020	1.77	FULLER RD	3018 Tinnemaha Road	Roads End
3021	0.22	E ELNA RD	Hwy 395	Roads End
3022	4.45	TABOOSE CREEK RD	3018 Tinnemaha	Nat'l Forest Bo
3023	2.63	ABERDEEN STATION RD	3018 Tinnemaha	ROAD END
3024	1.97	BLACK ROCK SPRINGS RD	3018 Tinnemaha Road	3027 Coliseum Road
3025	3.52	DIVISION CREEK RD	3018 Tinnemaha Road	Nat'l Forest Boundary
3026	1.07	UPPER DIVISION CREEK RD	3025 Division	Road End
3027	3.13	COLOSEUM RD	Hwy 395	3027A N Coliseum Road
3027A	3.15	N COLOSEUM RD	Hwy 395	Hwy 395
3028	4.26	COUNTY RD	Hwy 395	2028 Keoughs Hot Spring Road
3029	2.60	FORT INDEPENDENCE RD	Hwy 395	Hwy 395

3030	1.22	FISH HATCHERY RD	Hwy 395	3031 Oak Creek Road
3031	4.45	N OAK CREEK RD	3030 Fish Hatc	Roads End
3032	1.41	S OAK CREEK RD	3030 Fish Hatc	Roads End
3033	0.39	SARAH ST	3407 Payne Str	3406 Kearsarge
3034	0.17	BELL ACCESS RD	3036 Shabbell Lane	3030 Fish Hatchery Road
3035	3.06	FISH SPRINGS RD	Hwy 395	Hwy 395
3036	1.29	SCHABBELL LN	HWY 395	3029 FORT INDEPENDENCE
3037	0.33	SUSAN ST	3405 Market St	Roads End
3038	0.50	MARY ST	3409 PARK ST	3409 PARK ST
3039	0.48	LILY ST	INYO ST	PARK ST
3040	0.50	DALE ST	3408 Pavillion Street	3401 Inyo Steet
3041	0.14	N JEWEL ALY	3401 Inyo Street	Roads End
3042	0.16	CAROLYN ST	3411 Sierra Street	3405 Market Street
3045	13.63	MAZOURKA CANYON RD	Hwy 395	Nat'l Forest Bo
3046	0.80	DUMP RD	Hwy 395	Roads End
3047	12.78	ONION VALLEY RD	3405 West Mark	Nat'l Forest Bo
3048	0.98	CRATER ST	3050 Baker Ln	3051 Butcher Ln
3049	0.49	PIPER ST	3050 BAKER LN	3009 BARTELL RD
3050	0.17	BAKER LN	3048 Crater Street	3049 Piper Street
3051	0.26	BUTCHER LN	Hwy 395	3011 Newman Street
3052	0.34	SEVEN PINES RD	3047 Onion Val	Roads End
3053	0.50	GRIFFITH RD	3035 Fish Springs Road	3018 Tinnemaha Road
3054	0.35	TERRACE DR	3003 Reynolds	3003 Reynolds
3055	2.78	FOOTHILL RD	3047 Onion Valley Road	Roads End
3056	2.21	GOODALE RD	Hwy 395	Roads End
3057	0.23	PINE RD	3003 Reynolds Road	3061 Elm Crest
3058	0.17	JUNIPER RD	3003 Reynolds Road	3059 Mountain Road
3059	0.23	MOUNTAIN RD	3057 Pine Rd	3060 Meadow Lark Rd
3060	0.05	MEADOWLARK RD	3059 Mountian	3061 Elmcrest
3061	0.32	ELMCREST DR	Roads End	Roads End
3063	0.22	CARMELEA LN	Roads End	3070 Olivia Lane
3064	0.14	MARIANNE WAY	3063 Carmelea Lane	3070 Olivia Lane
3065	0.06	JULIE ANN LN	3003 Reynolds Road	3064 Marianne Way
3066	0.09	BETTY LOU LN	3065 Julie Ann Ln	Road End
3067	0.04	MICHELLE CIR	3066 Betty Lou	Roads End
3068	0.15	MYRTLE LN	3003 Reynolds	3070 Olivia Ro
3069	0.06	KRISTINE CIR	3068 Myrtle Lane	Roads End
3070	0.34	OLIVIA LN	3028 County Ro	Hwy 395
3071	0.03	TAMMY LN	3063 Carmela La	Roads End
3072	0.04	TAWNYA CIR	3070 OLIVIA LANE	ROAD END
3201	0.07	POPLAR AVE	Hwy 395	Roads End
3202	0.10	CENTER ST	3216 Washington Street	3215 Pine Street
3203	0.15	LOCUST ST	3216 WASHINGTON ST	HWY 395
3204	0.10	HOME ST	3215 Pine Street	3216 Washington Street
3205	0.09	NANCY LN	3212 West Stre	Roads End
3206	0.50	W CROCKER AVE	Hwy 395	3212 West Street
3206A	0.05	E CROCKER AVE	Hwy 395	3215 Pine
3207	0.32	CORNELL ST	3213 School Street	Roads End
3208	0.25	DEWEY ST	3213 School Street	Roads End
3209	0.25	CHESTNUT ST	Hwy 395	3213 School Street
3210	0.25	WALNUT ST	3213 West Stre	Hwy 395
3211	0.25	BLAKE ST	Hwy 395	3213 School Street
3212	0.46	WEST ST		
3213	1.00	S SCHOOL ST	3211 Blake Rd	3028 County Road
3214	0.10	HALL ST	3209 Chestnut Street	3208 Dewey Street
3215	0.39	PINE ST	3201 POPLAR ST	HWY 395
3216	0.12	WASHINGTON ST	3204 Home Stre	3202 Center St
3217	0.04	SARA LN	3209 Chestnut	Roads End
3401	0.22	E INYO ST	Hwy 395	Roads End
3401A	0.03	W INYO ST	3405 Market St	ROAD END
3402	0.22	E WALL ST	Hwy 395	3423 Crockett



3402A	0.07	W WALL ST	3416 Washingto	Hwy 395
3403	0.15	E MAIN ST	Hwy 395	3421 Clay Street
3403A	0.22	W MAIN ST	3412 Grant Street	Hwy 395
3404	0.14	E CENTER ST	3421 Clay Street	Hwy 395
3404A	0.22	W CENTER ST	Hwy 395	3412 Grant Street
3405	0.22	W MARKET ST	Hwy 395	3047 Onion Valley Road
3405A	0.39	E MARKET ST	3424 Rosedale	Hwy 395
3406	0.14	E KEARSARGE ST	3421 Clay Street	Hwy 395
3406A	0.18	W KEARSARGE ST	Hwy 395	Roads End
3407	0.14	E PAYNE ST	3421 Clay Stre	Hwy 395
3407A	0.22	W PAYNE ST	Hwy 395	Roads End
3408	0.31	E PAVILION ST	3424 Rosedale	Hwy 395
3408A	0.18	W PAVILION ST	Hwy 395	3414 Webster Street
3409	0.15	E PARK ST	3419 Jackson Street	Hwy 395
3409A	0.18	W PARK ST	Hwy 395	3416 Washington Street
3410	0.08	W CITRUS ST	HWY 395	3416 WASHINGTON ST
3411	0.07	E SIERRA ST	3424 ROSEDALE ST	3426 VALLEY VIEW DR
3412	0.14	N GRANT ST	3402 Wall Street	3403 Main Street
3414	0.18	N WEBSTER ST	3405 Market St	Roads End
3414A	0.34	S WEBSTER ST	3408 Pavilion	3405 Market St
3416	0.21	N WASHINGTON ST	3405 Market St	3401 Inyo Stre
3416A	0.37	S WASHINGTON ST	3410 Citrus St	3405 Market St
3419	0.29	N JACKSON ST	3401 Inyo Street	3405 Market Street
3419A	0.29	S JACKSON ST	3405 Market Street	3409 Park Street
3421	0.29	N CLAY ST	3401 Inyo Street	3405 Market Street
3421A	0.47	S CLAY ST	3405 Market Street	Roads End
3423	0.05	N CROCKETT ST	3402 WALL ST	ROAD END
3424	0.24	S ROSEDALE DR	3408 PAVILLION ST	3405 MARKET ST
3426	0.25	S VALLEY VIEW DR	3405 MARKET ST	Roads End
4001	5.49	MANZANAR REWARD RD	Hwy 395	Roads End
4003	13.89	OWENYO LONE PINE RD	4001 Manzanar	4010 Dolomite
4004	4.06	MOFFAT RANCH RD	Hwy 395	Roads End
4005	1.11	PANGBORN LN	Hwy 395	Hwy 395
4006	3.38	LONE PINE NARROW GAUGE RD	HWY 395	4003 OWENYO-LONE PINE RD
4006A	0.21	LONE PINE NARROW GAUGE RD	4006 LONE PINE NARROW GAUGE RD	
4006B	0.20	LONE PINE NARROW GAUGE RD	4006 LONE PINE NARROW GAUGE RD	4003 OWENYO-LONE PINE RD
4009	16.17	WHITE MOUNTAIN TALC RD	4013 Saline Valley Road	Roads End
4010	4.53	DOLOMITE LOOP RD	Hwy 136	Hwy 136
4011	0.26	COTTONWOOD POWERHOUSE RD	Hwy 395	Roads End
4012	7.03	UBEHEBE RD	Nat'l Park Boun	4013 Saline Va
4013	48.69	SALINE VALLEY RD	3013 Waucoba S	5013 Saline Va
4014	0.13	CAMPGROUND RD	4015 Putnam Road	4018 Whitney Portal Road
4015	0.93	PUTNAM RD	4018 Whitney Portal Road	Road End
4016	0.18	BUDKE RD	4015 Putnam Road	Road End
4017	18.96	HORSESHOE MEADOWS RD	4018 Whitney Portal Road	Roads End
4018	11.83	WHITNEY PORTAL RD	Hwy 395	Roads End
4019	5.45	TUTTLE CREEK RD	4018 Whitney P	4023 Lubken Ca
4020	2.87	GRANITE VIEW DR	4017 Horseshoe Meadows Road	Roads End
4021	1.47	SUB STATION RD	4425 Line Stre	Roads End
4022	1.83	INDIAN SPRINGS DR	4019 Tuttle Creek Road	4048 Dominy Road
4023	3.36	LUBKEN CANYON RD	Hwy 395	4017 Horshoe M
4024	0.93	CARROLL CREEK RD	Hwy 395	Roads End
4025	4.25	COTTONWOOD RD	Hwy 395	Roads End
4026	6.77	HOGBACK RD	4037 Movie Road	4004 Moffatt Ranch Road
4027	7.81	CERRO GORDO RD	8054 Non County Road	Hwy 136
4029	4.90	SANTA ROSA RD	5013 Saline Va	Roads End
4031	0.54	OLANCHA-DUMP RD	4206 OLD STATE HWY	ROAD END
4032	0.19	BARTLETT RD	Hwy 395	Roads End
4033	0.51	LONE PINE GOLF COURSE RD	Hwy 395	Roads End
4034	0.26	LASKY LN	4005 Pangborn Lane	Roads End
4035	0.12	PANGBORN ST	4034 LASKY LN	ROAD END

4036	0.13	KELLOGG ST	4034 Lasky Lane	Roads End
4037	5.73	MOVIE RD	4018 Whitney P	4026 Hogback R
4038	2.39	OLIVAS RANCH RD	4018 Whitney P	Roads End
4039	0.78	MAGAZINE RD	TUTTLE CREEK RD	UNNAMED RD
4041	0.50	GOODWIN RD	4021 Sub Station Road	Roads End
4042	0.50	ZUCCO RD	4058 TEYA RD	4021 SUB STATION RD
4043	0.56	BURKHARDT RD	Hwy 395	Roads End
4044	0.93	THUNDERCLOUD LN	4019 Tuttle Cr	4045 Shahar Av
4045	0.58	SHAHAR AVE	Roads End	Roads End
4046	0.95	SUNSET DR	4044 Thundercloud Ln	4017 Horseshoe Meadows Rd
4047	7.07	HUNTER MOUNTAIN RD	4013 Saline Valley Road	Roads End
4048	0.12	DOMINY RD	4022 Indian Springs Drive	Roads End
4049	0.75	ALABAMA DR	4019 Tuttle Creek Road	4050 McDonald Road
4050	0.35	MCDONALD RD	4045 Shahar Av	4022 Indian Sp
4051	0.10	A ST	4404 Willow St	4018 Whitney Portal Rd
4052	0.27	B ST	4403 Locust St	Roads End
4053	0.11	C ST	4409 Post Stre	4403 Locust St
4054	0.06	D ST	4404 WILLOW ST	4403 LOCUST ST
4055	0.12	E ST	4411 Muir Stre	4422 Hay Stree
4056	0.24	F ST	4411 Muir Stre	4407 Mountian
4057	0.05	MCELROY LN	4405 Bush Stre	4404 Willow St
4058	0.12	TEYA RD	Hwy 395	4042 Zucco Roa
4060	0.16	WHITNEY VISTA DR	4018 Whitney Portal Rd	4061 Mt Langley Lane
4061	0.39	MT LANGLEY LN	4060 Whitney Vista Dr	4063 Valley View Dr
4062	0.25	HUNTER RD	4022 Indian Springs Rd	Road End
4063	0.17	VALLEY VIEW DR	4018 Whitney Portal Rd	4061 Mt Langley Ln
4201	0.03	LINCOLN ST	4206 Old State Highway	4205 Yerington Avenue
4202	0.06	FRANKLIN ST	4206 Old State Highway	4205 Yerington Avenue
4203	0.26	MALONE ST	Hwy 136	4209 Maud Street
4204	0.24	CERRO GORDO ST	4209 Maud Street	Hwy 136
4205	0.28	YERINGTON AVE	4201 LINCOLN ST	4204 CERRO GORDO
4206	0.55	OLD STATE HWY	4031 Olancha D	Hwy 136
4207	0.24	RAILROAD AVE	4204 Cerro Gor	4206 Old State
4208	0.19	LAWS AVE	4204 Cerro Gordo Street	Roads End
4209	0.11	MAUD ST	4203 MALONE ST	4204 CERRO GORDO
4401	0.07	BEGOLE ST	4419 Jackson Street	Hwy 395
4403	0.05	STATHAM WAY	4416 Washingto	4414 Brewery S
4403A	0.06	W LOCUST ST	Hwy 395	4416 Washingto
4403B	0.40	E LOCUST ST	4424 Lakeview	Hwy 395
4404	0.16	E WILLOW ST	HWY 395	LONE PINE AVE
4404A	0.08	W WILLOW ST	HWY 395	STREET A
4405	0.46	W BUSH ST	4428 Fairbanks Street	Hwy 395
4405A	0.09	E BUSH ST	Hwy 395	Roads End
4407	0.33	E MOUNTAIN VIEW ST	4414 Brewery S	Hwy 395
4407A	0.11	W MOUNTAIN VIEW ST	Hwy 395	4414 Brewery S
4408	0.10	E WHITNEY PORTAL RD	4421 LONE PINE RD	HWY 395
4409	0.36	E POST ST	4425 Line Stre	Hwy 395
4409A	0.11	W POST ST	Hwy 395	4414 Brewery S
4410A	0.08	E SOUTH ST	4424 S Lake View Rd	4425 Line St
4411	0.32	MUIR ST	4055 Street E	"4056 Street F,0.000"
4412	0.08	SCHOOL ST	4424 Lake View Ave	4425 Line St
4413	0.28	E INYO ST	Hwy 395	4425 Line St
4413A	0.03	W INYO ST	Hwy 395	Non County Road
4414	0.20	S BREWERY ST	Roads End	4407 West Mountain View Street
4414A	0.16	N BREWERY ST	4407 West Mountain View Street	4403 Statham Way
4416	0.16	N WASHINGTON ST	4407 Mountain View St	4403 Statham Way
4416A	0.21	S WASHINGTON ST	4407 Mountain View St	4430 Gene Autry Ln
4419	0.20	N JACKSON ST	4401 Begole St	4407 Mountain View St
4419A	0.05	S JACKSON ST	4408 E Whitney Portal Rd	4407 W Mountain View St
4421	0.16	N LONE PINE AVE	4403 Statham Way	4407 Mountian
4421A	0.24	S LONE PINE AVE	4407 Mountain View Street	4411 Muir Street

4422	0.16	N HAY ST	4403 Statham Way	4407 Mountain View Street
4422A	0.24	S HAY ST	4407 Mountain View Street	4411 Muir Stre
4423	0.24	S MOUNT WHITNEY DR	4411 MUIR ST	4407 MOUNTAIN VIEW ST
4423A	0.25	N MT WHITNEY DR	4407 MOUNTAIN VIEW ST	ROAD END
4424	0.33	S LAKE VIEW AVE	4407 MOUNTAIN VIEW ST	4413 INYO ST
4424A	0.16	N LAKE VIEW AVE	4407 MOUNTAIN VIEW ST	4403 STATHAM WAY
4425	0.19	LINE ST	4413 Inyo Street	4409 Post Street
4426	0.34	ROY ROGERS RD	4414 Brewery S	4018 Whitney P
4427	0.26	E LUBKEN AVE	HWY 395	ROAD END
4428	0.10	FAIRBANKS ST	4405 Bush Street	4018 Whitney Portal Road
4429	0.11	TIM HOLT ST	4414 Brewery S	Hwy 395
4430	0.08	GENE AUTRY LN	Hwy 395	Roads End
5001	1.80	CLAY RD	Nevada State Line	Roads End
5002	5.17	STATE LINE RD	Hwy 127	Nevada State Li
5003	7.31	PETRO RD	5005 Furnace C	Hwy 127
5005	36.70	FURNACE CREEK WASH RD	Hwy 127	5050 Western Talc Road
5005A	12.32	FURNACE CREEK RD	Hwy 127	5050 Western Talc Road
5006	2.53	TECOPA HOT SPRINGS RD	5005 Furnace C	5007 Old Spani
5007	30.17	OLD SPANISH TRAIL HWY	Hwy 127	Nevada State Li
5008	2.04	CHINA RANCH RD	5005 Furnace Creek Road	Roads End
5009	20.81	MESQUITE VALLEY RD	5050 Western T	Nevada State Li
5010	6.19	LOST SECTION RD	5005 FURNACE CREEK RD	ROAD END
5011	5.48	OLANCHA-DARWIN RD	Hwy 190	5074 Market St
5012	2.80	TALC CITY RD	Hwy 190	Roads End
5013	5.75	SALINE VALLEY RD	HWY 190	4013 Saline Valley Rd
5013A	4.75	SALINE VALLEY ALT	HWY 190	5013 Saline Va
5014	4.11	ZINC HILL RD	5015 Ophir Road	Road End
5015	7.85	OPHIR RD	5075 Second Av	5016 Old Toll
5016	8.66	OLD TOLL RD	5015 Ophir Road	Hwy 190
5017	23.92	NADEAU RD	Hwy 190	5029 Trona-Wil
5018	13.92	PANAMINT VALLEY RD	5029 Trona-Wil	Hwy 190
5019	3.60	MINIETTA RD	5018 Panamint	5017 Nadeau Ro
5020	0.87	W FALL RD		
5021	1.07	SHOP ST	Hwy 395	Roads End
5022	4.25	WALKER CREEK RD	Hwy 395	Roads End
5023	0.40	SCHOOL RD	Hwy 395	Roads End
5024	10.15	CACTUS FLATS RD	Hwy 395	Roads End
5025	5.46	SAGE FLATS DR	Hwy 395	Roads End
5026	1.57	ASH CREEK RD	HWY 395	ROAD END
5027	2.61	HAIWEE CANYON RD	Hwy 395	Roads End
5028	0.23	GENTRY RD	5007 Old Spanish Trail Highway	5007 Old Spanish Trail Highway
5029	34.13	TRONA WILDROSE RD	SBD County	8070 Non Count
5030	0.42	PADRE POINT RD	Hwy 190	Roads End
5031	0.53	LITTLE LAKE RD	Hwy 395	Hwy 395
5032	4.90	SLATE RANGE RD	5017 Nadeu Roa	5018 Panamint
5033	4.46	SURPRISE CANYON RD	5035 Wingate R	Roads End
5034	3.64	BALLARAT RD	5029 Trona-Wildrose Road	5035 Wingate Road
5035	20.06	WINGATE RD	SAN BERNARDINO	5034 Ballarat Rd
5035A	11.87	INDIAN RANCH RD	5034 Ballarat Road	5029 Trona-Wildrose Road
5036	9.11	COYOTE CANYON RD	8093 Non County Road	5035 Wingate Road
5037	0.41	VALLEY WELLS RD	5029 Trona-Wil	5044 Stockwell
5038	5.48	GILLS STATION COSO RD	5039 Sykes Road	Roads End
5039	1.08	SYKES RD	Hwy 395	Roads End
5040	9.84	NINE MILE CANYON RD	Hwy 395	Tulare County L
5041	0.58	DOWNEY RD	5006 Tecop Hot Springs Road	8080 Non County Road
5043	0.77	CINDER RD	Hwy 395	Roads End
5044	1.85	STOCKWELL MINE RD	5037 Valley We	Roads End
5045	0.80	TRONA AIRPORT RD	5029 Trona-Wil	Roads End
5046	0.19	ANDERSON WAY	5041 Downey Road	Roads End
5048	4.96	HOMEWOOD CANYON RD	5029 Trona-Wildrose Road	Roads End
5049	1.04	SMITH TALC RD	5009 MESQUITE	San Bernardino County

5050	1.11	WESTERN TALC RD	5005 Furnace C	San Bernardino
5051	13.95	MESQUITE VALLEY RD	5050 Western T	Nevada State Li
5052	0.61	OLD STATE HWY	Hwy 127	Hwy 127
5053	0.20	W FULTON ST	5014 Zinc Hill Rd	5053A Fourth St
5053A	0.05	FOURTH ST	5053 Fulton St	Market St
5054	0.11	W REDDY ST	5014 Zinc Hill Rd	5011 Olancha Darwin Rd
5054A	0.06	NW SECOND AVE	5023 Reddy Rd	5011 Olancha Darwin Rd
5055	1.01	TALC CITY CUTOFF	5012 Talc City	Hwy 190
5056	0.63	QUARRY RD	5029 Trona-Wil	Roads End
5058	0.90	NOONDAY ST	5006 Tecopa Ho	5006 Tecopa Ho
5059	0.25	SUNDOWN ST	5058 Noonday S	5058 Noonday S
5060	0.67	BOB WHITE WAY	5041 Downey Road	5005 Furnace Creek Road
5061	0.46	CROW CANYON RD	5048 Homewood Canyon Road	Roads End
5062	0.43	ELIAS RD	5006 Tecopa Hot Springs Road	Roads End
5069	0.51	WILLIAMS RD	5020 FALL RD	ROAD END
5070	0.40	SUMMER RD	5020 Fall Road	Roads End
5071	0.11	SPRING CIR	5020 Fall Road	Roads End
5072	3.03	STERLING RD	5040 Nine Mile	Kern County Lin
5073	1.26	PEARSON RD	Hwy 395	Hwy 395
5074	0.42	E MARKET ST	5011 Olancha Darwin Rd	5075 SE Second Ave
5075	0.19	SE SECOND AVE	5074 MARKET ST	5015 OPHIR RD
5076	0.41	LAKEVIEW RD	5077 Enchanted Lakes Road	Roads End
5077	1.53	ENCHANTED LAKES RD	Hwy 395	Roads End
5078	1.51	LAKE VILLAGE RD	Hwy 395	Roads End
5201	0.18	WHITNEY ST	5206 Mojave St	Hwy 39
5202	0.11	LAKE ST		
5203	0.05	OWENS ST	5204 Sierra St	5205 Cartago S
5204	0.25	SIERRA ST	5201 Whitney St	5203 Owen St
5205	0.24	CARTAGO ST	5203 OWENS ST	5201 WHINTEY ST
5206	0.17	MOJAVE ST	5201 Whitney St	Road End

1095.36

**Resolution 2022-18**

**RESOLUTION OF THE BOARD OF SUPERVISORS,  
COUNTY OF INYO, STATE OF CALIFORNIA,  
ANNUAL CERTIFICATION OF THE 2021  
MAINTAINED MILEAGE LOG**

**WHEREAS**, Section 2121 of the Streets and Highways Code requires an annual report to Caltrans District 9 Office of the State of California showing the Maintained County Road System, specifying the termini and mileage of each route added to or excluded; and

**WHEREAS**, "Exhibit A" sets the Maintained County Road System from January 1, 2021 through December 31, 2021;

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED**, by the Board of Supervisors of the County of Inyo the "Exhibit A" attached hereto and made a part hereof by this reference shows additions, revisions, and exclusions to the County Maintained Road System for the period of January 1, 2020 through December 31, 2020;

**BE IT FURTHER RESOLVED AND ORDERED**, that the Department of Public Works is hereby directed to file a certified copy of this resolution with the Caltrans District 9 Office of the State of California Department of Transportation.

**APPROVED AND ADOPTED** on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by the Inyo County Board of Supervisors, County of Inyo:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

\_\_\_\_\_  
Chair  
Inyo County Board of Supervisors

**ATTEST:**

Leslie L. Chapman, Clerk of the Board

By: \_\_\_\_\_  
Assistant Clerk of the Board



# County of Inyo



## Public Works

### CONSENT - ACTION REQUIRED

**MEETING:** June 7, 2022

**FROM:** Ashley Helms

**SUBJECT:** Approve and accept Highway Easement Deed for the Carroll Creek Rd Bridge Replacement Project

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**RECOMMENDED ACTION:**

Request Board:

- A) Accept and approve the Letter of Non-Objection for the Construction of Walker Creek Bridge Over the Los Angeles Aqueduct Right-of-Way, and authorize the Public Works Director to sign; and
- B) Accept and approve the Letter of Non-Objection for the Construction of Carroll Creek Bridge Over the Los Angeles Aqueduct Right-of-Way, and authorize the Public Works Director to sign.

**SUMMARY/JUSTIFICATION:**

The Carroll Creek Road Bridge Replacement Project and Walker Creek Road Bridge Replacement Project are 100% funded through the Highway Bridge Program, a Federal Highway Administration (FHWA) program administered locally by Caltrans District 9. The projects will replace two existing bridges, located south of Lone Pine, which do not meet structural and safety standards. Each new bridge will cross the Los Angeles Aqueduct right-of-way, and therefore requires approval from the Los Angeles Department of Water and Power (LADWP). The Construction Obligations included in these letters have been included in the project construction plans.

In addition to the Letter of Non-Objection, the Carroll Creek Project requires the acquisition of a road easement across an LADWP owned parcel. This easement will be brought before your Board once it is approved by the Los Angeles City Council.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to accept the two Letters of Non-Objection. This is not recommended because the project cannot move forward without the approval of LADWP.

**OTHER AGENCY INVOLVEMENT:**

LADWP  
FHWA  
Caltrans

**FINANCING:**

There is no cost associated with the acceptance of the Letters of Non-Objection.

**ATTACHMENTS:**

1. Carroll Creek - Letter of Non-Objection
2. Walker Creek - Letter of Non-Objection

**APPROVALS:**

Ashley Helms	Created/Initiated - 5/17/2022
Darcy Ellis	Approved - 5/17/2022
John Vallejo	Approved - 5/23/2022
Michael Errante	Final Approval - 5/24/2022

May 5, 2022

Mr. Michael Errante, Public Works Director  
County of Inyo  
P.O. Drawer Q  
Independence, CA 93526

Dear Mr. Errante:

Subject: Letter of Non-Objection for the Construction of Carroll Creek Bridge Over the  
Los Angeles Aqueduct Right-of-Way

The Los Angeles Department of Water and Power (LADWP) has completed a review of Inyo County's (County) draft "Project Plans For Construction On Carroll Creek Road" prepared by Quincy Engineering, Inc. (Project Plans), as identified in Exhibit A, attached hereto and incorporated herein, for the proposed construction of a new bridge, Bridge No. 48C-0011 (Project). The Project includes crossing a portion of the First Los Angeles Aqueduct (Aqueduct), as more particularly shown on Exhibit B, attached hereto and incorporated herein (Project Area). The Project Area is located within the City of Los Angeles' (City) historical easement and right-of-way of approximately 250-feet in width granted by the United States for the purpose of constructing, operating and maintaining canals, ditches, pipes and pipe lines, flumes, tunnels, and conduits for conveying water to the City.

LADWP has found no objections to the County's proposed Project, subject to the following terms and conditions:

1. LADWP's consent should not be construed as a subordination of LADWP's rights, title and interest in and to its easement and right-of-way. The County acknowledges LADWP's superior right, title, and interest to continually use its easement and right-of-way for all of the purposes for which they were acquired, without need for any further permit or permission from the County.



2. The County shall use the Project Area in such a manner as to not interfere unreasonably with the rights of LADWP. Nothing herein contained shall be construed as a release or waiver of any claim for compensation or damages which LADWP may now have or may hereafter acquire resulting from the construction or operation of the Project by the County in such a manner as to cause an unreasonable interference with the use of the Aqueduct by LADWP.
3. All work done, pursuant to the terms of this letter, shall be done in accordance with all applicable federal, state, local, or municipal laws, ordinances, statutes, permits, approvals, and regulations governing such work; and the provisions of such laws, ordinances, statutes, permits, approvals, and regulations are, by reference, made a part hereof as though incorporated verbatim herein.
4. Construction Obligations: The County will perform any and all construction work and activities in the Project Area under the following conditions:
  - a. LADWP reviewed the Project based on 95%-complete Project Plans attached hereto as Exhibit A. All construction/grading activities shall conform to Project Plans. Final (100%-complete) Project Plans shall be submitted to Mr. Earl Moosbrugger of Northern District Engineering and Technical Services Group at 300 Mandich Street, Bishop, CA 93514-3449. Any changes to Project Plans shall require resubmittal and LADWP's review prior to construction/grading activities.
  - b. All Project Plans shall be prepared by a Structural/Civil Engineer licensed to practice in the State of California.
  - c. The County shall provide Mr. Moosbrugger with notice of the construction schedule twenty-one (21) business days prior to the start of any construction work within the Aqueduct or LADWP's right-of-way. Mr. Moosbrugger can be contacted at (760) 873-0223 or via email at [Earl.Moosbrugger@LADWP.com](mailto:Earl.Moosbrugger@LADWP.com).
  - d. The County's contractor shall provide LADWP's Independence Construction and Maintenance Supervisor, Mr. Joseph Bowling, with notice, two (2) business days prior to the start of any construction work within the Aqueduct or LADWP's right-of-way. Mr. Bowling may be contacted at (760) 920-2686 or via email at [Joseph.Bowling@ladwp.com](mailto:Joseph.Bowling@ladwp.com).

- e. During construction, the County shall maintain one copy of the reviewed Project Plans at the job site at all times.
- f. The County shall construct a permanent fence on top of each bridge wall crossing the Aqueduct. Fences shall add at least five additional feet of height to each bridge wall. Each fence shall extend beyond the bridge walls and tie into existing Aqueduct fencing on each side of the Aqueduct. LADWP will construct the gate and fence from the bridge walls to tie into the existing Aqueduct fences. All fencing shall be constructed in accordance with the "Greenbook" Standard Specifications for Public Works Construction. The County shall submit their fence type and design plans to LADWP for approval.
- g. No additional or construction loads, either temporary or permanent, shall be placed on the Aqueduct.
- h. Fueling of vehicles and equipment shall not be allowed within 150 feet from the centerline of the Aqueduct.
- i. Storage or maintenance of any type of vehicle or equipment is not permitted within the Aqueduct or LADWP's right-of-way.
- j. Storage of any noxious, hazardous, toxic, corrosive, or explosive materials is not permitted on the Aqueduct and LADWP's right-of-way.
- k. Positive drainage away from the Aqueduct and LADWP's right-of-way and facilities shall be maintained to eliminate any possibility of damage from soil erosion, impounded water, or contamination.
- l. All cut and fill slopes within the Aqueduct and LADWP's right-of-way shall contain adequate berms, benches, and interceptor terraces. Revegetation measures shall also be provided for dust erosion control protection of the Aqueduct and LADWP's right-of-way and facilities.
- m. LADWP operations require continuous and uninterrupted access to LADWP's right-of-way and easement around the Aqueduct. LADWP may require removal of any temporary obstructions during the construction process, without prior notice, to permit its access for maintenance and operation of the Aqueduct.

- n. As-built plans, with all modifications, shall be furnished to LADWP within thirty (30) calendar days after completion of the Project.
  - o. Future requests to modify or construct improvements within LADWP's Aqueduct or LADWP's right-of-way shall be submitted to Mr. Moosbrugger, with a copy to LADWP's Real Estate Group.
5. The County shall be responsible for all costs and expenses related to its Project and the work described herein.
  6. After completion of the Project, the County will abandon or otherwise relinquish to the City the County's ownership interest in the old bridge crossing the Aqueduct, and will quitclaim, to the City, the County's interest in that portion of an easement and right of way for public road purposes recorded February 9, 1976, on file in Official Records Book 216, Page 148, in the office of the County Recorder of Inyo County, that is no longer required for County purposes, in a recordable quitclaim deed of form and substance acceptable to the parties. Portions of the abandoned road easement outside of the LADWP parcel will be revegetated.
  7. All work done, pursuant to the terms and conditions of this letter, shall be done in accordance with the Federal Highway Easement Deed, as identified in Exhibit C, attached hereto and incorporated herein.
  8. The County shall furnish LADWP with evidence of insurance that conforms to the insurance requirements contained in the enclosed *Applicable Terms and Conditions and Contract Insurance Requirements*, hereto and made a part hereof, which specifically outlines the types and amounts of coverage required for this permission. You may return the required evidence of insurance documents to the LADWP's Risk Management section at the following address:

Los Angeles Department of Water and Power  
Evidence of Insurance Clerk  
Risk Management Section  
P. O. Box 51111, Room 465  
Los Angeles, CA 90051-0100  
Email: [riskmanagement.risky@ladwp.com](mailto:riskmanagement.risky@ladwp.com)

For your information and use, information on LADWP's insurance requirements are available on the Department of Water and Power's Risk Management website at <https://www.ladwp.com/riskmanagement>. You may contact Risk Management at (213) 367-4007 or (213) 367-4680.

9. The County acknowledges that it has inspected the Project Area, knows the condition thereof, and on behalf of itself and its successors, assigns, contractors, sub-contractors and sub-licensees undertakes and agrees to indemnify and hold harmless the City of Los Angeles, the LADWP, the Board of Water and Power Commissioners of the City of Los Angeles (Board), and all of their officers, agents, representatives, successors in interest, assigns and employees (individually and collectively, "Indemnitees"), and at the option of LADWP, defend by counsel satisfactory to LADWP, the Indemnitees from and against any and all liens and claims of liens, suits, causes of action, claims, administrative proceedings, charges, damages (including but not limited to indirect, consequential, and incidental), demands, judgments, civil fines, penalties, or losses of any kind or nature whatsoever that are incurred by or asserted against the Indemnitees, for death, bodily injury or personal injury to any person, including but not limited to County's employees, customers, invitees and agents, or persons who enter onto the Project Area, or damage or destruction or loss of use of any property of either party hereto, or third persons in any manner arising by reason of, incidental to, or connected in any manner to: 1) this Letter of Non-Objection (LON); 2) the Project Area; 3) the acts, errors or omissions to act, willful misconduct, or non-performance or breach by the County of any term and/or condition of this LON; 4) the release or spill of any legally designated hazardous material or waste, resulting from or incident to the presence upon or performance of activities by the County or its officers, agents, employees, or sub-contractors of any tier with respect to the Project Area covered under this LON, regardless of any negligence on the part of the Indemnitees; except for the sole negligence or willful misconduct of LADWP. This indemnity shall be in addition to any other rights or remedies which Indemnitees have under law or under this LON. This obligation shall survive the expiration or termination of this LON.
  
10. LADWP's easement and right-of-way in the Aqueduct are superior to those of the County. Any improvements, operations, construction, or maintenance activities within the Aqueduct shall not interfere with, or prevent, the full and perfect use and enjoyment by LADWP of the grant of rights and easements described in the Act of June 30, 1906, as Amended in the Act of June 5, 1920, and the Act of March 4, 1911. If at any time the County's improvements, operations, construction, or maintenance activities interfere with LADWP's rights, upon

Mr. Michael Errante  
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May 5, 2022

written notice from LADWP, the County will remove, relocate, modify or otherwise correct such interferences at the County's sole cost and expense.

11. The County agrees that construction activities shall not commence on or over City property until the Board and the Los Angeles City Council have approved the sale of the real property rights and interests to the County.

Please acknowledge, accept, and agree to the terms and conditions of this letter by signing and returning the enclosed copy to LADWP at 300 Mandich Street, Bishop, California 93514-3449, Attn: Real Estate. If you have any questions, please contact Mr. Donald S. McGhie, Senior Real Estate Officer, at (760) 873-0248.

Sincerely,



Adam Perez  
Manager of Aqueduct

DSM:fm/sl

Enclosure (to be signed and returned)

Exhibits:

Exhibit A. Draft Project Plans for Construction on Carroll Creek Road

Exhibit B. Project Area Map

Exhibit C. Federal Highway Easement Deed

c: Mr. Larry Primosch, Bureau of Land Management

Federal Highway Commission

Mr. Joseph Bowling

Mr. Earl D. Moosbrugger

Mr. Donald S. McGhie

Mr. Michael Errante  
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The signature(s) affixed hereto of the County hereby warrants that he/she/they is/are authorized to do so and have the legal authority to bind the person or entity which they represent and on whose behalf they have executed this letter. The signature(s) certifies/certify that the County has read and does understand and accept each and every paragraph contained in this letter and agrees to abide by and be bound by same.

Executed on this \_\_\_ day of \_\_\_\_\_, 2022  
County of Inyo

By: \_\_\_\_\_  
Print Name: Michael Errante  
Title: Department of Public Works  
County of Inyo

**CONTRACT INSURANCE REQUIREMENTS -- DEPARTMENT OF WATER AND POWER**  
**For Contractors, Service Providers, Vendors, and Tenants**

Agreement/Activity/Operation: LON - Inyo County - Construction of a New Bridge over First LA Aqueduct  
 Reference/Agreement: CERTIFICATE ACCEPTABLE w/required scheduled endorsements  
 Term of Agreement: \_\_\_\_\_  
 RE Officer: Bobbie Stryffeler/ Donald McGhie  
 Phone Number: (760) 873-0406

- o Contract-required types and amounts of insurance as indicated below by checkmark are the minimum which must be maintained. All limits are Combined Single Limit (Bodily Injury/Property Damage) unless otherwise indicated.
- o Firm 30 day Notice of Cancellation required.
- o All required scheduled endorsements must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

**PER OCCURRENCE LIMITS**

- () **WORKERS' COMPENSATION(Stat. Limits)/Employer's Liability:** ( \$1,000,000.00 )
- |   |  |
|---|--|
| ( <input checked="" type="checkbox"/> ) CA / All States Endorsement | ( ) US L&H (Longshore and Harbor Workers)    |
| ( ) Jones Act (Maritime Employment)                                 | ( ) Outer Continental Shelf                  |
| ( <input checked="" type="checkbox"/> ) Waiver of Subrogation       | ( ) Black Lung (Coal Mine Health and Safety) |
| ( ) Other: _____  | ( ) Other: _____                             |
- () **AUTOMOBILE LIABILITY:** ( \$1,000,000.00 )
- |   |  |
|---|--|
| ( <input checked="" type="checkbox"/> ) Owned Autos | ( ) Any Auto   |
| ( <input checked="" type="checkbox"/> ) Hired Autos | ( <input checked="" type="checkbox"/> ) Non-Owned Auto     |
| ( ) Contractual Liability                           | ( <input checked="" type="checkbox"/> ) Additional Insured |
| ( ) MCS-90 (US DOT)                                 | ( ) Trucker's Form   |
| ( ) Waiver of Subrogation                           | ( ) Other: _____   |
- () **GENERAL LIABILITY:** ( ) Limit Specific to Project ( ) Per Project Aggregate ( \$5,000,000.00 )
- |   |   |  |
|---|---|--|
| ( <input checked="" type="checkbox"/> ) Property Damage         | ( <input checked="" type="checkbox"/> ) Contractual Liability   | ( <input checked="" type="checkbox"/> ) Personal Injury                        |
| ( <input checked="" type="checkbox"/> ) Premises and Operations | ( <input checked="" type="checkbox"/> ) Products/Completed Ops. | ( <input checked="" type="checkbox"/> ) Independent Contractors                |
| ( ) Fire Legal Liability  | ( ) Garagekeepers Legal Liab.                                   | ( ) Child Abuse/Molestation  |
| ( ) Corporal Punishment   | ( <input checked="" type="checkbox"/> ) Collapse/Underground    | ( ) Explosion Hazard   |
| ( ) Watercraft Liability  | ( ) Pollution   | ( <input checked="" type="checkbox"/> ) Addition Insured Status                |
| ( <input checked="" type="checkbox"/> ) Waiver of Subrogation   | ( ) Airport Premises  | ( ) Hangarkeepers Legal Liab.  |
| ( ) Marine Contractors Liability                                | ( ) Other: _____  | ( <input checked="" type="checkbox"/> ) Other: <u>Crane/Rigger's Liability</u> |
- ( ) **PROFESSIONAL LIABILITY:** ( ) \_\_\_\_\_ ( ) \_\_\_\_\_
- |                           |                               |                           |
|---------------------------|-------------------------------|---------------------------|
| ( ) Contractual Liability | ( ) Waiver of Subrogation     | ( ) 3 Year Discovery Tail |
| ( ) Additional Insured    | ( ) Vicarious Liability Endt. | ( ) Other: _____          |
- ( ) **AIRCRAFT LIABILITY:** ( ) \_\_\_\_\_ ( ) \_\_\_\_\_
- |                                  |                           |                                |
|----------------------------------|---------------------------|--------------------------------|
| ( ) Passenger Per Seat Liability | ( ) Contractual Liability | ( ) Hull Waiver of Subrogation |
| ( ) Pollution                    | ( ) Additional Insured    | ( ) Other: _____               |
- ( ) **PROPERTY DAMAGE:** ( ) Loss Payable Status (AOIMA) ( ) \_\_\_\_\_ ( ) \_\_\_\_\_
- |                                    |                                  |                                  |
|------------------------------------|----------------------------------|----------------------------------|
| ( ) Replacement Value              | ( ) Actual Cash Value            | ( ) Agreed Amount                |
| ( ) All Risk Form                  | ( ) Named Perils Form            | ( ) Earthquake: _____            |
| ( ) Builder's Risk:\$_____         | ( ) Boiler and Machinery         | ( ) Flood: _____                 |
| ( ) Transportation Floater:\$_____ | ( ) Contractors Equipment\$_____ | ( ) Loss of Rental Income: _____ |
| ( ) Scheduled Locations/Propt.     | ( ) Other: _____                 | ( ) Other: _____                 |
- ( ) **WATERCRAFT:** ( ) \_\_\_\_\_ ( ) \_\_\_\_\_
- |                              |                  |                        |
|------------------------------|------------------|------------------------|
| ( ) Protection and Indemnity | ( ) Pollution    | ( ) Additional Insured |
| ( ) Waiver of Subrogation    | ( ) Other: _____ | ( ) Other: _____       |
- ( ) **POLLUTION:** ( ) \_\_\_\_\_ ( ) \_\_\_\_\_
- |                           |                            |                        |
|---------------------------|----------------------------|------------------------|
| ( ) Incipient/Long Term   | ( ) Sudden and Accidental  | ( ) Additional Insured |
| ( ) Waiver of Subrogation | ( ) Contractor's Pollution | ( ) Other: _____       |
- ( ) **CRIME:** ( ) Joint Loss Payable Status ( ) \_\_\_\_\_ ( ) \_\_\_\_\_
- |                         |                                |                                 |
|-------------------------|--------------------------------|---------------------------------|
| ( ) Fidelity Bond       | ( ) Financial Institution Bond | ( ) Loss of Monies/Securities   |
| ( ) Employee Dishonesty | ( ) In Transit Coverage        | ( ) Wire Transfer Fraud         |
| ( ) Computer Fraud      | ( ) Commercial Crime           | ( ) Forgery/Alteration of Docs. |
| ( ) Other: _____        | ( ) Other: _____               |                                 |
- ( ) **ASBESTOS LIABILITY:** ( ) Additional Insured ( ) \_\_\_\_\_ ( ) \_\_\_\_\_

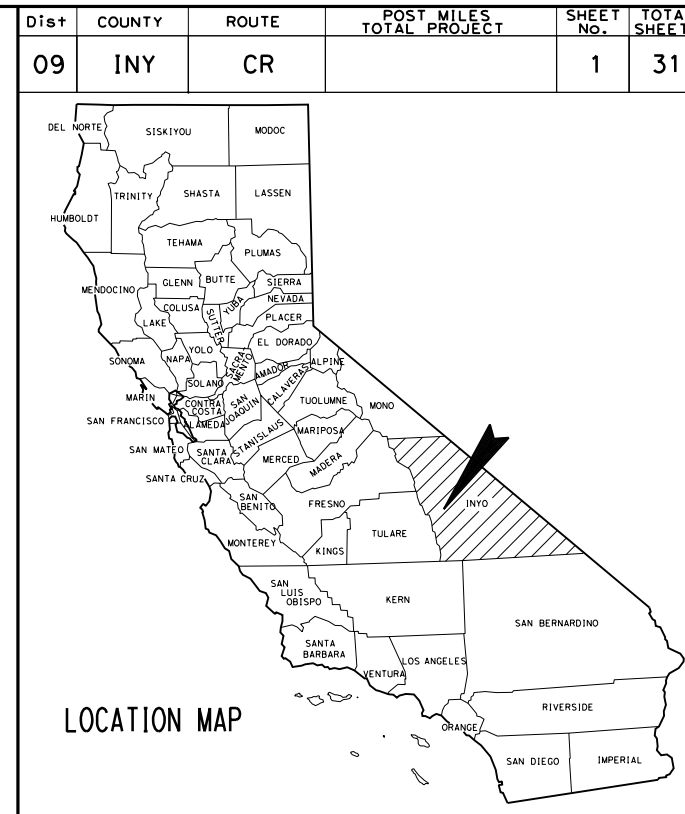
Exhibit A.

Inyo County Public Works Project Plans for Construction on  
Carroll Creek Road, 95% Submittal, May 15, 2020



**INYO COUNTY**  
**DEPARTMENT OF PUBLIC WORKS**  
**PROJECT PLANS FOR CONSTRUCTION ON**  
**CARROLL CREEK ROAD**  
**IN INYO COUNTY NEAR LONE PINE**  
**ON CARROLL CREEK ROAD**  
**ACROSS LOS ANGELES AQUEDUCT BRIDGE**  
**FEDERAL PROJECT No. BRLO-5948(074)**

TO BE SUPPLEMENTED BY STATE OF CALIFORNIA  
STANDARD PLANS DATED 2018



95% SUBMITTAL

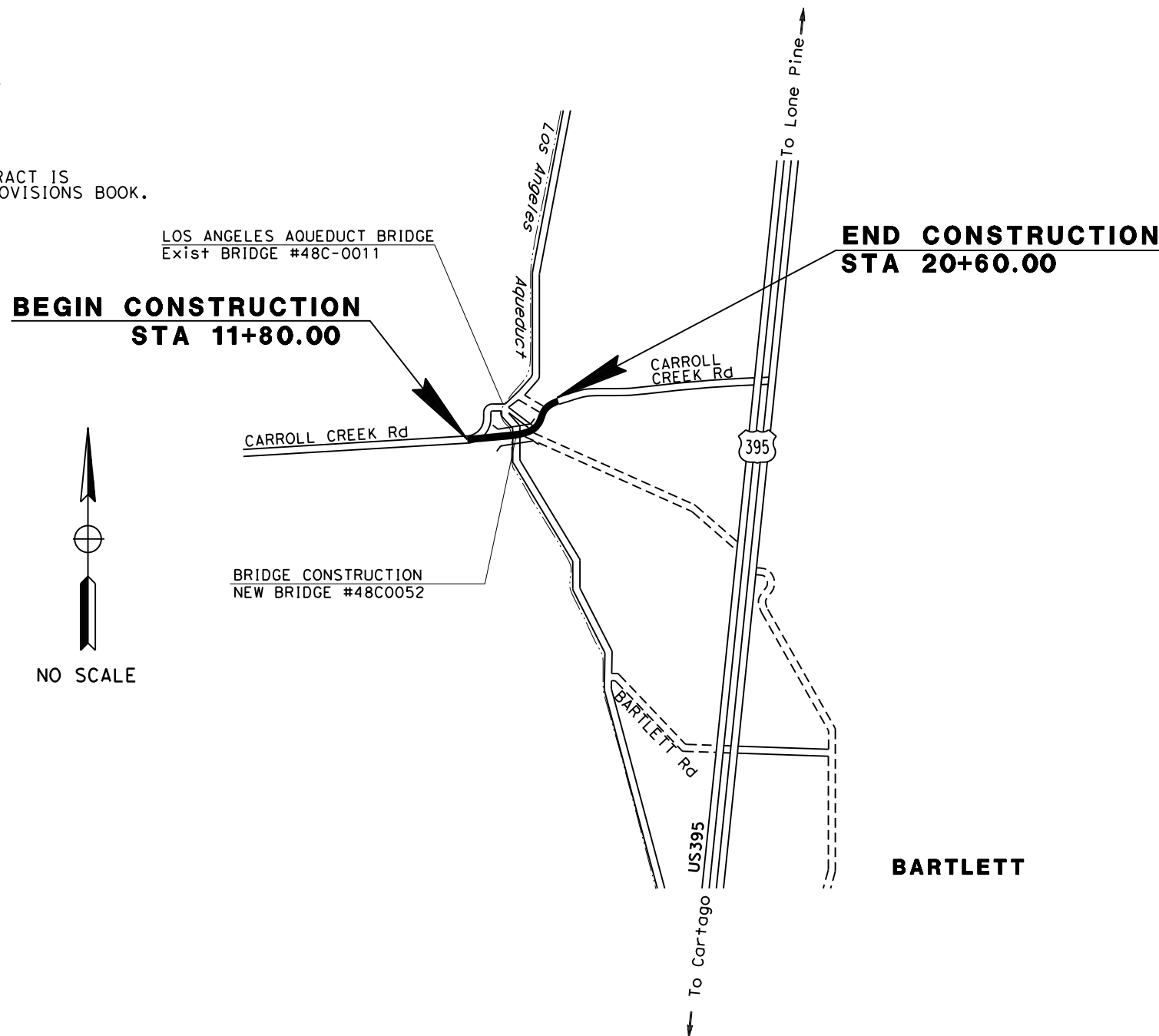
**INDEX OF PLANS**

SHEET No.	DESCRIPTION
1	TITLE SHEET
2	TYPICAL CROSS SECTIONS
3	LAYOUT
4-5	PROFILE AND SUPERELEVATION DIAGRAM
6-8	CONSTRUCTION DETAILS
9	EROSION CONTROL PLAN
10	CONTOUR GRADING
11	DRAINAGE PLAN
12	DRAINAGE PROFILE
13	CONSTRUCTION AREA SIGNS
14-15	SUMMARY OF QUANTITIES

**STRUCTURE PLANS**

16	GENERAL PLAN
17	DECK CONTOURS
18	FOUNDATION PLAN
19	ABUTMENT 1 LAYOUT
20	ABUTMENT 1 DETAILS
21	ABUTMENT 2 LAYOUT
22	ABUTMENT 2 DETAILS
23	TYPICAL SECTION
24	PC/PS SLAB LAYOUT
25	PC/PS SLAB DETAILS
26	CHAIN LINK RAILING TYPE 2 DETAILS No. 1
27	CHAIN LINK RAILING TYPE 2 DETAILS No. 2
28	BRIDGE RAIL DETAILS No. 1
29	BRIDGE RAIL DETAILS No. 2
30	BRIDGE RAIL DETAILS No. 3
31	LOG OF TEST BORINGS

THE STANDARD PLANS LIST APPLICABLE TO THIS CONTRACT IS INCLUDED IN THE NOTICE TO BIDDERS AND SPECIAL PROVISIONS BOOK.



APPROVED AS TO IMPACT ON COUNTY FACILITIES AND CONFORMANCE WITH APPLICABLE STATE STANDARDS AND PRACTICES AND THAT TECHNICAL OVERSIGHT WAS PERFORMED.

DATE SIGNED

LICENSE Exp DATE

REGISTRATION No.

CALTRANS DESIGN OVERSIGHT APPROVAL

CONSULTANT DESIGN ENGINEER

DIRECTOR  
INYO COUNTY PUBLIC WORKS DEPARTMENT  
REGISTERED CIVIL ENGINEER

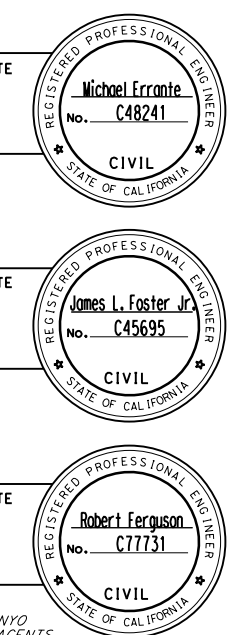
PLANS APPROVAL DATE

PROJECT MANAGER  
REGISTERED CIVIL ENGINEER

PLANS APPROVAL DATE

PROJECT ENGINEER  
REGISTERED CIVIL ENGINEER

PLANS APPROVAL DATE



QUINCY ENGINEERING, INC.  
11017 COBBLEROCK DRIVE, SUITE 100  
RANCHO CORDOVA, CA 95670

INYO COUNTY PUBLIC WORKS DEPARTMENT  
168 N. EDWARDS, P.O. DRAWER 0  
INDEPENDENCE, CA 93526

CONTRACT No.	<b>C00000</b>
PROJECT ID	<b>0000000000</b>

DATE PLOTTED => 5/15/2020 TIME PLOTTED => 3:19:45 PM





INYO COUNTY - DEPARTMENT OF PUBLIC WORKS	CONSULTANT FUNCTIONAL SUPERVISOR	JAMES L. FOSTER JR., PE	3830
	CALCULATED-DESIGNED BY	CHECKED BY	
REVISOR	ROBERT FERGUSON, PE	SEJIN OH, PE	5%
	REVISOR	DATE	XX/XX/XX
XX	XX	XX	XX/XX/XX
XX	XX	XX	XX/XX/XX
XX	XX	XX	XX/XX/XX
XX	XX	XX	XX/XX/XX

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
09	INY	CR		4	31

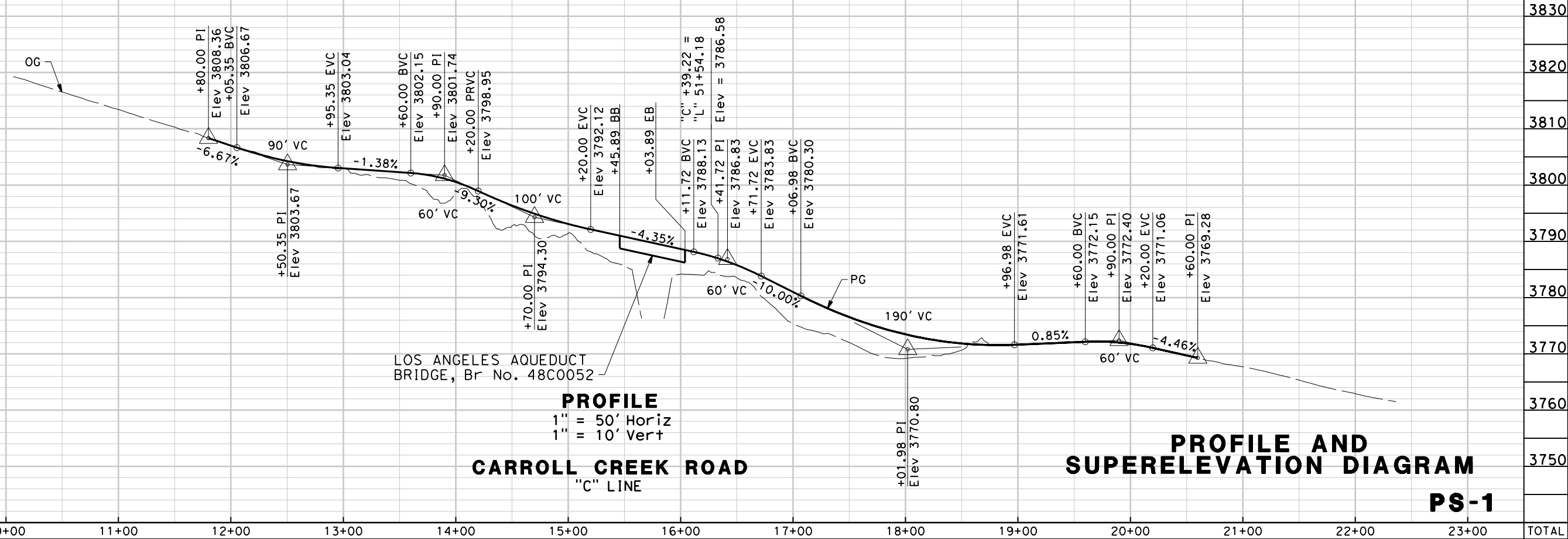
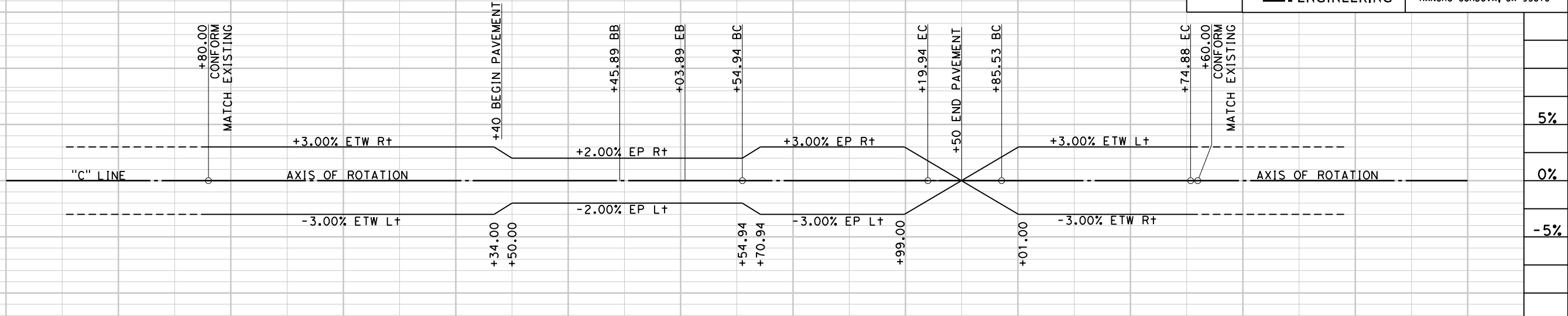
REGISTERED CIVIL ENGINEER DATE XX/XX/XX

**95% SUBMITTAL**  
PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER  
BRYAN STONE  
No. C77427  
CIVIL  
STATE OF CALIFORNIA

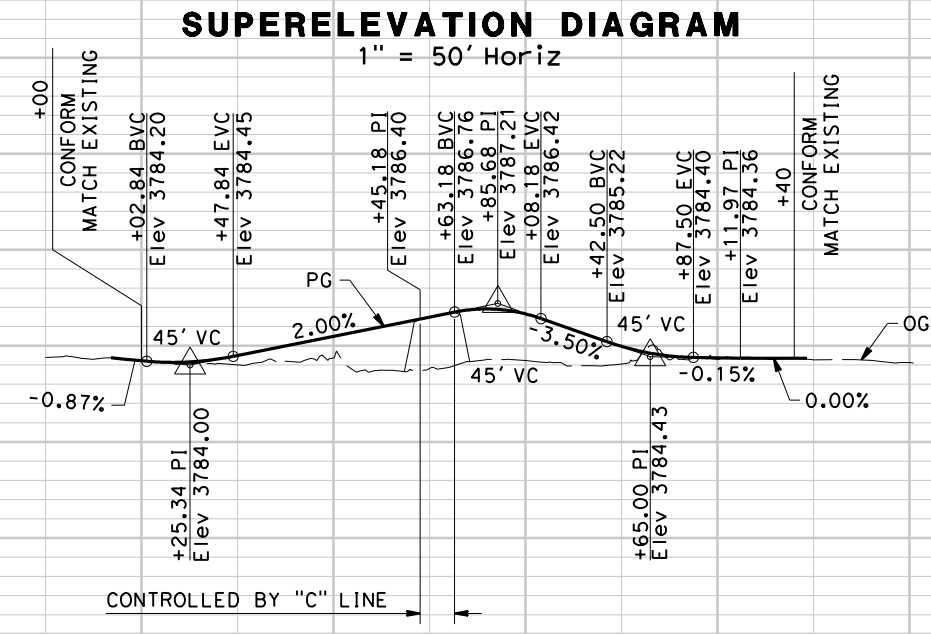
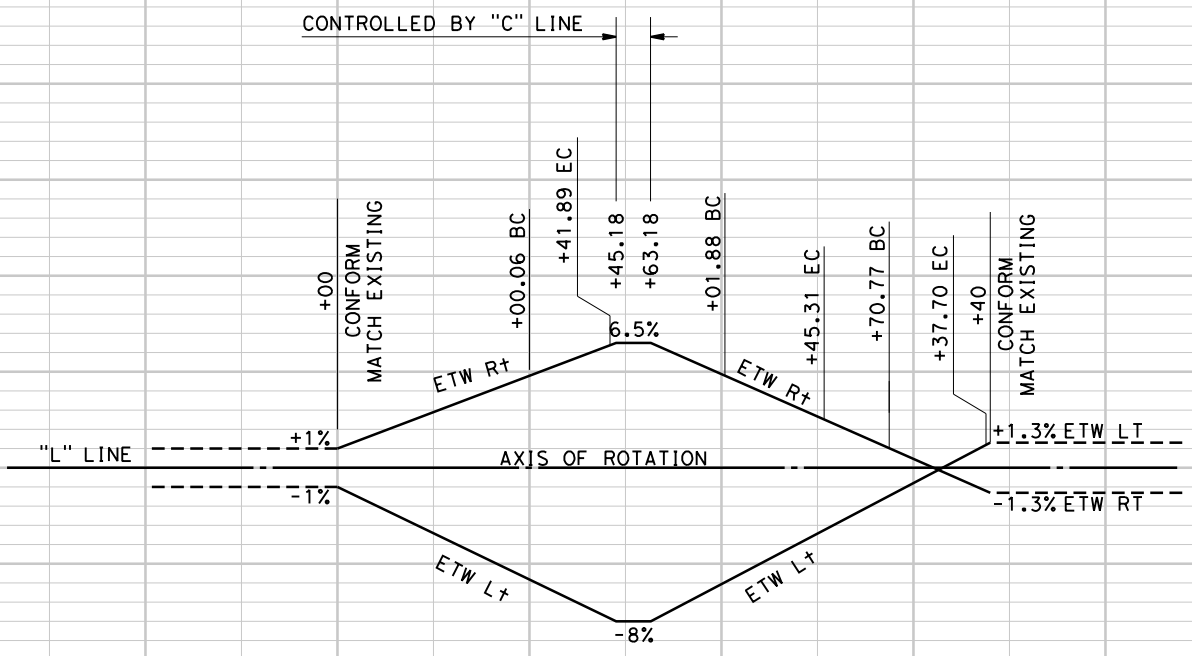
THE COUNTY OF INYO OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

**QUINCY ENGINEERING**  
QUINCY ENGINEERING, INC.  
11017 COBBLEROCK DRIVE  
RANCHO CORDOVA, CA 95670



INYO COUNTY - DEPARTMENT OF PUBLIC WORKS	CONSULTANT SUPERVISOR	JAMES L. FOSTER JR., PE	CHECKED BY	3800	DESIGNED BY	ROBERT FERGUSON, PE	SEJIN OH, PE	DATE REVISION	10%	REVISOR	XX	DATE	XX/XX/XX	XX/XX/XX	XX/XX/XX
	FUNCTIONAL SUPERVISOR			3790					5%		XX		XX/XX/XX	XX/XX/XX	XX/XX/XX
				3780					0%		XX		XX/XX/XX	XX/XX/XX	XX/XX/XX
				3770					-5%		XX		XX/XX/XX	XX/XX/XX	XX/XX/XX
									-10%		XX		XX/XX/XX	XX/XX/XX	XX/XX/XX
											XX		XX/XX/XX	XX/XX/XX	XX/XX/XX
											XX		XX/XX/XX	XX/XX/XX	XX/XX/XX
											XX		XX/XX/XX	XX/XX/XX	XX/XX/XX
											XX		XX/XX/XX	XX/XX/XX	XX/XX/XX
											XX		XX/XX/XX	XX/XX/XX	XX/XX/XX

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
09	INY	CR		5	31
XX/XX/XX REGISTERED CIVIL ENGINEER DATE					
<b>95% SUBMITTAL</b> PLANS APPROVAL DATE					
THE COUNTY OF INYO OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.					
<b>QUINCY ENGINEERING</b>			QUINCY ENGINEERING, INC. 11017 COBBLEROCK DRIVE RANCHO CORDOVA, CA 95670		



**PROFILE**  
1" = 50' Horiz  
1" = 5' Vert  
**LADWP PATROL ROAD**  
"L" LINE

**PROFILE AND  
SUPERELEVATION DIAGRAM**  
**PS-2**

STATION	49+00	50+00	51+00	52+00	53+00	54+00	55+00	TOTAL
Exc								
Emb								

LAST REVISION DATE PLOTTED => 5/15/2020  
00-00-00 TIME PLOTTED => 3:19:50 PM

**NOTES:**

1. FOR COMPLETE RIGHT OF WAY AND ACCURATE ACCESS DATA, SEE RIGHT OF WAY RECORD MAPS AT THE COUNTY OFFICE.
2. FOR COMPLETE UTILITY INFORMATION, EASEMENTS, AND PROPOSED RIGHT OF WAY, SEE RIGHT OF WAY AND UTILITY PLAN SHEETS.

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
09	INY	CR		6	31

XX/XX/XX  
REGISTERED CIVIL ENGINEER DATE

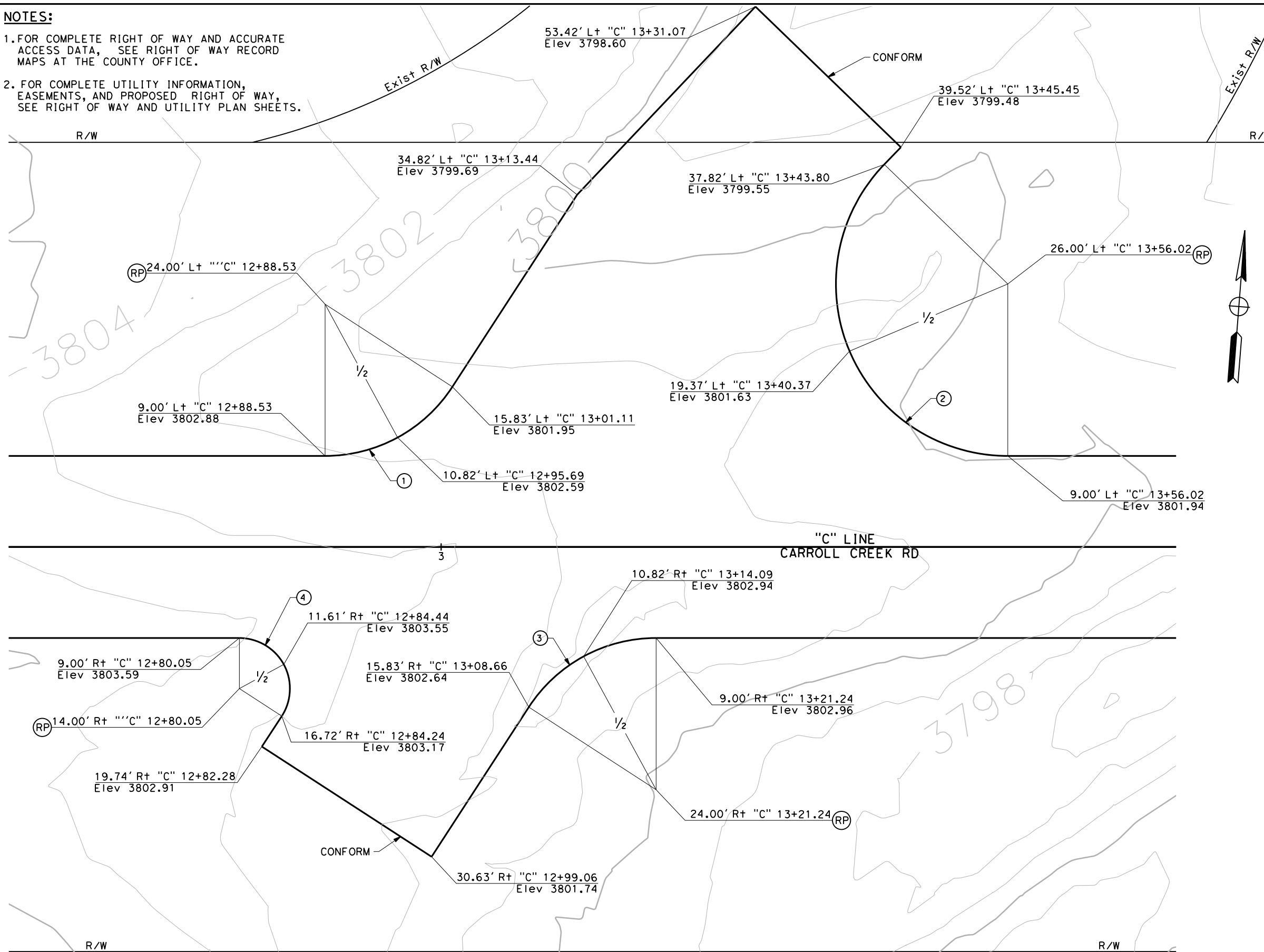
**95% SUBMITTAL**  
PLANS APPROVAL DATE

THE COUNTY OF INYO OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.



**QUINCY ENGINEERING**  
QUINCY ENGINEERING, INC.  
11017 COBBLEROCK DRIVE  
RANCHO CORDOVA, CA 95670

XX/XX/XX  
 XX/XX/XX  
 XX/XX/XX  
 REVISOR: ROBERT FERGUSON, PE  
 DATE: SEJIN OH, PE  
 CALCULATED/DESIGNED BY: JAMES L. FOSTER JR., PE  
 CHECKED BY:  
 CONSULTANT: JAMES L. FOSTER JR., PE  
 SUPERVISOR:  
 DEPARTMENT OF PUBLIC WORKS  
 INYO COUNTY



**CURVE DATA**

No.	R	Δ	T	L
1	15.00'	57° 0' 45"	8.15'	14.93'
2	17.00'	134° 03' 19"	40.10'	39.78'
3	5.00'	122° 59' 15"	9.21'	10.73'
4	15.00'	57° 0' 45"	8.15'	14.93'

**CONSTRUCTION DETAILS**  
SCALE: 1"=5'  
**C-1**

LAST REVISION: DATE PLOTTED => 5/15/2020  
 00-00-00 TIME PLOTTED => 3:19:54 PM







XX XX XX XX XX  
 REVISOR: ROBERT FERGUSON, PE  
 CHECKED BY: SEJIN OH, PE  
 CONSULTANT SUPERVISOR: JAMES L. FOSTER JR., PE  
 INYO COUNTY - DEPARTMENT OF PUBLIC WORKS

**NOTES:**

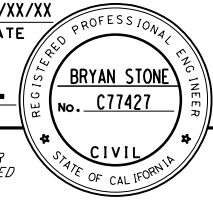
1. THIS PLAN ACCURATE FOR TEMPORARY WATER POLLUTION AND EROSION CONTROL WORK ONLY.

**LEGEND:**

- TEMPORARY FIBER ROLL
- TEMPORARY SILT FENCE
- TEMPORARY DESERT TORTOISE FENCE
- OBLITERATE SURFACE AND RESTORATION AREA
- HYDROSEED
- CONTRACTOR STAGING AREA
- CONTRACTOR STAGING AND RESTORATION AREA

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
09	INYO	CR		9	31

REGISTERED CIVIL ENGINEER DATE: XX/XX/XX  
**95% SUBMITTAL**  
 PLANS APPROVAL DATE  
 THE COUNTY OF INYO OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.



**QUINCY ENGINEERING**  
 QUINCY ENGINEERING, INC.  
 11017 COBBLEROCK DRIVE  
 RANCHO CORDOVA, CA 95670

**HYDROSEED SEED MIX**

COMMON NAME (BOTANICAL NAME)	POUNDS PURE LIVE SEED PER ACRE (SLOPE MEASUREMENT)
DESERT NEEDLEGRASS (STIPA SPECIOSA)	5
BURRO BUSH (AMBROSIA DUMOSA)	15
PURPLE THREE-AWN (ARISTIDA PURPUREA)	2
FOURWING SALTBUCH (ATRIPLEX CANESCENS)	15
BRITTLEBRUSH (ENCELIA FARINOSA)	3
CREOSOTE BUSH (LARREA TRIDENTATA)	3

**DRY SEED MIX**

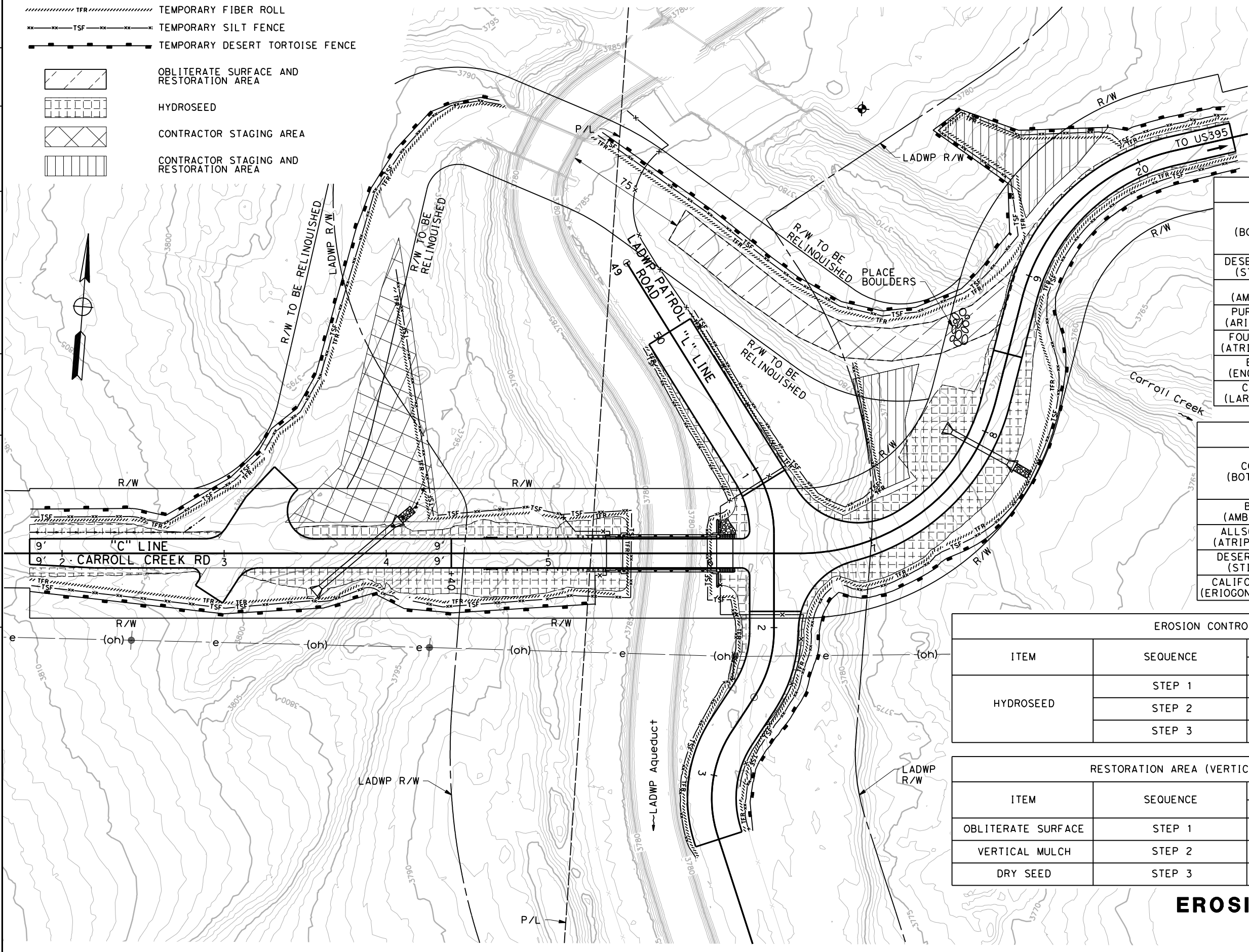
COMMON NAME (BOTANICAL NAME)	POUNDS PURE LIVE SEED PER ACRE (SLOPE MEASUREMENT)
BURRO BUSH (AMBROSIA DUMOSA)	15
ALLSCALE SALTBUCH (ATRIPLEX POLYCARPA)	30
DESERT NEEDLEGRASS (STIPA SPECIOSA)	5
CALIFORNIA BUCKWHEAT (ERIOGONUM FASCICULATUM)	5

**EROSION CONTROL (HYDROSEED)**

ITEM	SEQUENCE	MATERIAL		NOTES
		DESCRIPTION	TYPE	
HYDROSEED	STEP 1	SEED	SEED MIX	43 LB/ACRE
	STEP 2	FIBER	WOOD	1200 LB/ACRE
	STEP 3	TACKIFIER	PSYLLIUM	150 LB/ACRE

**RESTORATION AREA (VERTICAL MULCH AND DRY SEED)**

ITEM	SEQUENCE	MATERIAL		NOTES
		DESCRIPTION	TYPE	
OBLITERATE SURFACE	STEP 1	DE-COMPACT SOILS	FURROW DEPRESSION	3-FT SPACING
VERTICAL MULCH	STEP 2	VERTICAL MULCH	NATIVE	8-INCH MIN HT
DRY SEED	STEP 3	DRY SEED	SEED MIX	55 LB/ACRE

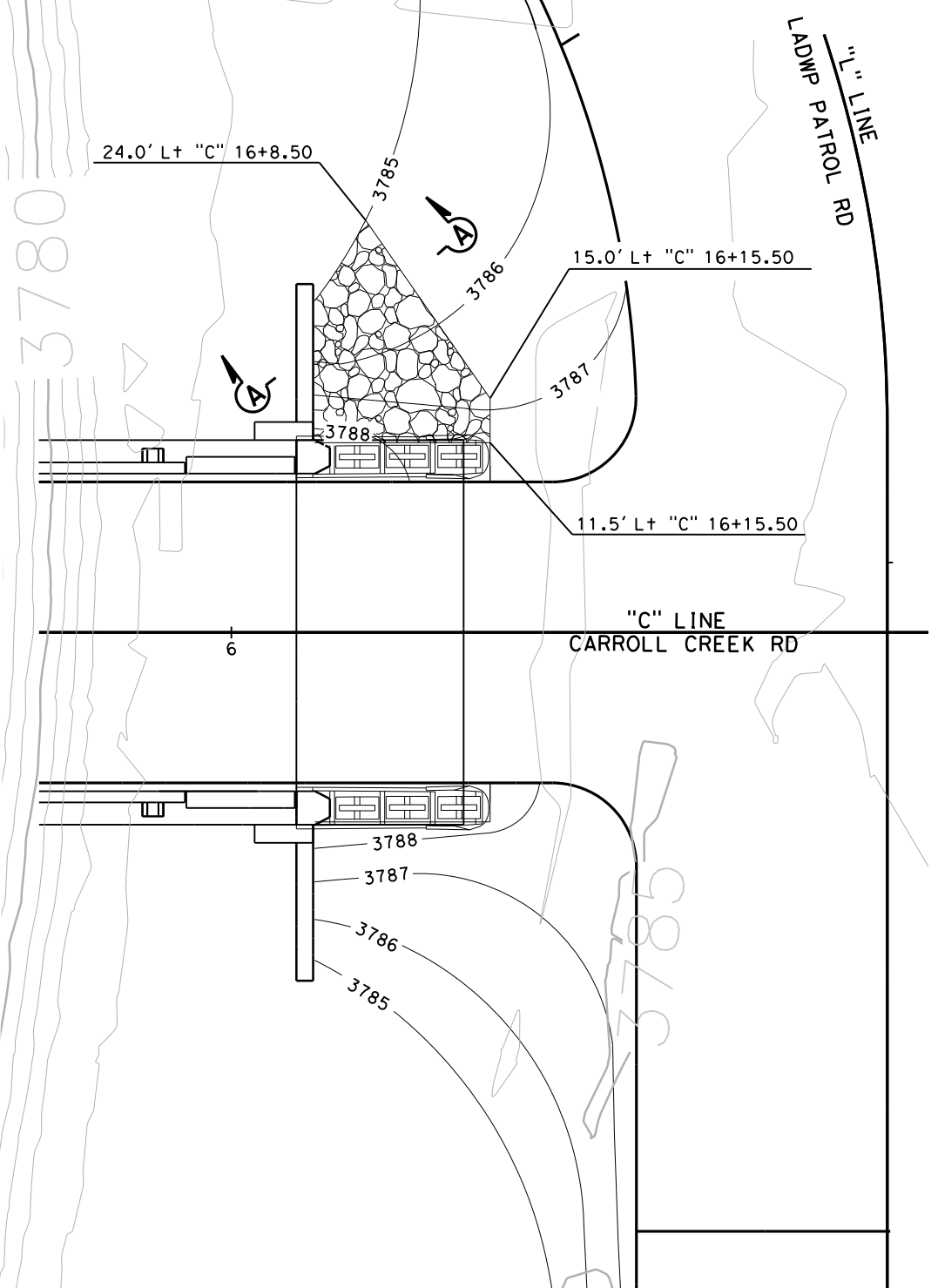
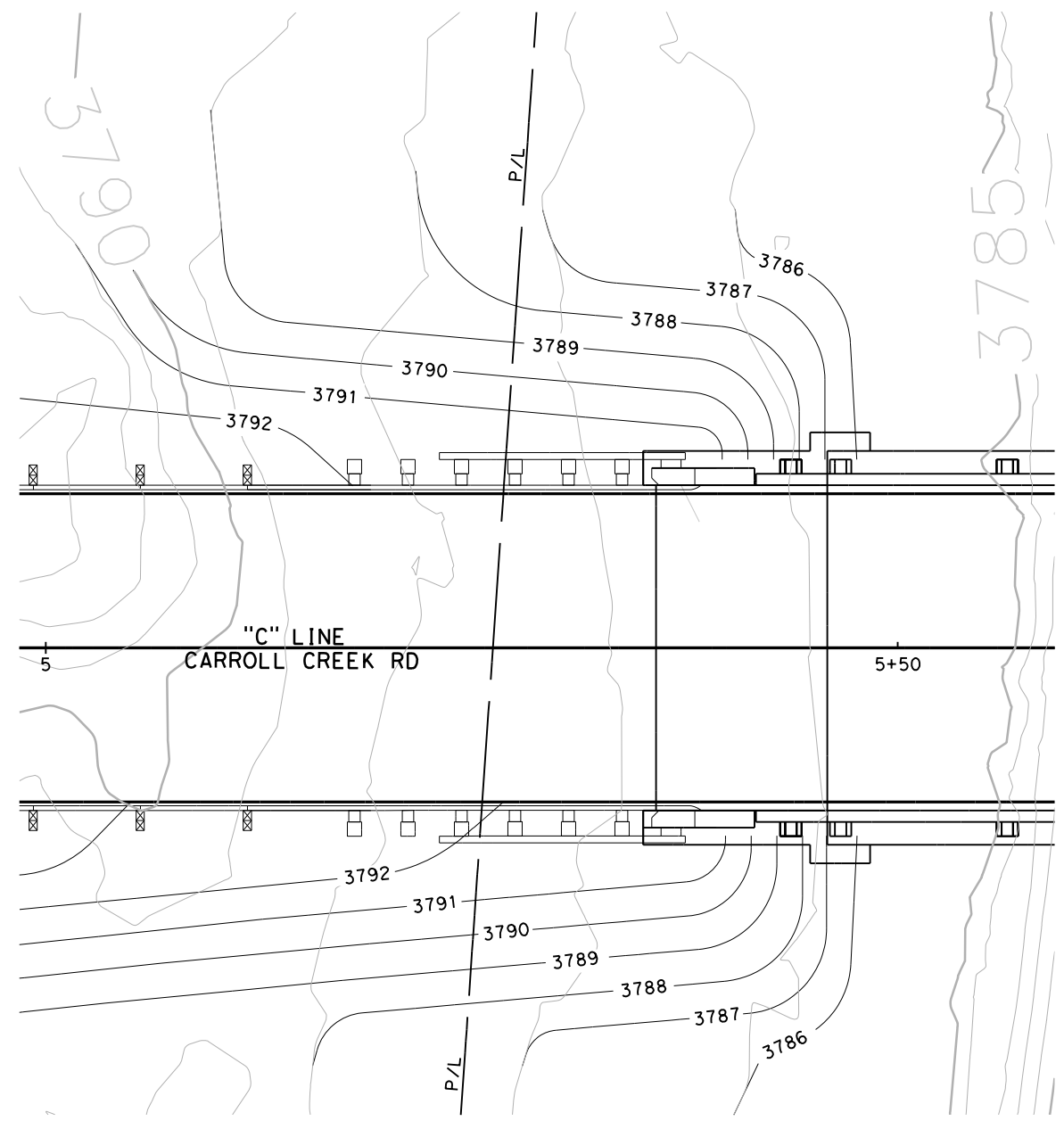
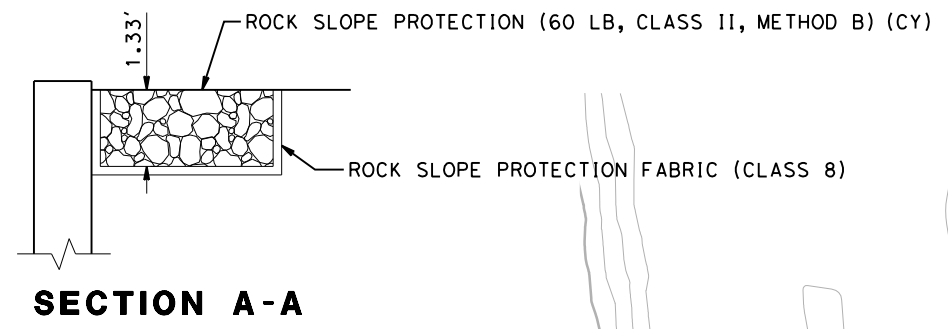


**EROSION CONTROL PLAN**  
 SCALE: 1" = 30'  
**L-1**

LAST REVISION DATE PLOTTED => 5/15/2020  
 00-00-00 TIME PLOTTED => 3:20:04 PM

XX	XX	XX	XX	XX	XX	XX	XX	XX	XX
XX/XX/XX	XX/XX/XX	XX/XX/XX	XX/XX/XX	XX/XX/XX	XX/XX/XX	XX/XX/XX	XX/XX/XX	XX/XX/XX	XX/XX/XX
REVISOR	REVISOR	REVISOR	REVISOR	REVISOR	REVISOR	REVISOR	REVISOR	REVISOR	REVISOR
DATE	DATE	DATE	DATE	DATE	DATE	DATE	DATE	DATE	DATE
BY	BY	BY	BY	BY	BY	BY	BY	BY	BY
ROBERT FERGUSON, PE	ROBERT FERGUSON, PE	ROBERT FERGUSON, PE	ROBERT FERGUSON, PE	ROBERT FERGUSON, PE	ROBERT FERGUSON, PE	ROBERT FERGUSON, PE	ROBERT FERGUSON, PE	ROBERT FERGUSON, PE	ROBERT FERGUSON, PE
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CHECKED BY	CHECKED BY	CHECKED BY	CHECKED BY	CHECKED BY	CHECKED BY	CHECKED BY	CHECKED BY	CHECKED BY	CHECKED BY
JAMES L. FOSTER JR., PE	JAMES L. FOSTER JR., PE	JAMES L. FOSTER JR., PE	JAMES L. FOSTER JR., PE	JAMES L. FOSTER JR., PE	JAMES L. FOSTER JR., PE	JAMES L. FOSTER JR., PE	JAMES L. FOSTER JR., PE	JAMES L. FOSTER JR., PE	JAMES L. FOSTER JR., PE
DESIGNED BY	DESIGNED BY	DESIGNED BY	DESIGNED BY	DESIGNED BY	DESIGNED BY	DESIGNED BY	DESIGNED BY	DESIGNED BY	DESIGNED BY
ROBERT FERGUSON, PE	ROBERT FERGUSON, PE	ROBERT FERGUSON, PE	ROBERT FERGUSON, PE	ROBERT FERGUSON, PE	ROBERT FERGUSON, PE	ROBERT FERGUSON, PE	ROBERT FERGUSON, PE	ROBERT FERGUSON, PE	ROBERT FERGUSON, PE
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CALCULATED BY	CALCULATED BY	CALCULATED BY	CALCULATED BY	CALCULATED BY	CALCULATED BY	CALCULATED BY	CALCULATED BY	CALCULATED BY	CALCULATED BY
ROBERT FERGUSON, PE	ROBERT FERGUSON, PE	ROBERT FERGUSON, PE	ROBERT FERGUSON, PE	ROBERT FERGUSON, PE	ROBERT FERGUSON, PE	ROBERT FERGUSON, PE	ROBERT FERGUSON, PE	ROBERT FERGUSON, PE	ROBERT FERGUSON, PE
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FUNCTIONAL SUPERVISOR	FUNCTIONAL SUPERVISOR	FUNCTIONAL SUPERVISOR	FUNCTIONAL SUPERVISOR	FUNCTIONAL SUPERVISOR	FUNCTIONAL SUPERVISOR	FUNCTIONAL SUPERVISOR	FUNCTIONAL SUPERVISOR	FUNCTIONAL SUPERVISOR	FUNCTIONAL SUPERVISOR
JAMES L. FOSTER JR., PE	JAMES L. FOSTER JR., PE	JAMES L. FOSTER JR., PE	JAMES L. FOSTER JR., PE	JAMES L. FOSTER JR., PE	JAMES L. FOSTER JR., PE	JAMES L. FOSTER JR., PE	JAMES L. FOSTER JR., PE	JAMES L. FOSTER JR., PE	JAMES L. FOSTER JR., PE
DEPARTMENT OF PUBLIC WORKS	DEPARTMENT OF PUBLIC WORKS	DEPARTMENT OF PUBLIC WORKS	DEPARTMENT OF PUBLIC WORKS	DEPARTMENT OF PUBLIC WORKS	DEPARTMENT OF PUBLIC WORKS	DEPARTMENT OF PUBLIC WORKS	DEPARTMENT OF PUBLIC WORKS	DEPARTMENT OF PUBLIC WORKS	DEPARTMENT OF PUBLIC WORKS
INYO COUNTY	INYO COUNTY	INYO COUNTY	INYO COUNTY	INYO COUNTY	INYO COUNTY	INYO COUNTY	INYO COUNTY	INYO COUNTY	INYO COUNTY

**NOTE:**  
1. THIS PLAN ACCURATE FOR CONTOUR GRADING WORK ONLY.



Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
09	INYO	CR		10	31

REGISTERED CIVIL ENGINEER DATE XX/XX/XX  
**95% SUBMITTAL**  
 PLANS APPROVAL DATE  
 THE COUNTY OF INYO OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

**QUINCY ENGINEERING**  
 QUINCY ENGINEERING, INC.  
 11017 COBBLEROCK DRIVE  
 RANCHO CORDOVA, CA 95670

REGISTERED PROFESSIONAL ENGINEER  
**BRYAN STONE**  
 No. C77427  
 CIVIL  
 STATE OF CALIFORNIA

**CONTOUR GRADING**  
NO SCALE  
**G-1**

LAST REVISION 00-00-00 DATE PLOTTED => 5/15/2020 TIME PLOTTED => 3:20:05 PM



INYO COUNTY - DEPARTMENT OF PUBLIC WORKS  
 CONSULTANT FUNCTIONAL SUPERVISOR  
 JAMES L. FOSTER JR., PE  
 CALCULATED-DESIGNED BY  
 CHECKED BY  
 ROBERT FERGUSON, PE  
 SEJIN OH, PE  
 REVISED BY  
 DATE REVISED  
 XX/XX/XX  
 XX/XX/XX  
 XX/XX/XX  
 XX/XX/XX  
 XX/XX/XX  
 XX/XX/XX

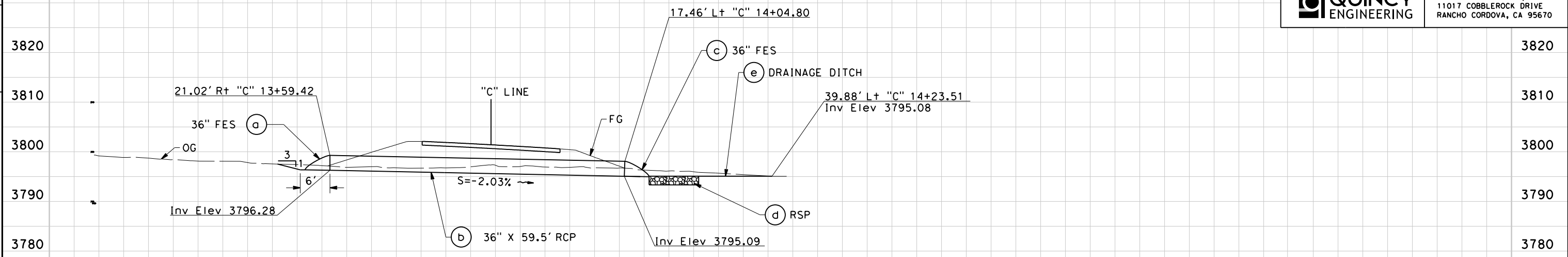
**NOTE:**  
 1.

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
09	INYO	CR		12	31

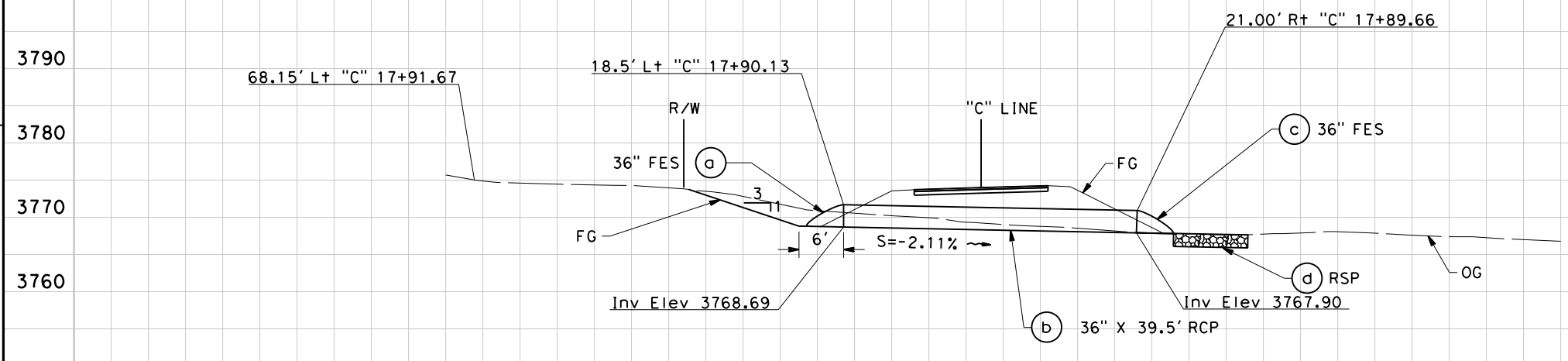
REGISTERED CIVIL ENGINEER DATE XX/XX/XX  
 REGISTERED PROFESSIONAL ENGINEER  
**95% SUBMITTAL**  
 PLANS APPROVAL DATE  
 BRYAN STONE  
 No. C77427  
 CIVIL  
 STATE OF CALIFORNIA

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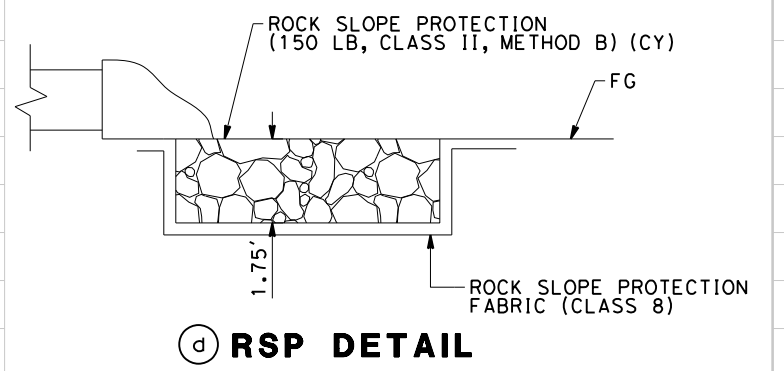
**QUINCY ENGINEERING**  
 QUINCY ENGINEERING, INC.  
 11017 COBBLEROCK DRIVE  
 RANCHO CORDOVA, CA 95670



**DRAINAGE SYSTEM No. 1**



**DRAINAGE SYSTEM No. 2**

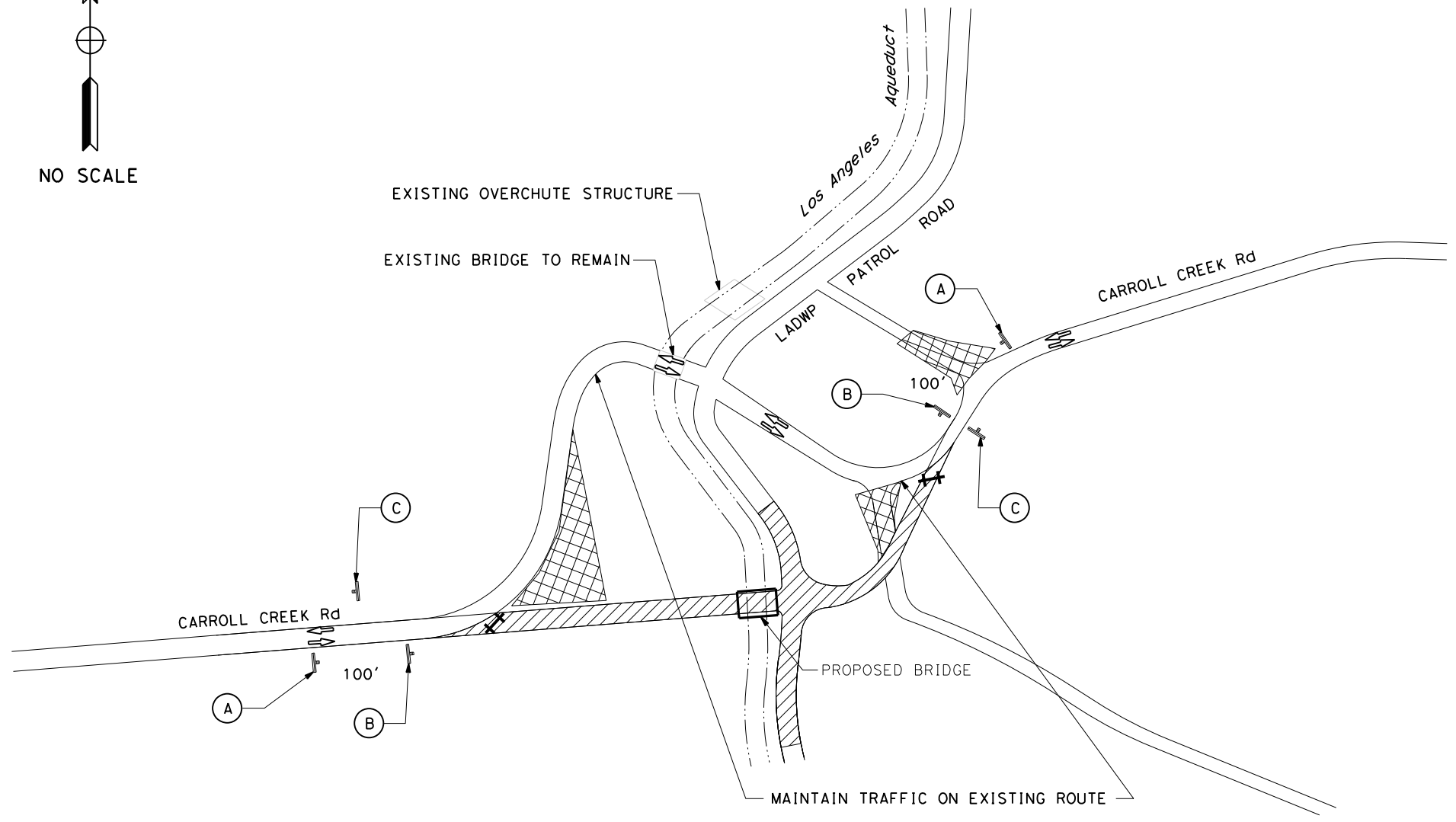
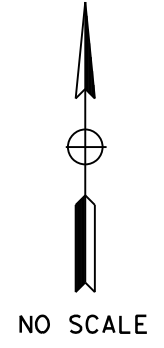


**DRAINAGE PROFILE**  
 NO SCALE  
**DP-2**

INYO COUNTY - DEPARTMENT OF PUBLIC WORKS  
 CONSULTANT - JAMES L. FOSTER JR., PE  
 ROBERT FERGUSON, PE  
 SEJIN OH, PE  
 REVISIONS: XX/XX/XX, XX/XX/XX, XX/XX/XX, XX/XX/XX

- NOTES:**
- THIS PLAN ACCURATE FOR CONSTRUCTION AREA SIGN WORK ONLY.
  - SIGN LOCATIONS ARE APPROXIMATE. EXACT LOCATIONS TO BE DETERMINED BY THE ENGINEER.

- LEGEND:**
- STATIONARY MOUNTED CAS - ONE POST
  - CONSTRUCTION AREA SIGN
  - LIMITS OF WORK
  - DIRECTION OF TRAFFIC
  - TYPE 3 BARRICADE
  - CONTRACTOR STAGING AREA



**CONSTRUCTION AREA SIGN PANELS**

SIGN No.	SIGN CODE		PANEL SIZE (LxD)	SIGN AREA	SINGLE FACED	LEGEND				ROADSIDE
	FEDERAL	CALIFORNIA				SHEETING COLOR	RETROFLECTIVE ASTM TYPE	SHEETING COLOR	RETROFLECTIVE ASTM TYPE	
A	W20-1		24x24	4	X	ORANGE	III	BLACK	III	8
B	M4-10		48x18	6	X	ORANGE	III	BLACK	III	12
C	G20-2		36x18	4.5	X	ORANGE	III	BLACK	III	9

(N) - NOT A SEPARATE PAY ITEM, FOR INFORMATION PURPOSES ONLY

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
09	INY	CR		13	31

XX/XX/XX  
 REGISTERED CIVIL ENGINEER DATE

**95% SUBMITTAL**  
 PLANS APPROVAL DATE

THE COUNTY OF INYO OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

**QUINCY ENGINEERING**

QUINCY ENGINEERING, INC.  
 11017 COBBLEROCK DRIVE  
 RANCHO CORDOVA, CA 95670

**CONSTRUCTION AREA SIGNS**  
 NO SCALE  
**CS-1**

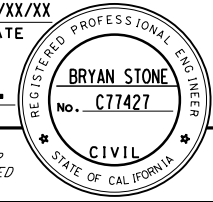
LAST REVISION    DATE PLOTTED => 5/15/2020    TIME PLOTTED => 3:20:16 PM

INYO COUNTY - DEPARTMENT OF PUBLIC WORKS  
 CONSULTANT - JAMES L. FOSTER JR., PE  
 CALCULATED-DRAWN BY  
 ROBERT FERGUSON, PE  
 SEJIN OH, PE  
 REVISOR  
 DATE  
 XX/XX/XX  
 XX/XX/XX  
 XX/XX/XX  
 XX/XX/XX  
 XX/XX/XX  
 XX/XX/XX


Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
09	INY	CR		14	31

XX/XX/XX  
REGISTERED CIVIL ENGINEER DATE

**95% SUBMITTAL**  
PLANS APPROVAL DATE

  
 BRYAN STONE  
 No. C77427  
 CIVIL  
 STATE OF CALIFORNIA

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**QUINCY ENGINEERING**  
 QUINCY ENGINEERING, INC.  
 11017 COBBLEROCK DRIVE  
 RANCHO CORDOVA, CA 95670

DRAINAGE QUANTITIES								
LINE	FROM		TO			36" REINFORCED CONCRETE PIPE LF	36" CONCRETE FLARED END SYSTEM EA	COMMENTS
	FROM	OFFSET	LINE	TO	OFFSET			
"C"	13+60.00	21.00' Rt	"C"	14+05.00	18.00' Lt	59.5	2.0	
"C"	17+90.00	19.00' Lt	"C"	17+90.00	21.00' Rt	39.5	2.0	
TOTAL						99	4	

ROADWAY QUANTITIES																		
LINE	FROM			TO			HOT MIX ASPHALT (TYPE A) TONS	CLASS 2 AGGREGATE BASE CY	BOULDERS EA	ROADWAY EXCAVATION	EMBANKMENT (N) CY	IMPORTED BORROW CY	OBLITERATE SURFACE SQFT	TYPE III BARRICADE EA	ROCK SLOPE PROTECTION (RSP) FABRIC (CLASS 8) SQYD	ROCK SLOPE PROTECTION (RSP) (60 LB, CLASS II, MEHTOD B) CY	ROCK SLOPE PROTECTION (RSP) (150 LB, CLASS II, MEHTOD B) CY	COMMENTS
	FROM	OFFSET	LINE	TO	OFFSET													
"C"	11+80.00	0	"C"	14+40.00	0		175.9											
"C"	11+80.00	0	"C"	15+45.89	0				128.7	870.0	741.3							
"C"	11+80.00												1.0					
"C"	14+15.00	25.00' Lt												8.5				
"C"	14+15.00	25.00' Lt															3.2	
"C"	14+40.00	0	"C"	15+45.89	0		35.2											
"C"	14+40.00	0	"C"	15+35.89	0	32.5												
"C"	15+85.00	200.00' Lt	"C"	18+80.00	9.00' Lt								528.3					
"C"	16+03.89	0	"C"	18+50.00	0		132.9											
"C"	16+03.89	0	"C"	20+60.00	0				783.6	1866.4	1082.8							
"C"	16+10.00	15.00' Lt												14.9				
"C"	16+10.00	15.00' Lt													4.1			
"C"	17+90.00	30.00' Rt												8.5				
"C"	17+90.00	30.00' Rt															3.2	
"C"	18+25.00	Lt	0	00+00.00	0			6.0										
"C"	18+50.00	0	"C"	20+60.00	0		105.0											
"C"	18+50.00	0	"C"	20+60.00	0	131.9												
"L"	50+00.00	0	"L"	51+10.00	0		91.8											
"L"	50+00.00	0	"L"	51+45.18	0				20.8	175.8	155.0							
"L"	51+63.18	0	"L"	53+40.00	0				52.9	204.8	151.9							
"L"	51+90.00	0	"L"	53+40.00	0		125.2											
"C"	53+40.00													1.0				
TOTAL						164	666	6	986	3,117	2,131	528	2	32	4	6		

(N) NOT A SEPARATE BID ITEM

## SUMMARY OF QUANTITIES

NO SCALE **Q-1**

LAST REVISION DATE PLOTTED => 5/15/2020 3:20:17 PM  
 00-00-00 TIME PLOTTED => 3:20:17 PM

INYO COUNTY - DEPARTMENT OF PUBLIC WORKS

CONSULTANT - FUNCTIONAL SUPERVISOR  
JAMES L. FOSTER JR., PE

CALCULATED-DESIGNED BY  
ROBERT FERGUSON, PE

CHECKED BY  
SEJIN OH, PE

REVISED BY  
DATE REVISED

XX/XX/XX  
XX/XX/XX  
XX/XX/XX  
XX/XX/XX  
XX/XX/XX

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
09	INYO	CR		15	31

XX/XX/XX  
REGISTERED CIVIL ENGINEER DATE

**95% SUBMITTAL**  
PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER

BRYAN STONE

No. C77427

CIVIL

STATE OF CALIFORNIA

THE COUNTY OF INYO OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

<b>QUINCY ENGINEERING</b>	QUINCY ENGINEERING, INC. 11017 COBBLEROCK DRIVE RANCHO CORDOVA, CA 95670
---------------------------	--

GUARD RAIL QUANTITIES						
LINE	STATION	OFFSET	ALTERNATIVE CRASH CUSHION (QUADGUARD)	TRANSITION RAILING (TYPE WB-31)	ALTERNATIVE IN-LINE TERMINAL SYSTEM	COMMENTS
			EA	EA	EA	
"C"	15+30.00	Lt		1	1	NW QUADRANT
"C"	15+30.00	Rt		1	1	SW QUADRANT
"C"	16+10.00	Lt	1			NE QUADRANT
"C"	16+10.00	Rt	1			SE QUADRANT
TOTAL			2	2	2	

FENCE QUANTITIES						
LINE	FROM		TO			REMOVE FENCE
	FROM	OFFSET	LINE	TO	OFFSET	
"C"	15+07.00	25.00' Lt	"C"	15+29.00	32.00' Rt	63.70
"C"	15+10.00	230.00' Lt	"C"	16+18.00	144.00' Rt	449.39
TOTAL						513.09

EROSION CONTROL QUANTITIES										
LINE	FROM		TO			HYDROSEED SQFT	TEMPORARY FIBER ROLL LF	TEMPORARY SILT FENCE LF	TEMPORARY DESERT TORTOISE FENCE LF	COMMENTS
	FROM	OFFSET	LINE	TO	OFFSET					
"C"	11+80.00	Rt	"C"	12+85.00	Rt	443				
"C"	11+80.00	Lt	"C"	12+95.00	Lt	888				
"C"	11+80.00	25.00' Lt	"C"	14+70.00	275.00' Lt		438	438	438	
"C"	11+80.00	20.00' Rt	"C"	14+05.00	160.00' Lt		706	706		
"C"	11+80.00	20.00' Rt	"C"	15+30.00	30.00' Rt				354	
"C"	13+10.00	Rt	"C"	15+45.00	Rt	3,142				
"C"	13+45.00	Lt	"C"	15+45.00	Lt	1,770				
"C"	15+35.00	260.00' Lt	"C"	20+60.00	15.00' Lt		581	581	581	
"C"	16+05.00	Rt	"C"	16+25.00	Rt	477				
"C"	16+15.00	Lt	"C"	16+25.00	Lt	525				
"C"	16+25.00	Lt	"C"	20+60.00	Lt	3,094				
"C"	16+35.00	Rt	"C"	20+60.00	Rt	3,249				
"L"	50+00.00	20.00' Lt	"C"	18+21.00	18.20' Lt		257	257		
"L"	50+00.00	20.00' Rt	"L"	53+40.00	18.00' Rt		365	365		
"L"	53+40.00	20.00' Lt	"C"	20+60.00	15.00' Rt		574	574	574	
TOTAL						13,588	2,921	2,921	1,946	

## SUMMARY OF QUANTITIES

NO SCALE

# Q-2

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No	TOTAL SHEETS
09	Iny	C.R.	-	16	31

REGISTERED CIVIL ENGINEER X DATE

**95% SUBMITTAL**

PLANS APPROVAL DATE

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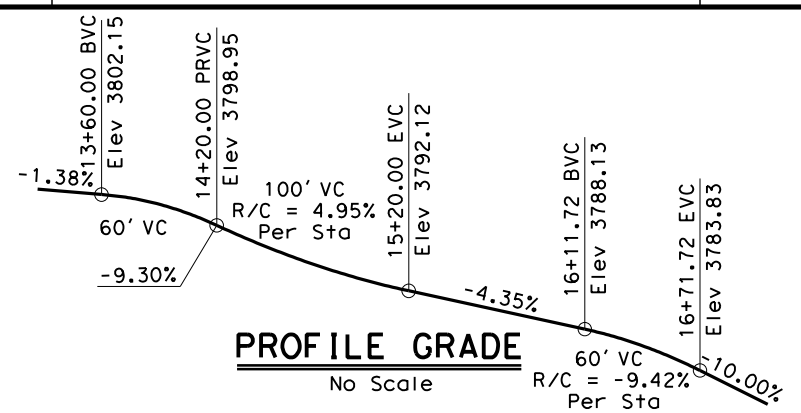
REGISTERED PROFESSIONAL ENGINEER  
**Juan C. Cruz**  
 No. 88803  
 Exp. 6/30/20  
 CIVIL  
 STATE OF CALIFORNIA

QUINCY ENGINEERING, INC  
 11017 Cobblestone Drive, Suite 100  
 Rancho Cordova, CA 95670

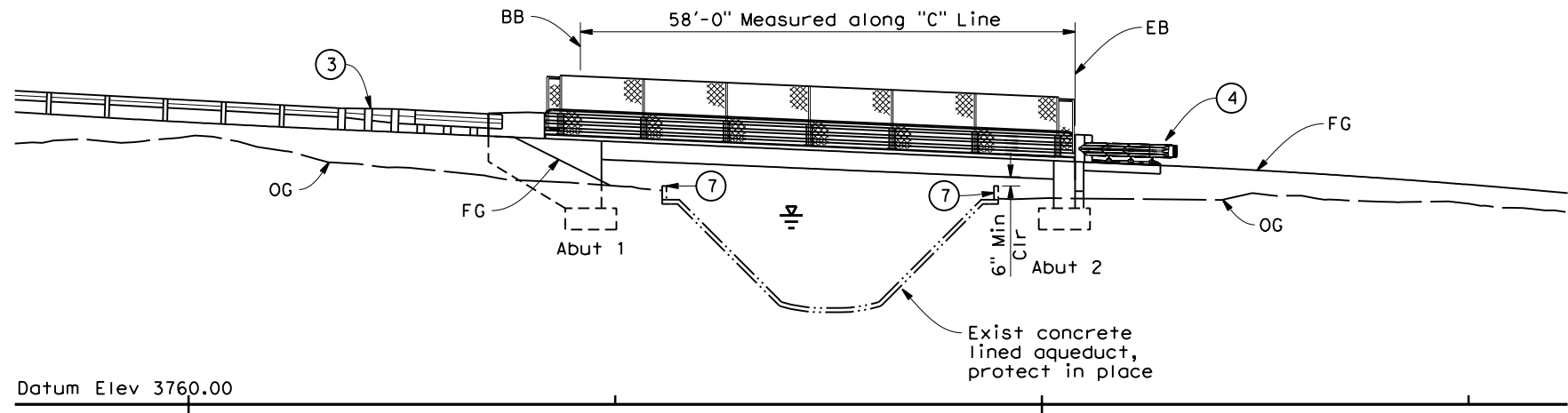
INYO COUNTY - PUBLIC WORKS DEPARTMENT  
 P.O. BOX 0  
 Independence, CA 93526

### INDEX TO PLANS

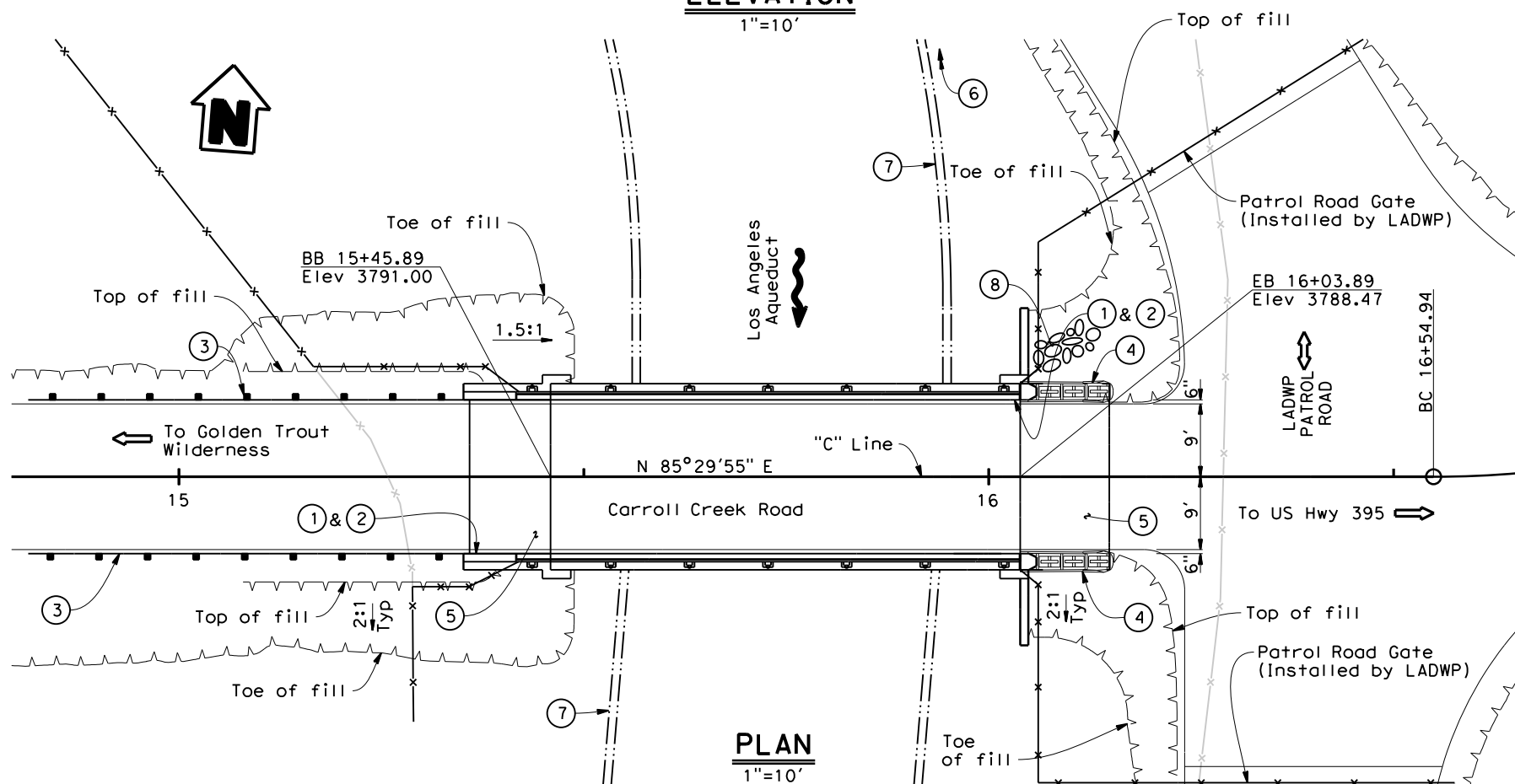
Sheet No.	Title
1	General Plan
2	Deck Contours
3	Foundation Plan
4	Abutment 1 Layout
5	Abutment 1 Details
6	Abutment 2 Layout
7	Abutment 2 Details
8	Typical Section
9	PC/PS Slab Layout
10	PC/PS Slab Details
11	Chain Link Railing Type 2 ST-75 Detail No. 1
12	Chain Link Railing Type 2 ST-75 Detail No. 2
13	Bridge Rail Details No. 1
14	Bridge Rail Details No. 2
15	Bridge Rail Details No. 3
16	Log of Test Borings



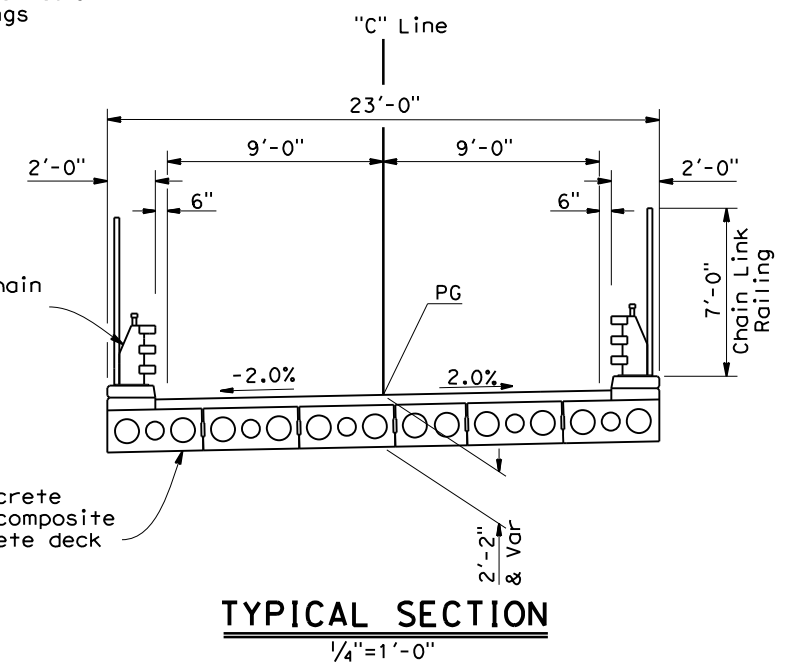
**PROFILE GRADE**  
 No Scale



**ELEVATION**  
 1"=10'



**PLAN**  
 1"=10'



**TYPICAL SECTION**  
 1/4"=1'-0"

**Notes:**

- ① Paint Bridge "Br No. 48C0052"
  - ② Paint "Los Angeles Aqueduct"
  - ③ Midwest Guardrail System, see Road Plans
  - ④ Quadguard System or equivalent, see Road Plans
  - ⑤ Structure Approach, Type E0 (10)
  - ⑥ Existing bridge 48C-0011 to remain (not shown)
  - ⑦ Existing Splash Guard, protect in place
  - ⑧ RSP, see Road Plans
- Existing structure  
 -x-x- Existing LADWP fencing to remain, see Road Plans  
 -x-x- Fencing (to be placed by LADWP)  
 -x-x- Existing LADWP fencing to be removed, see Road Plans
- For General Notes, see "Deck Contours" sheet  
 For Hydrologic Summary, see "Foundation" sheet

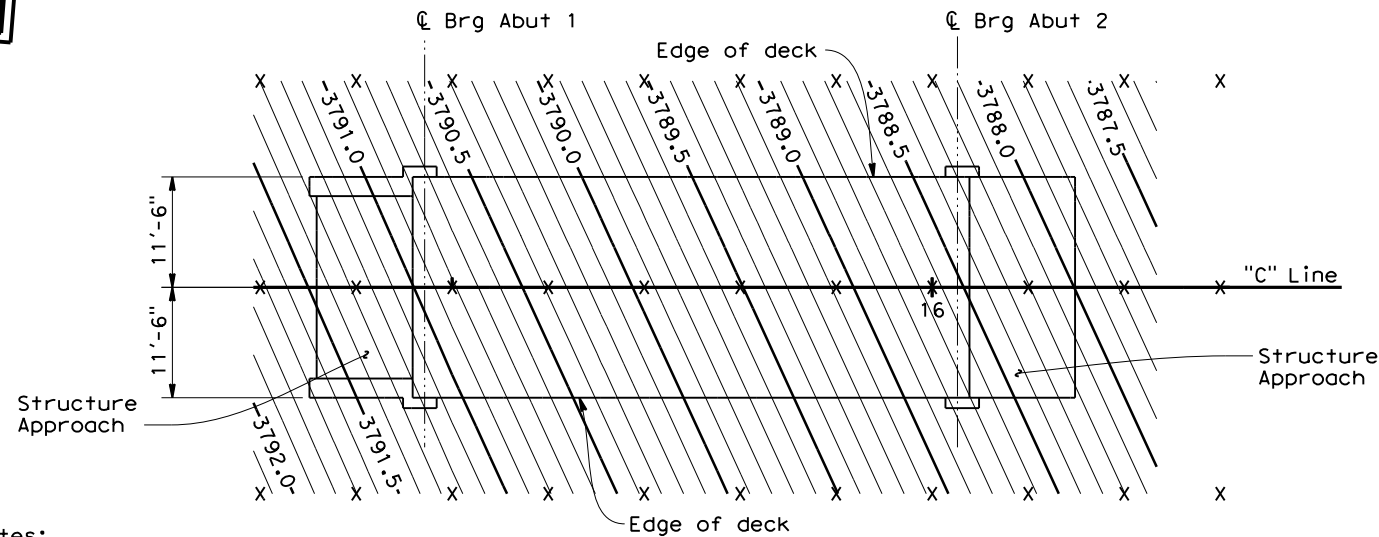
DESIGN	BY A. Hanson/J. Cruz	CHECKED M. Nguyen/S. McCauley	LOAD & RESISTANCE FACTOR DESIGN	LIVE LOADING: HL93 W/"LOW-BOY"; PERMIT DESIGN VEHICLE
DETAILS	BY B. Maechler	CHECKED M. Nguyen/S. McCauley	LAYOUT	BY A. Hanson/J. Cruz
QUANTITIES	BY M. Nguyen	CHECKED J. Wilson	SPECIFICATIONS	BY K. Gallagher

**PREPARED FOR THE**  
**INYO COUNTY**  
**PUBLIC WORKS DEPARTMENT**

ROBERT FERGUSON  
 PROJECT ENGINEER

**LOS ANGELES AQUEDUCT BRIDGE**  
**ON CARROLL CREEK ROAD**  
**GENERAL PLAN**





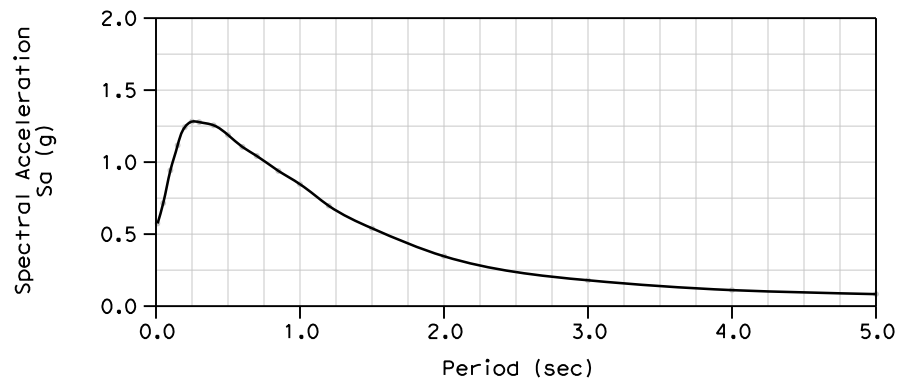
Notes:

X = 10' intervals along station line

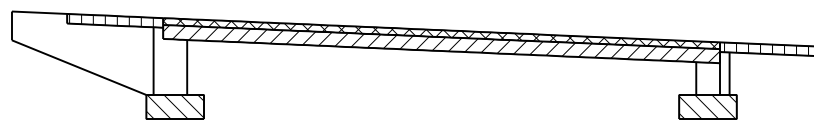
Contours Intervals = 0.10'

Contours do not include camber

**PLAN**  
1"=10'



**ACCELERATION RESPONSE SPECTRA CURVE**  
No Scale

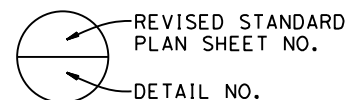
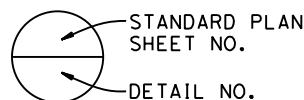


- Structural Concrete, Approach Slab (Type E0)
- Structural Concrete, Bridge (Polymer Fiber) (f'c = 4.5 ksi at 28 days)
- Structural Concrete, Bridge
- Structural Concrete, Bridge Footing
- Precast Prestressed Slab, see "PC/PS Slab Layout" sheet for concrete strength requirements

**CONCRETE STRENGTH AND TYPE LIMITS**  
No Scale

**STANDARD PLANS DATED 2018**

- A3A Abbreviations (Sheet 1 of 3)
- A3B Abbreviations (Sheet 2 of 3)
- A3C Abbreviations (Sheet 3 of 3)
- A10A Legend - Lines and Symbols (Sheet 1 of 5)
- A10B Legend - Lines and Symbols (Sheet 2 of 5)
- A10C Legend - Lines and Symbols (Sheet 3 of 5)
- A10D Legend - Lines and Symbols (Sheet 4 of 5)
- A10E Legend - Lines and Symbols (Sheet 5 of 5)
- A10F Legend - Soil (Sheet 1 of 2)
- A10G Legend - Soil (Sheet 2 of 2)
- A10H Legend - Rock
- A62C Limits of Payment for Excavation and Backfill- Bridge
- RSP B0-1 Bridge Details
- B0-3 Bridge Details
- B0-5 Bridge Details
- B0-13 Bridge Details
- B6-21 Joint Seals (Maximum Movement Rating = 2")
- B9-4 Structure Approach - Type E0 (10)
- B9-5 Structure Approach - Slab Details



**QUANTITIES**

Structure Excavation (Bridge)	63 CY
Structure Backfill (Bridge)	34 CY
Structural Concrete, Bridge Footing	30 CY
Structural Concrete, Bridge	41 CY
Structural Concrete, Bridge (Polymer Fiber)	25 CY
Structural Concrete, Approach Slab (Type E0)	18 CY
Drill and Bond Dowel (Chemical Adhesive)(LF)	17 LF
Furnish Precast Prestressed Concrete Slab (Type SIV)	1334 SQFT
Erect Precast Prestressed Concrete Deck Unit	6 EA
Joint Seal (MR=1/2")	46 LF
Bar Reinforcing Steel (Bridge)	8,544 LBS
Bar Reinforcing Steel (Epoxy Coated)	37 LBS
California ST-75 Barrier Rail (Mod)	137.5 LF

**GENERAL NOTES  
LOAD AND RESISTANCE FACTOR DESIGN**

- DESIGN: AASHTO LRFD Bridge Design Specifications, 6th edition and with Caltrans Amendments, preface dated January 2014
- SEISMIC DESIGN: Caltrans Seismic Design Criteria (SDC), version 1.7, dated April 2013.
- DEAD LOAD: Includes 35 psf for future wearing surface.
- LIVE LOADING: HL93 with "Lowboy" and permit design load.
- SEISMIC LOADING: Soil profile Vs = 408 m/s  
Moment Magnitude Mmax = 6.7  
Peak Ground Acceleration = 0.574 g  
see ARS Curve
- REINFORCED CONCRETE: fy = 60 ksi  
f'c = 3.6 ksi  
n = 8
- PRESTRESSED CONCRETE: See "Prestressing Notes" on "PC/PS Slab Layout" sheet.

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No	TOTAL SHEETS
09	Inyo	C.R.	-	17	31

REGISTERED CIVIL ENGINEER X DATE

**95% SUBMITTAL**

PLANS APPROVAL DATE

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STATE OF CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER  
Juan C. Cruz  
No. 88803  
Exp. 6/30/20  
CIVIL

**QUINCY ENGINEERING**

INYO COUNTY - PUBLIC WORKS DEPARTMENT  
P.O. BOX 0  
Independence, CA 93526

X	DESIGN OVERSIGHT
X	SIGN OFF DATE

DESIGN	BY A. Hanson/J. Cruz	CHECKED M. Nguyen/S. McCauley
DETAILS	BY B. Maechler	CHECKED M. Nguyen/S. McCauley
QUANTITIES	BY M. Nguyen	CHECKED J. Wilson

**PREPARED FOR THE  
INYO COUNTY  
PUBLIC WORKS DEPARTMENT**

ROBERT FERGUSON PROJECT ENGINEER	BRIDGE NO. 48C0052
	POST MILE -

**LOS ANGELES AQUEDUCT BRIDGE  
ON CARROLL CREEK ROAD  
DECK CONTOURS**

DESIGN DETAIL SHEET (ENGLISH) (REV.03/14/12)

ORIGINAL SCALE IN INCHES FOR REDUCED PLANS

0	1	2	3
---	---	---	---

UNIT: X  
PROJECT NUMBER & PHASE: X  
CONTRACT NO.: X

DISREGARD PRINTS BEARING EARLIER REVISION DATES	REVISION DATES	SHEET 2	OF 16
---	----------------	---------	-------

USERNAME => Kevin.williams PLOTTED => 5/15/2020 3:11:45 PM

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No	TOTAL SHEETS
09	Inyo	C.R.	-	18	31

REGISTERED CIVIL ENGINEER X DATE

**95% SUBMITTAL**

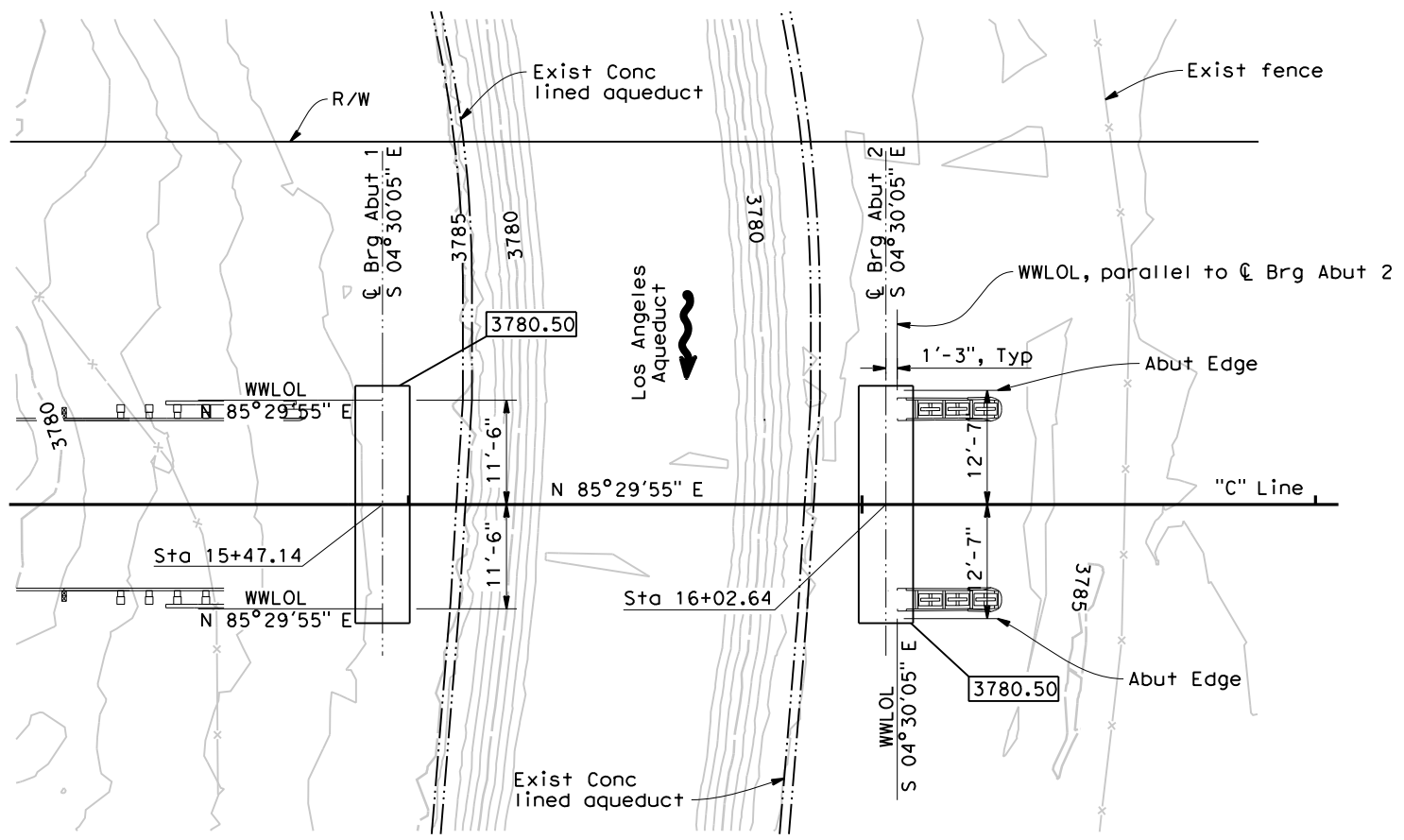
PLANS APPROVAL DATE

Juan C. Cruz  
No. 88803  
Exp. 6/30/20  
CIVIL  
STATE OF CALIFORNIA

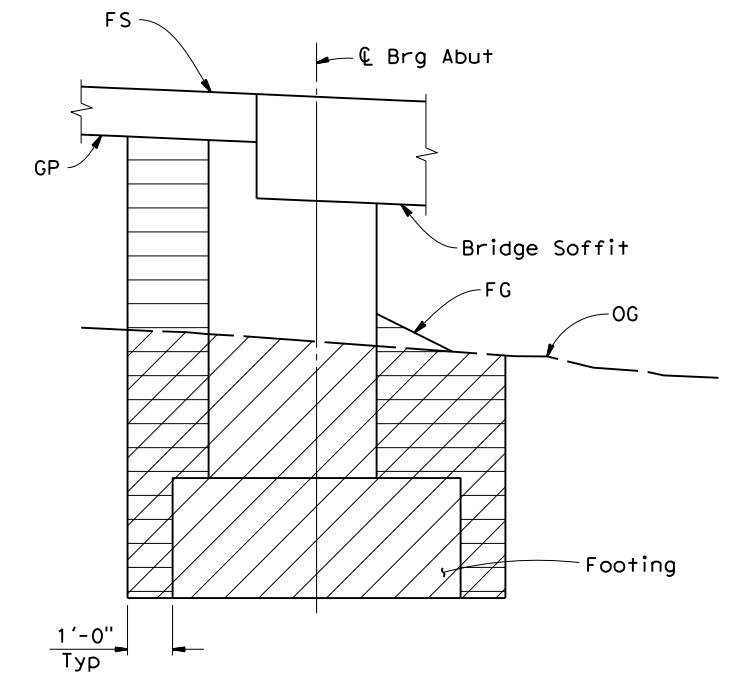
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**QUINCY ENGINEERING**

INYO COUNTY - PUBLIC WORKS DEPARTMENT  
P.O. BOX 0  
Independence, CA 93526



Legend:  
xxx.x Indicates bottom of footing elevation



Indicates Structure Excavation (Bridge)  
Indicates Structure Backfill (Bridge)

**LIMITS OF PAYMENT FOR EXCAVATION AND BACKFILL**  
No Scale

**PLAN**  
1"=10'

**SCOUR DATA TABLE**

SUPPORT No.	LONG TERM (DEGRADATION AND CONTRACTION) SCOUR ELEVATION (ft)	SHORT TERM (LOCAL) SCOUR DEPTH (ft)
Abut 1	N/A	N/A
Abut 2	N/A	N/A

**LA AQUEDUCT HYDRAULIC CRITERIA**

Los Angeles Department of Water and Power provided the following design criteria for the proposed bridge over this controlled flow canal:

	Required	Provided
Bridge Soffit Elevation distance above Existing Bridge Soffit:	2.00'	2.02'
Bridge Soffit Elevation distance above Existing Splash Guard:	0.50'	0.62'

\* Soffit elevation over LA Aqueduct is set per LADWP requirements

**LOAD AND RESISTANCE FACTOR DESIGN SPREAD FOOTING DATA TABLE**

SUPPORT LOCATION	SERVICE <sup>2</sup> PERMISSIBLE NET CONTACT STRESS (SETTLEMENT) (ksf)	STRENGTH/CONSTRUCTION <sup>3</sup> FACTORED GROSS NOMINAL BEARING RESISTANCE (RESISTANCE FACTOR=0.50) (ksf)	EXTREME EVENT <sup>3</sup> FACTORED GROSS NOMINAL BEARING RESISTANCE (RESISTANCE FACTOR=1.00) (ksf)
Abut 1	37.9	11.3	N/A
Abut 2	39.8	11.0	N/A

Notes:  
1. Controlling load combination is the one resulting in the highest ratio of  $q_{g,u}/q_R$  for foundations on soil, or  $q_{g,max}/q_R$  for foundation on rock.  
2. Controlling load combination for Service Limit States is the one resulting in the highest ratio of  $q_{n,u}/q_{pn}$  for foundations on soil.  
3. Controlling load combination for Strength, and Construction is the one resulting in the highest ratio of  $q_{g,u}/q_R$  for foundations on soil.

**BENCH MARK DATA**

No.	NORTHING	EASTING	ELEVATION	LINE	STATION	OFFSET	DESCRIPTION
1	2063144.764	6843666.798	3782.96'	"C"	19+28.17	139.92' Lt	CP-1
10	2063271.363	6843091.295	3811.44'	"C"	11+29.75	445.68' Lt	CP-X on Mon Well

For benchmark locations outside of the plan limits shown above, see Road Plans.

X DESIGN OVERSIGHT	SCALE: As Noted	VERT. DATUM: NAVD '88	HORIZ. DATUM: CA Cord. Sys. Zone 4	DESIGN BY: A. Hanson/J. Cruz	CHECKED: M. Nguyen/S. McCauley	PREPARED FOR THE <b>INYO COUNTY</b> PUBLIC WORKS DEPARTMENT	BRIDGE NO. 48C0052	<b>LOS ANGELES AQUEDUCT BRIDGE ON CARROLL CREEK ROAD</b>
	X SIGN OFF DATE	DATE OF SURVEY: 04/2015	ALIGNMENT TIES: See "BENCH MARK DATA"	DETAILS BY: B. Maechler	CHECKED: M. Nguyen/S. McCauley		PROJECT ENGINEER ROBERT FERGUSON	
	SURVEYED BY: Jim Thornton	DRAFTED BY: Alfonso Dabu	QUANTITIES BY: M. Nguyen	CHECKED: J. Wilson		UNIT: X	CONTRACT NO.: X	REVISION DATES
	FIELD CHECKED BY: Alfonso Dabu	CHECKED BY: Ryan Kotey				PROJECT NUMBER & PHASE: X		SHEET 3 OF 16

DESIGN DETAIL SHEET (ENGLISH) (REV.03/14/12)

ORIGINAL SCALE IN INCHES FOR REDUCED PLANS: 0 1 2 3

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DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No	TOTAL SHEETS
09	Inyo	C.R.	-	19	31

REGISTERED CIVIL ENGINEER X DATE

**95% SUBMITTAL**

PLANS APPROVAL DATE

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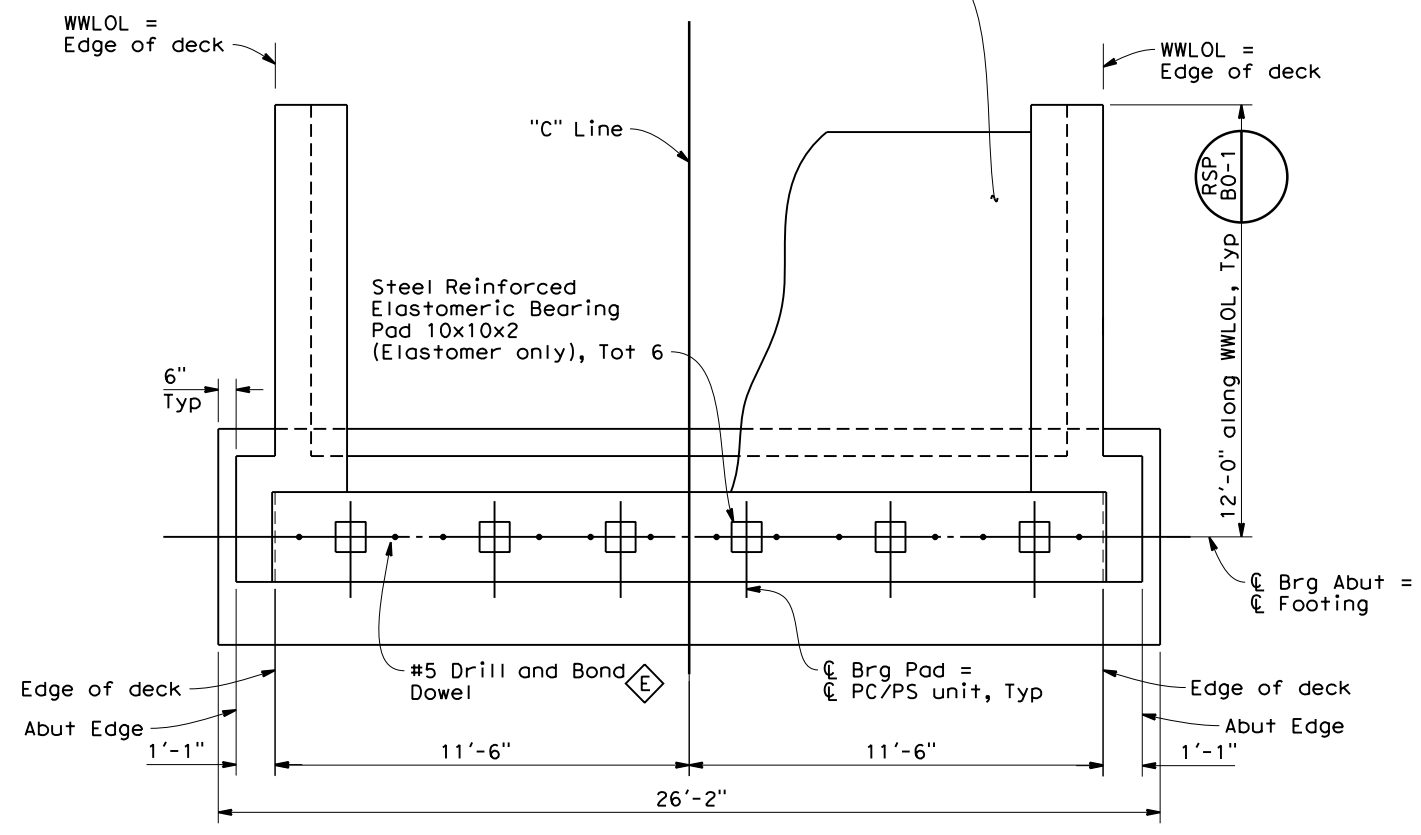
REGISTERED PROFESSIONAL ENGINEER  
 Juan C. Cruz  
 No. 88803  
 Exp. 6/30/20  
 CIVIL  
 STATE OF CALIFORNIA

**QUINCY ENGINEERING**

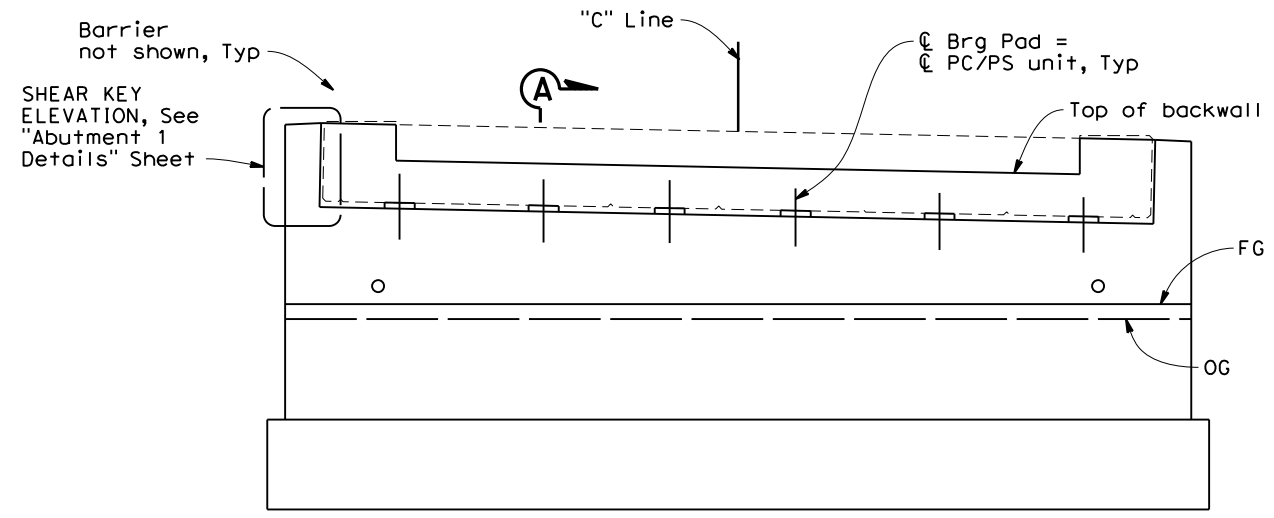
INYO COUNTY - PUBLIC WORKS DEPARTMENT  
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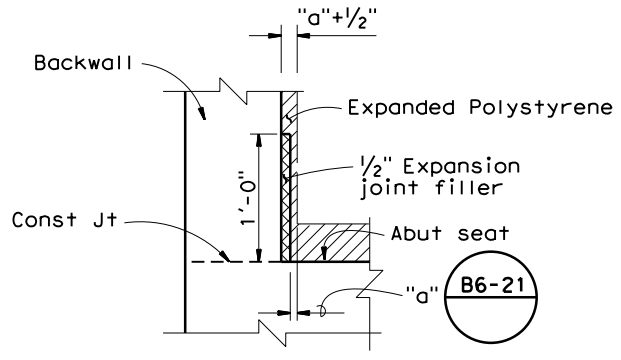
B9-4 B9-5 Structure Approach, Type E0 (10)



**PLAN**  
 $\frac{3}{8}'' = 1'-0''$



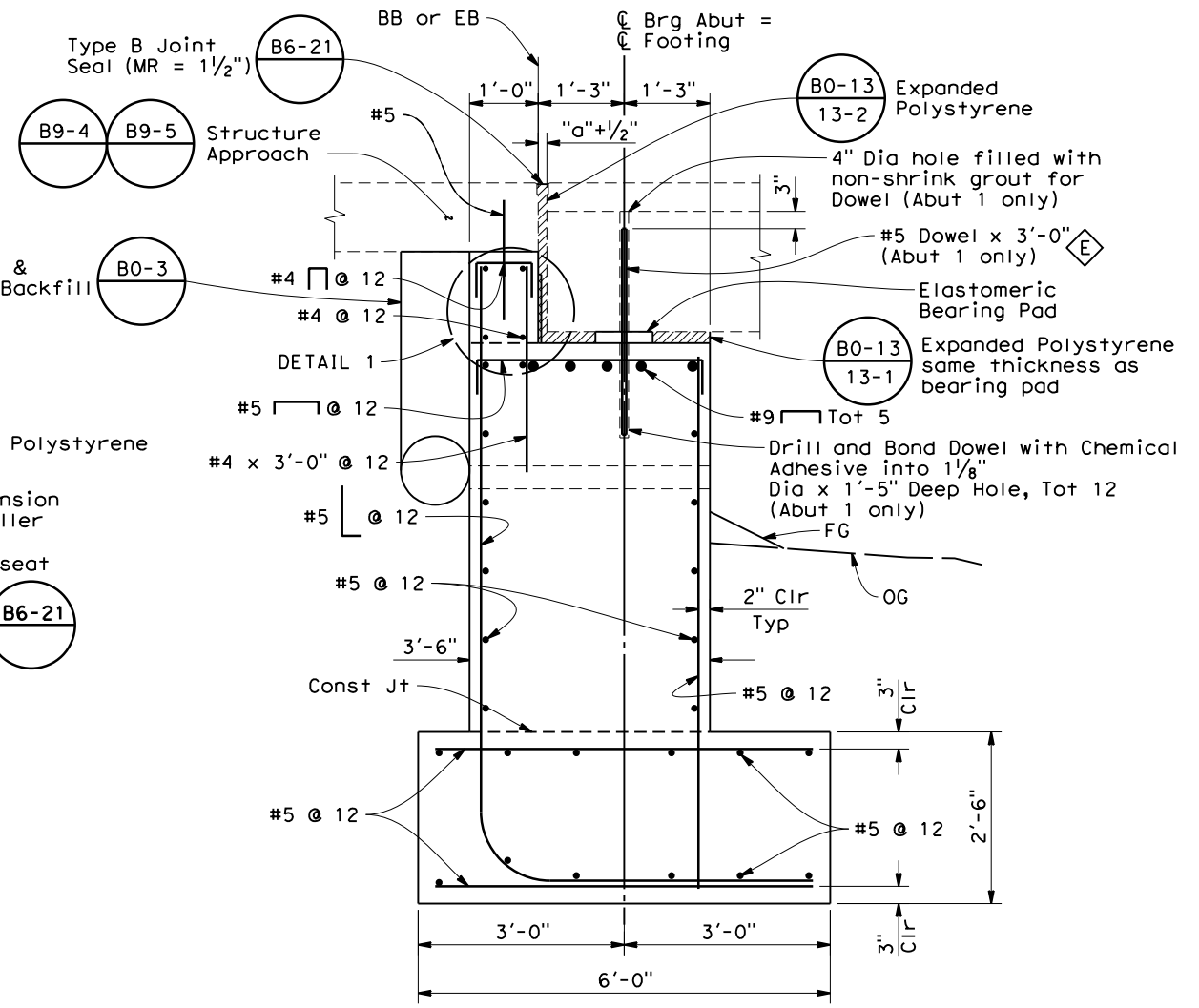
**ELEVATION**  
 $\frac{3}{8}'' = 1'-0''$



**DETAIL 1**  
 No Scale

Notes:  
 1. For sections and details not shown, see "Abutment Details No. 1" and "Abutment Details No. 2" sheets.

Legend:  
 ⬡ Denotes epoxy coated reinforcement



(Abutment 1 shown, Abutment 2 similar, except where noted)

X DESIGN OVERSIGHT  
 X SIGN OFF DATE

DESIGN	BY A. Hanson/J. Cruz	CHECKED M. Nguyen/S. McCauley
DETAILS	BY B. Maechler	CHECKED M. Nguyen/S. McCauley
QUANTITIES	BY M. Nguyen	CHECKED J. Wilson

**PREPARED FOR THE INYO COUNTY PUBLIC WORKS DEPARTMENT**

ROBERT FERGUSON  
 PROJECT ENGINEER

**LOS ANGELES AQUEDUCT BRIDGE ON CARROLL CREEK ROAD ABUTMENT 1 LAYOUT**

DESIGN DETAIL SHEET (ENGLISH) (REV.03/14/12)

ORIGINAL SCALE IN INCHES FOR REDUCED PLANS

UNIT: PROJECT NUMBER & PHASE: X CONTRACT NO.: X

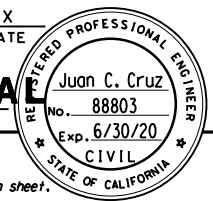
DISREGARD PRINTS BEARING EARLIER REVISION DATES

REVISION DATES	SHEET	OF
X	4	16

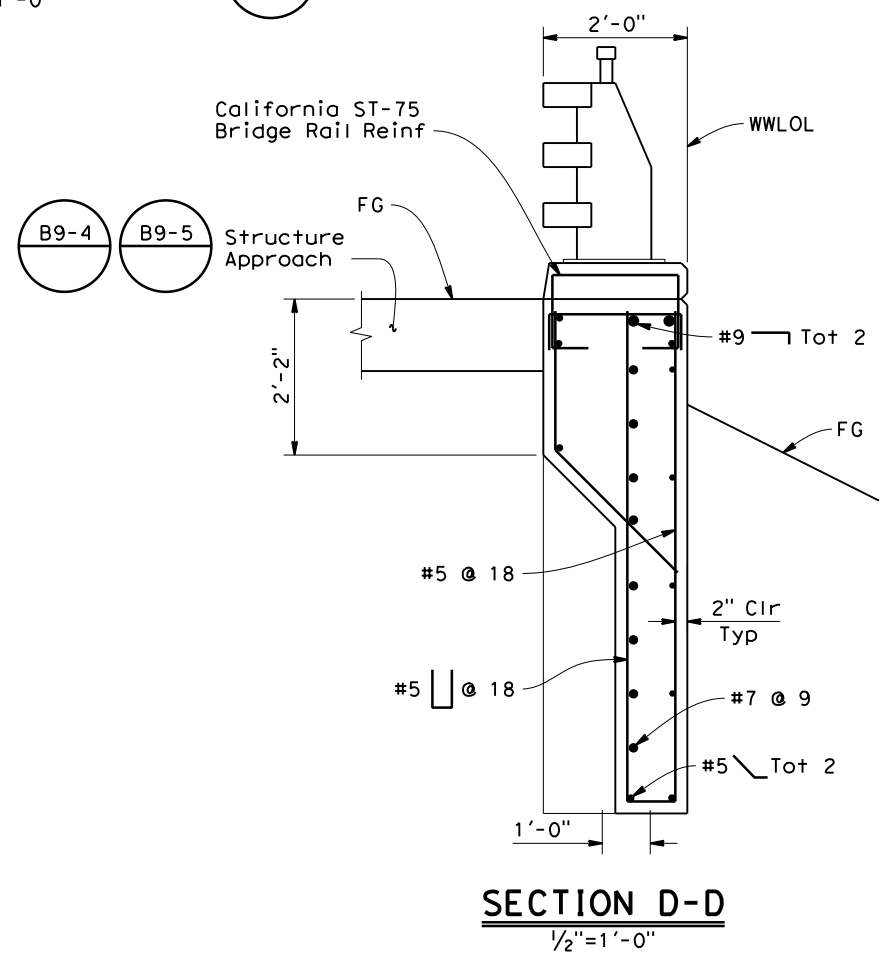
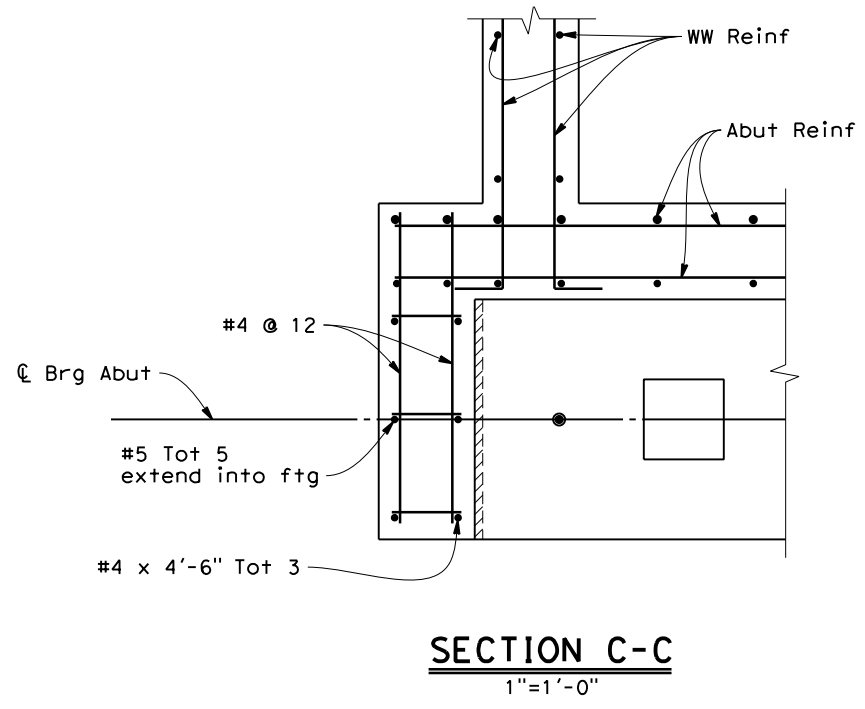
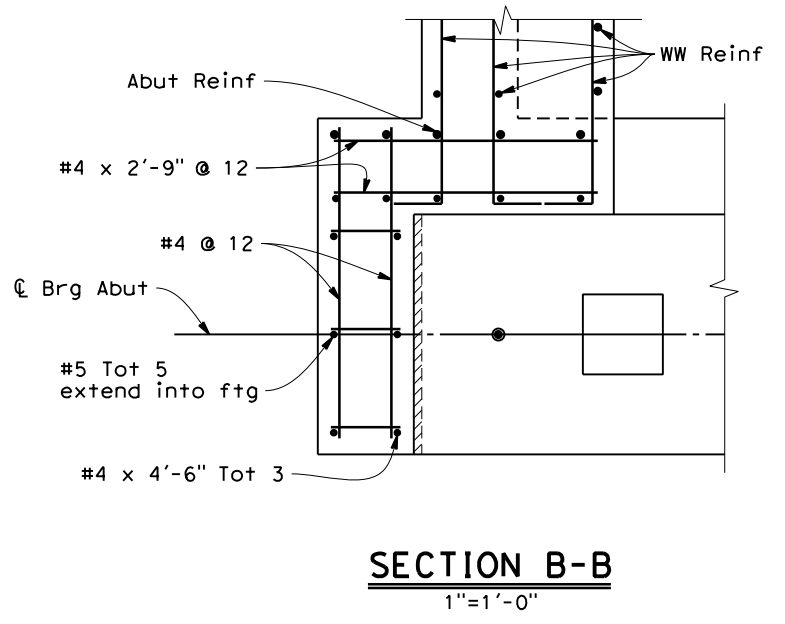
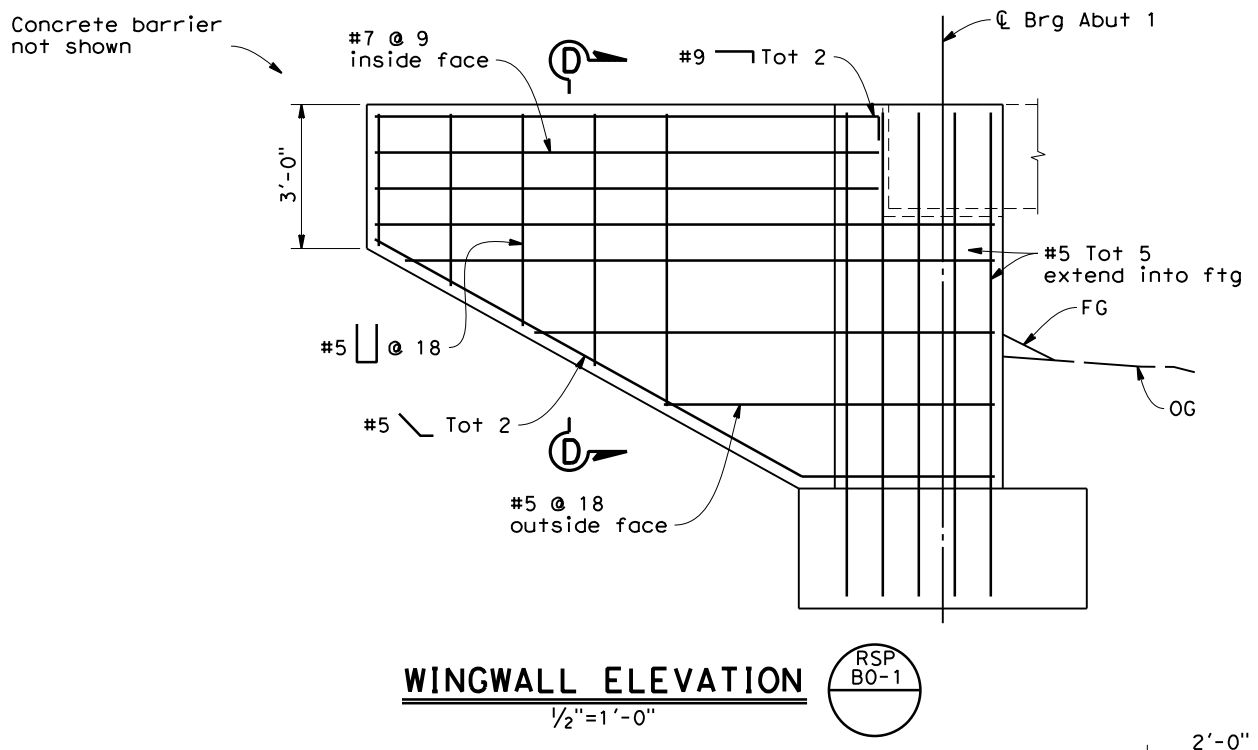
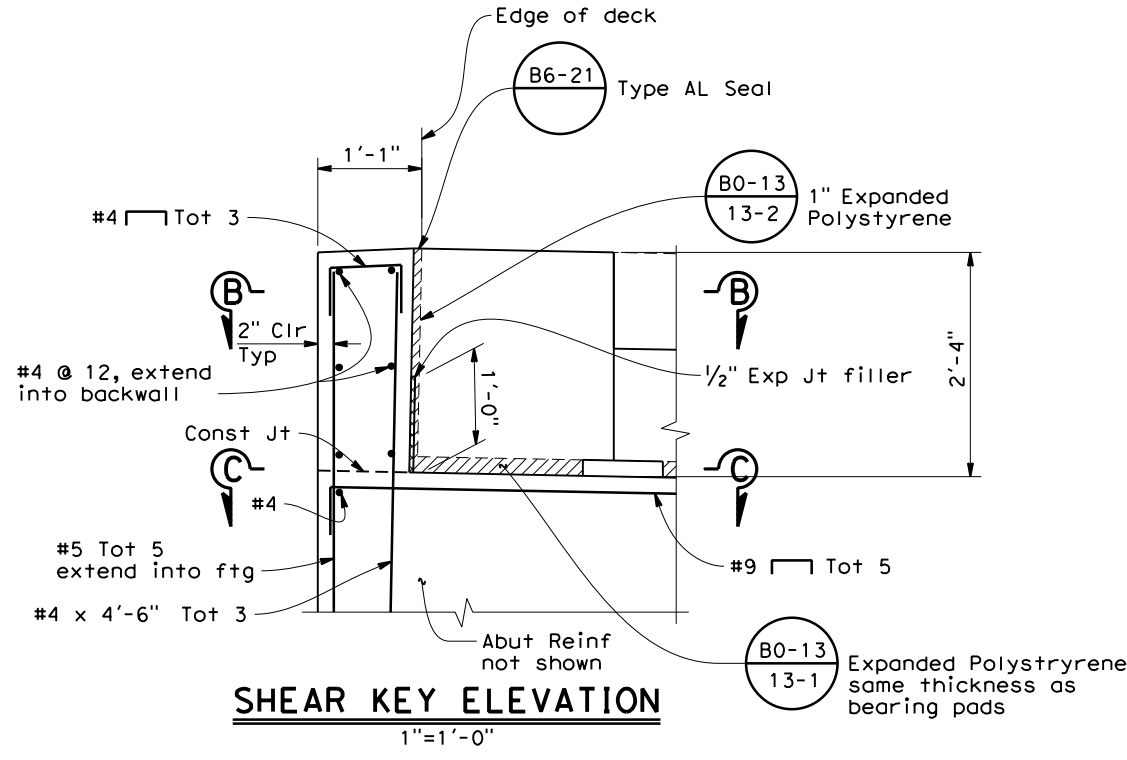
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DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No	TOTAL SHEETS
09	Iny	C.R.	-	20	31

REGISTERED CIVIL ENGINEER X DATE  
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 PLANS APPROVAL DATE  
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X	DESIGN OVERSIGHT
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DESIGN	BY A. Hanson/J. Cruz	CHECKED M. Nguyen/S. McCauley
DETAILS	BY B. Maechler	CHECKED M. Nguyen/S. McCauley
QUANTITIES	BY M. Nguyen	CHECKED J. Wilson

**PREPARED FOR THE INYO COUNTY PUBLIC WORKS DEPARTMENT**

BRIDGE NO.	48C0052
POST MILE	-

**LOS ANGELES AQUEDUCT BRIDGE ON CARROLL CREEK ROAD ABUTMENT 1 DETAILS**

DESIGN DETAIL SHEET (ENGLISH) (REV.03/14/12)

ORIGINAL SCALE IN INCHES FOR REDUCED PLANS

UNIT: PROJECT NUMBER & PHASE: X CONTRACT NO.: X

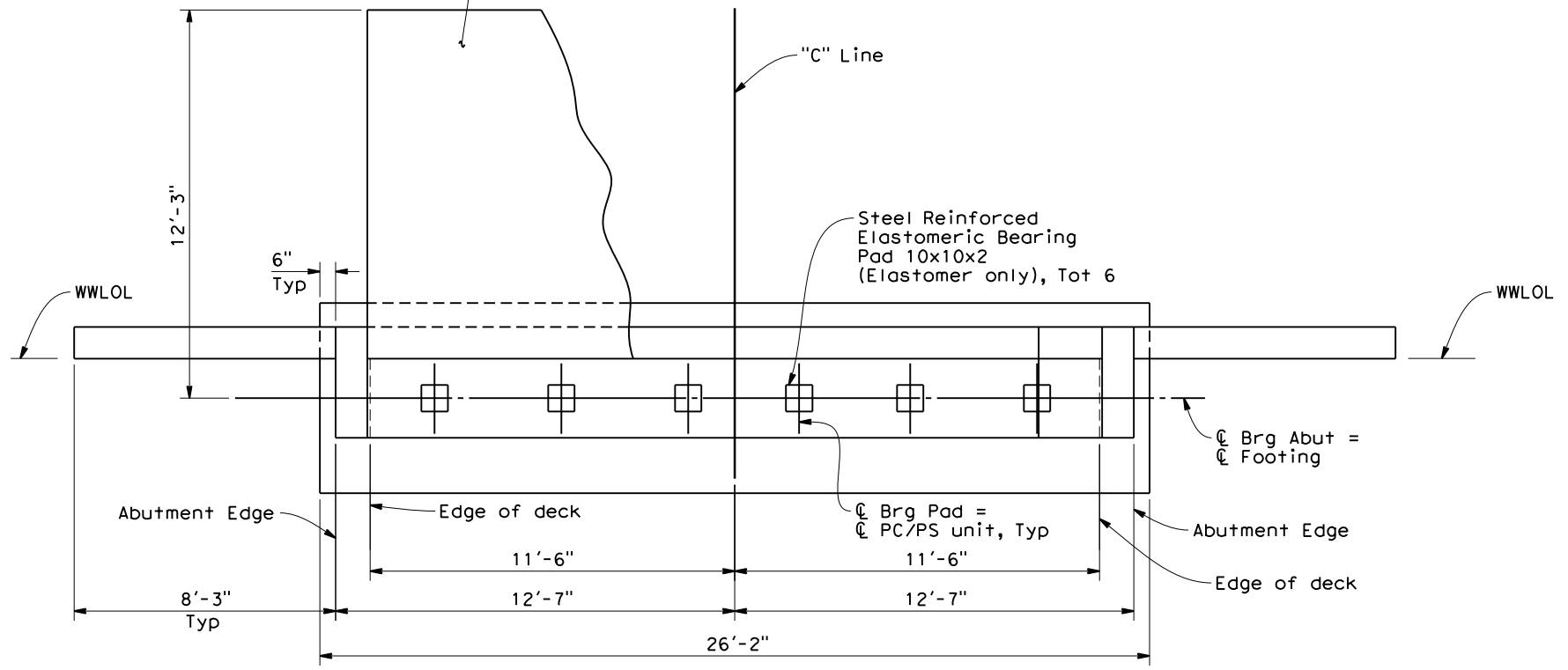
REVISION DATES	SHEET	OF
X	5	16

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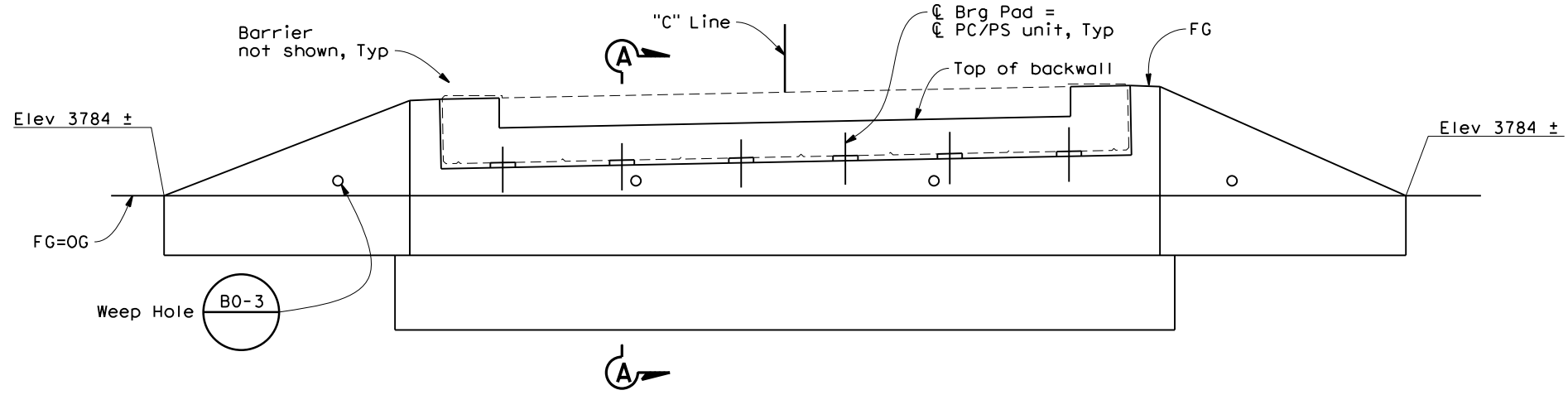
DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No	TOTAL SHEETS
09	Inyo	C.R.	-	21	31



B9-4 B9-5 Structure Approach, Type E0 (10, Mod)



**PLAN**  
3/8" = 1'-0"



**ELEVATION**  
3/8" = 1'-0"

Notes:  
1. For sections and details not shown, see Abutment Details and "Abutment 1 Layout" sheets.

REGISTERED CIVIL ENGINEER X DATE \_\_\_\_\_

**95% SUBMITTAL**

PLANS APPROVAL DATE \_\_\_\_\_

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REGISTERED PROFESSIONAL ENGINEER  
Juan C. Cruz  
No. 88803  
Exp. 6/30/20  
CIVIL  
STATE OF CALIFORNIA

**QUINCY ENGINEERING**

INYO COUNTY - PUBLIC WORKS DEPARTMENT  
P.O. BOX 0  
Independence, CA 93526

X	DESIGN OVERSIGHT
X	SIGN OFF DATE

DESIGN	BY A. Hanson/J. Cruz	CHECKED M. Nguyen/S. McCauley
DETAILS	BY B. Maechler	CHECKED M. Nguyen/S. McCauley
QUANTITIES	BY M. Nguyen	CHECKED J. Wilson

**PREPARED FOR THE INYO COUNTY PUBLIC WORKS DEPARTMENT**

ROBERT FERGUSON  
PROJECT ENGINEER

BRIDGE NO.	48C0052
POST MILE	-

**LOS ANGELES AQUEDUCT BRIDGE ON CARROLL CREEK ROAD ABUTMENT 2 LAYOUT**

DESIGN DETAIL SHEET (ENGLISH) (REV.03/14/12)

ORIGINAL SCALE IN INCHES FOR REDUCED PLANS

0 1 2 3

UNIT: PROJECT NUMBER & PHASE: X

CONTRACT NO.: X

REVISION DATES	SHEET	OF
X	6	16

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DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No	TOTAL SHEETS
09	Inyo	C.R.	-	22	31

REGISTERED CIVIL ENGINEER X DATE

**95% SUBMITTAL**

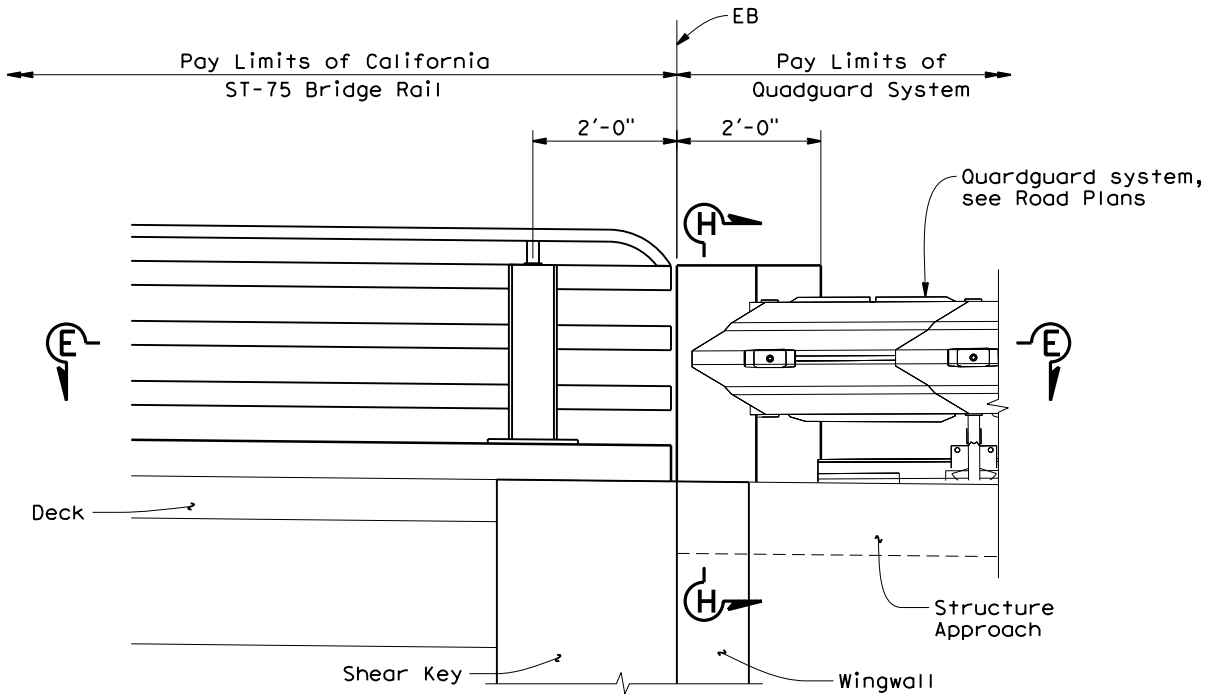
PLANS APPROVAL DATE

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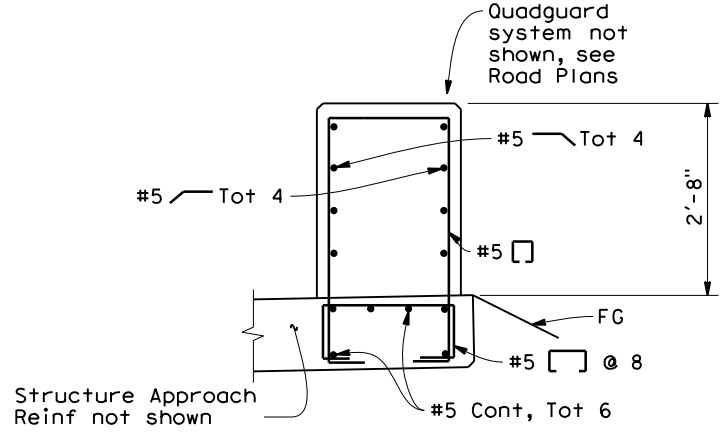
REGISTERED PROFESSIONAL ENGINEER  
 Juan C. Cruz  
 No. 88803  
 Exp. 6/30/20  
 CIVIL  
 STATE OF CALIFORNIA

**QUINCY ENGINEERING**

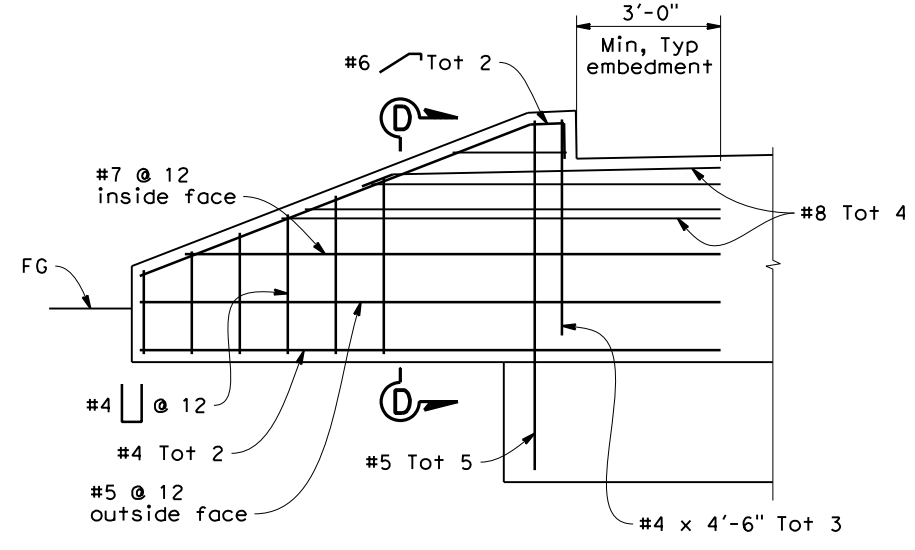
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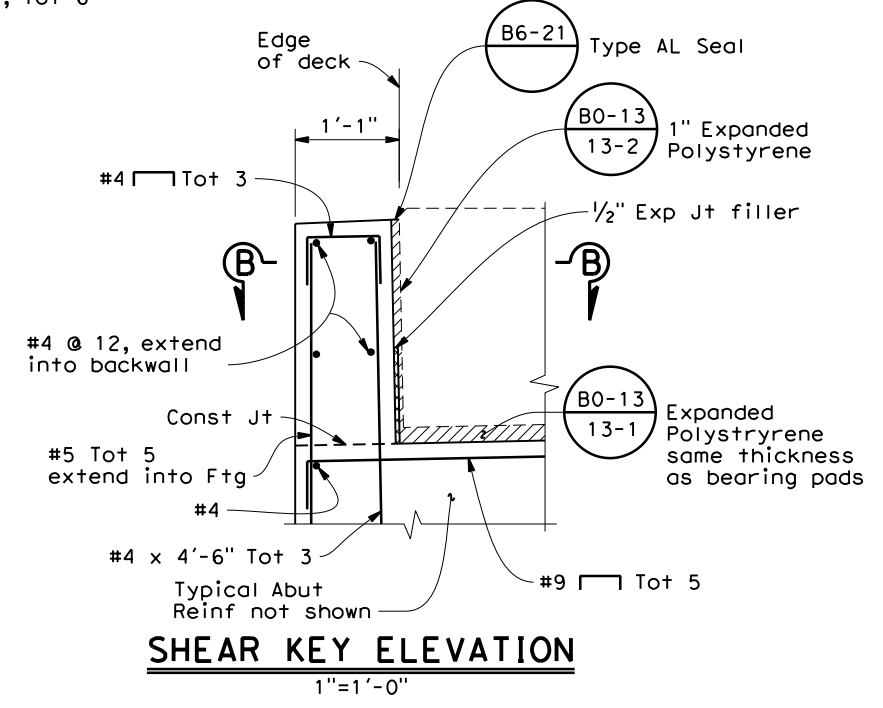
**GUARDRAIL CONNECTION**  
 $\frac{3}{4}''=1'-0''$



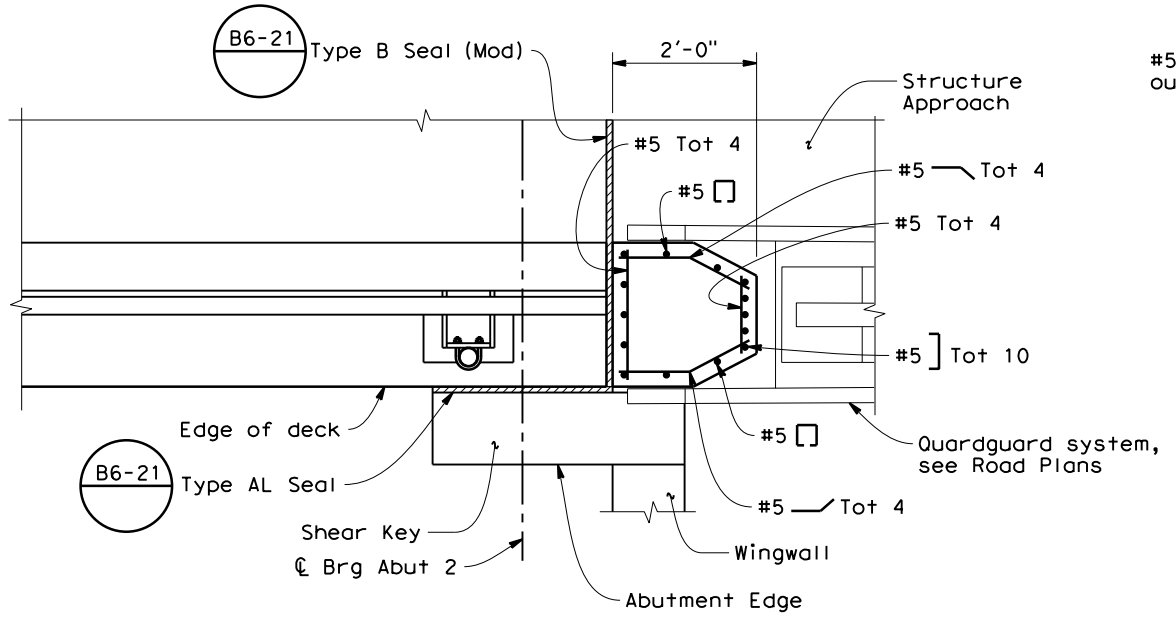
**SECTION H-H**  
 $\frac{3}{4}''=1'-0''$



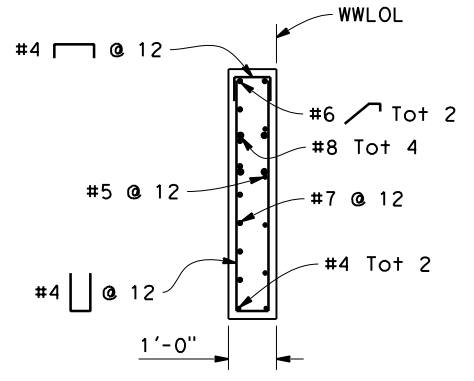
**WINGWALL ELEVATION**  
 $\frac{1}{2}''=1'-0''$



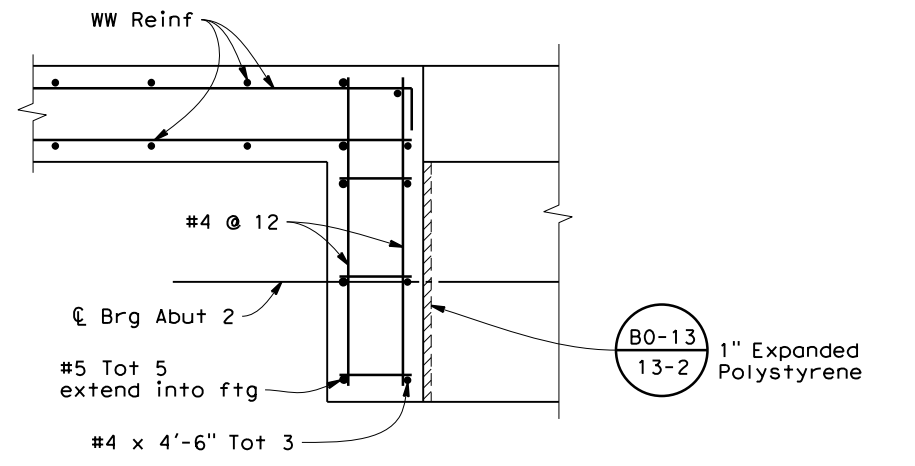
**SHEAR KEY ELEVATION**  
 $1''=1'-0''$



**SECTION E-E**  
 $\frac{3}{4}''=1'-0''$



**SECTION D-D**  
 $\frac{1}{2}''=1'-0''$



**SECTION B-B**  
 $1''=1'-0''$

X	DESIGN OVERSIGHT
X	SIGN OFF DATE

DESIGN	BY A. Hanson/J. Cruz	CHECKED M. Nguyen/S. McCauley
DETAILS	BY B. Maechler	CHECKED M. Nguyen/S. McCauley
QUANTITIES	BY M. Nguyen	CHECKED J. Wilson

PREPARED FOR THE	
INYO COUNTY	
PUBLIC WORKS DEPARTMENT	

BRIDGE NO.	48C0052
PROJECT ENGINEER	ROBERT FERGUSON
POST MILE	-

LOS ANGELES AQUEDUCT BRIDGE ON CARROLL CREEK ROAD	
ABUTMENT 2 DETAILS	

DESIGN DETAIL SHEET (ENGLISH) (REV.03/14/12)

ORIGINAL SCALE IN INCHES FOR REDUCED PLANS

0	1	2	3
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UNIT: PROJECT NUMBER & PHASE: X CONTRACT NO.: X

DISREGARD PRINTS BEARING EARLIER REVISION DATES	REVISION DATES	SHEET 7 OF 16
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DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No	TOTAL SHEETS
09	Inyo	C.R.	-	23	31

REGISTERED CIVIL ENGINEER X DATE

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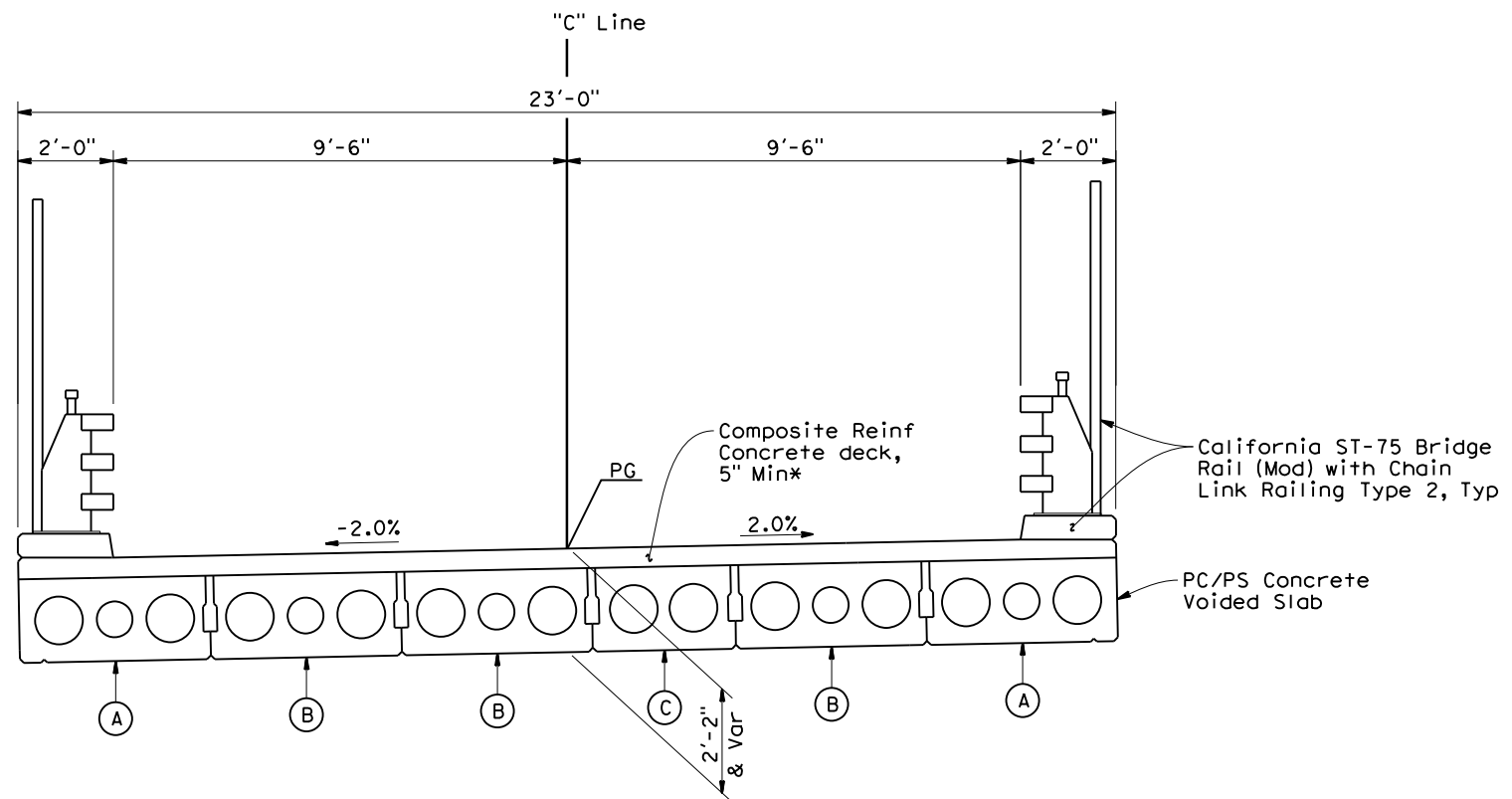
PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER  
 Juan C. Cruz  
 No. 88803  
 Exp. 6/30/20  
 CIVIL  
 STATE OF CALIFORNIA

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\* Depth Measured at C Brg Abut, 6" Maximum deck thickness at midspan

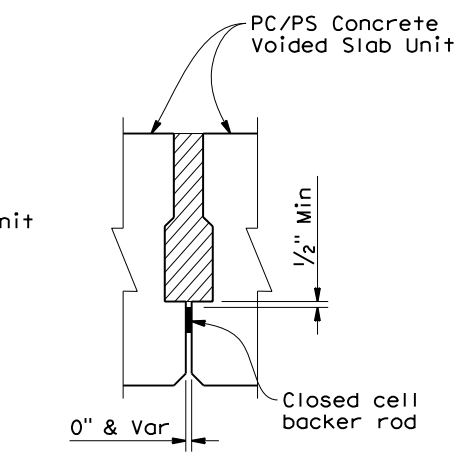
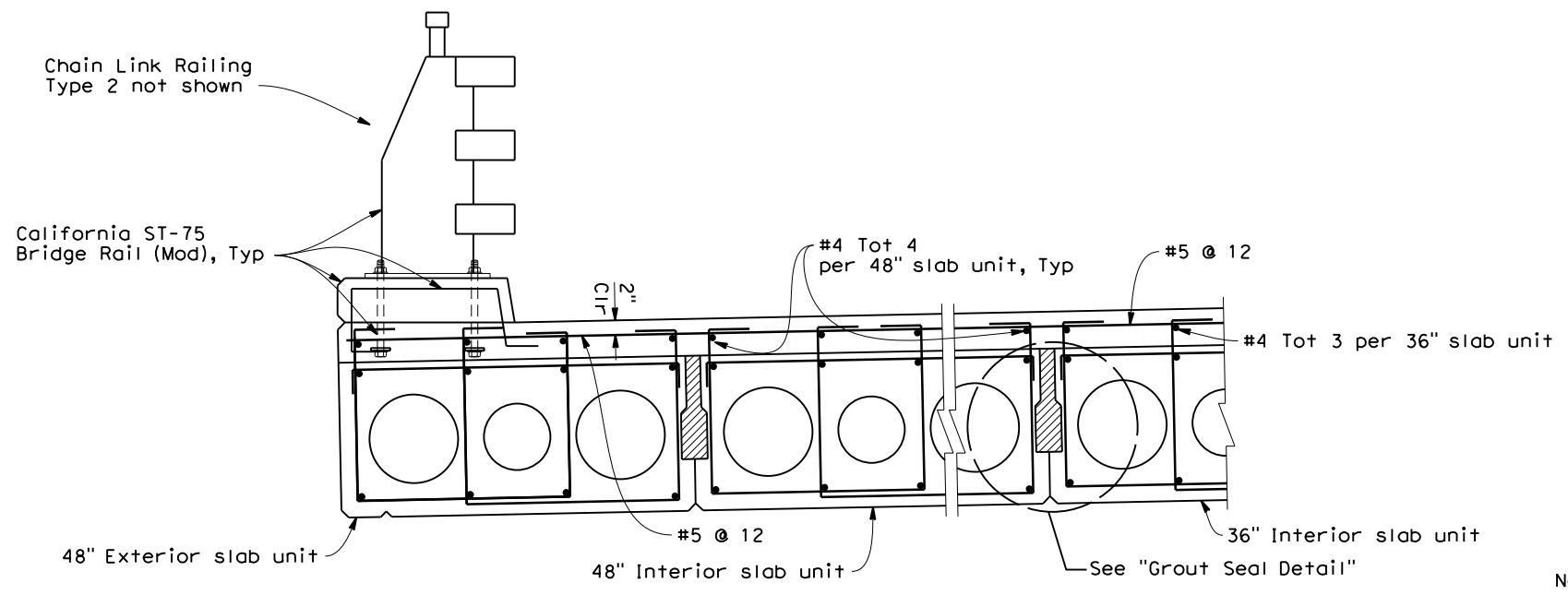
**TYPICAL SECTION**  
 1/2"=1'-0"

**INSTANTANEOUS DEFLECTION TABLE**

UNIT	COMPONENT	1/4 L	1/2 L	3/4 L
A	1. Deck & Keyway	0.35"	0.49"	0.35"
	2. Barrier	0.07"	0.10"	0.07"
	Total (1+2+3) =	0.42"	0.59"	0.42"
B	1. Deck & Keyway	0.35"	0.49"	0.35"
	2. Barrier	0.70"	0.10"	0.70"
	Total (1+2) =	1.05"	0.59"	1.05"
C	1. Deck & Keyway	0.36"	0.50"	0.36"
	2. Barrier	0.07"	0.10"	0.07"
	Total (1+2) =	0.43"	0.60"	0.43"

Notes: Deflections shown are unfactored. The contractor is responsible for determining Time-Dependant Camber Values.

L = Span Length of slab units



Note: Place slab units as close as practicable

**GROUT SEAL DETAIL**  
 No Scale

Notes:

1. Voids do not extend into end diaphragms, unless otherwise shown.
2. For PC/PS Concrete Voided Slab details, see "PC/PS Slab Details" sheet.

Legend:

- Grouted Keyways. Non-shrink Grout 5.0 ksi Min Compressive strength
- Slab Unit Designation

**PART TYPICAL SECTION**  
 1"=1'-0"

X DESIGN OVERSIGHT  
 X SIGN OFF DATE

DESIGN	BY A. Hanson/J. Cruz	CHECKED M. Nguyen/S. McCauley
DETAILS	BY B. Maechler	CHECKED M. Nguyen/S. McCauley
QUANTITIES	BY M. Nguyen	CHECKED J. Wilson

**PREPARED FOR THE INYO COUNTY PUBLIC WORKS DEPARTMENT**

ROBERT FERGUSON  
 PROJECT ENGINEER

BRIDGE NO.	48C0052
POST MILE	-

**LOS ANGELES AQUEDUCT BRIDGE ON CARROLL CREEK ROAD**  
**TYPICAL SECTION**

DESIGN DETAIL SHEET (ENGLISH) (REV.03/14/12)

ORIGINAL SCALE IN INCHES FOR REDUCED PLANS



UNIT: PROJECT NUMBER & PHASE: X

CONTRACT NO.: X

DISREGARD PRINTS BEARING EARLIER REVISION DATES

REVISION DATES	SHEET	OF
X	8	16

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DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No	TOTAL SHEETS
09	Inyo	C.R.	-	24	31

REGISTERED CIVIL ENGINEER X DATE

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Juan C. Cruz  
No. 88803  
Exp. 6/30/20  
CIVIL  
STATE OF CALIFORNIA

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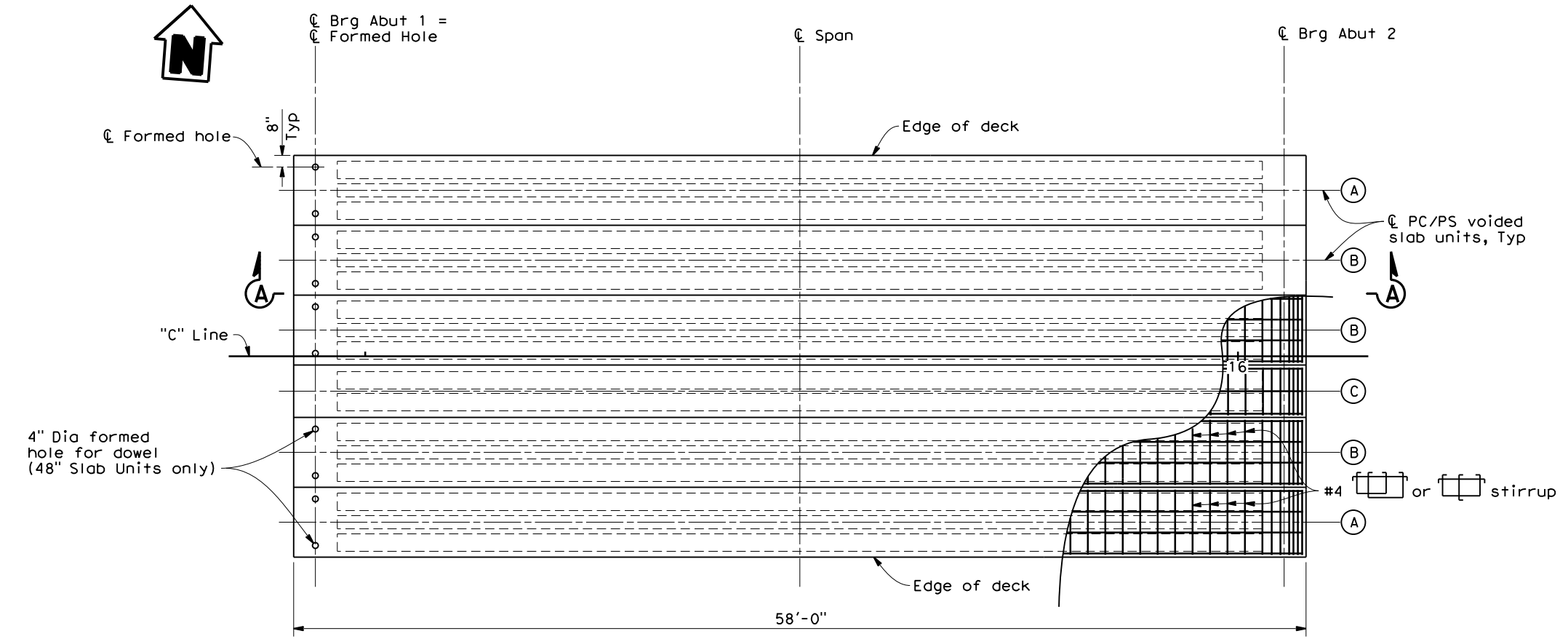
INYO COUNTY - PUBLIC WORKS DEPARTMENT  
P.O. BOX 0  
Independence, CA 93526

**PRESTRESSING NOTES**

- 270 ksi Low Relaxation Strand:
- P = 93 kips Top CG (36" Slab Units) (C)
  - P = 124 kips Top CG (48" Slab Units) (A) & (B)
  - P = 496 kips Bottom CG (36" Slab Units) (C)
  - P = 713 kips Bottom CG (48" Slab Units) (A) & (B)
- Slab Unit  
Concrete:  $f'_c = 4.0$  ksi @ 28 days  
 $f'_{ci} = 3.5$  ksi @ time of stressing
- Debond: Length 5 ft at ends
- Strands 39.1% of Bottom Row (48" Slab Unit) (A) & (B)
  - 25.0% of Bottom Row (36" Slab Unit) (C)
- Total Number of Units = 6
- Number of (A) Units = 2
  - Number of (B) Units = 3
  - Number of (C) Units = 1

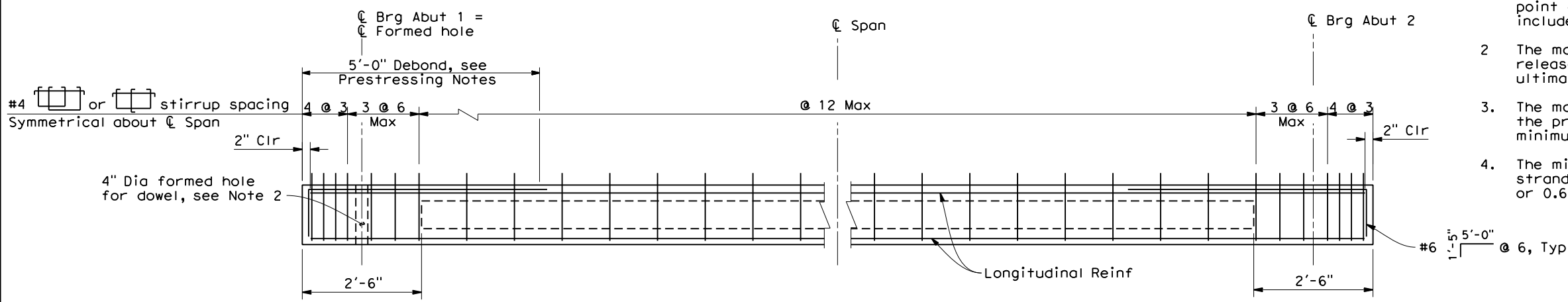
- The Jacking Force (P) is the force required at the point of control along the span. The jacking force does not include any fabrication specific losses.
- The maximum tensile stress in the prestressing steel upon release shall not exceed 75% of the specified minimum ultimate tensile strength of the prestressing steel.
- The maximum temporary tensile stress (jacking stress) in the prestressing steel shall not exceed 75% of the specified minimum ultimate tensile strength of the prestressing steel.
- The minimum center-to-center spacing "S" between individual strands is  $1\frac{1}{2}$ " for the  $\frac{3}{8}$ " Dia strands,  $1\frac{3}{4}$ " for  $\frac{1}{2}$ " Dia strands or 0.6" Dia strands.

- Notes:
- For sections and details not shown, see "PC/PS Slab Details" sheet.
  - Fill holes with non shrink grout prior to placing deck.



Note: Not all reinforcement shown

**FRAMING PLAN**  
 $\frac{1}{4}'' = 1'-0''$



**SECTION A-A**  
 $\frac{3}{4}'' = 1'-0''$

X DESIGN OVERSIGHT X SIGN OFF DATE	DESIGN BY A. Hanson/J. Cruz CHECKED M. Nguyen/S. McCauley	<b>PREPARED FOR THE INYO COUNTY PUBLIC WORKS DEPARTMENT</b>	BRIDGE NO. 48C0052	<b>LOS ANGELES AQUEDUCT BRIDGE ON CARROLL CREEK ROAD</b>	
	DETAILS BY B. Maechler CHECKED M. Nguyen/S. McCauley		PROJECT ENGINEER ROBERT FERGUSON	<b>PC/PS SLAB LAYOUT</b>	
QUANTITIES BY M. Nguyen CHECKED J. Wilson	ORIGINAL SCALE IN INCHES FOR REDUCED PLANS	PROJECT NUMBER & PHASE: X	CONTRACT NO.: X	DISREGARD PRINTS BEARING EARLIER REVISION DATES	REVISION DATES SHEET 9 OF 16

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DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No	TOTAL SHEETS
09	Inyo	C.R.	-	25	31

REGISTERED CIVIL ENGINEER X DATE

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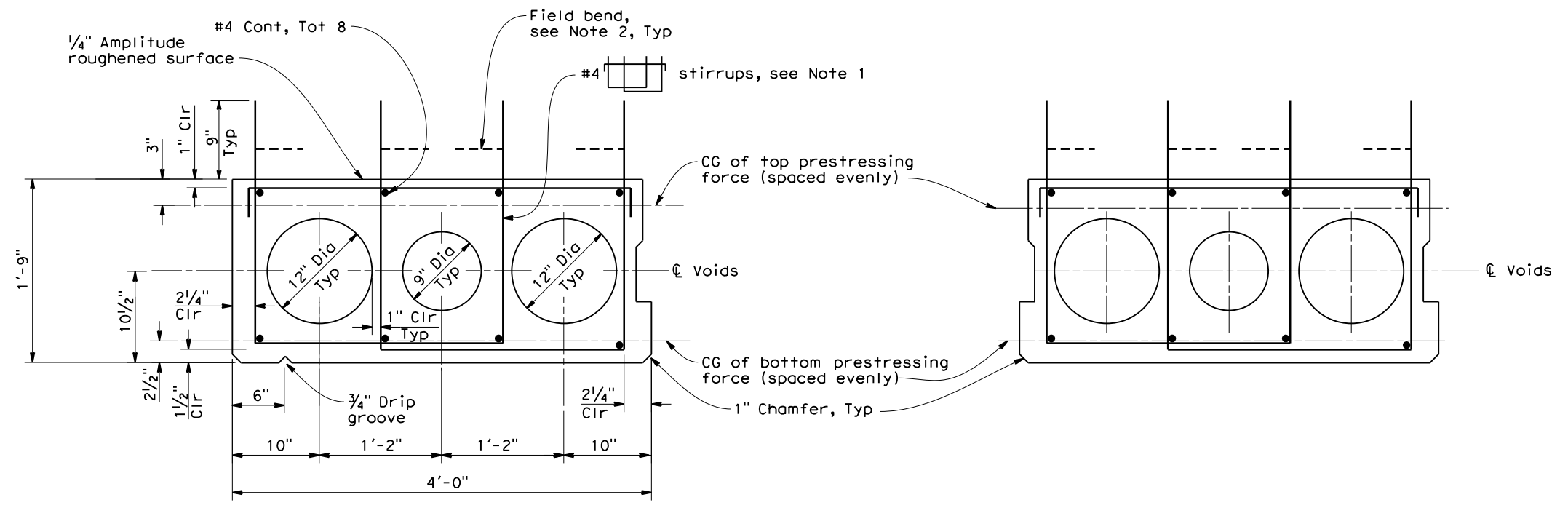
PLANS APPROVAL DATE

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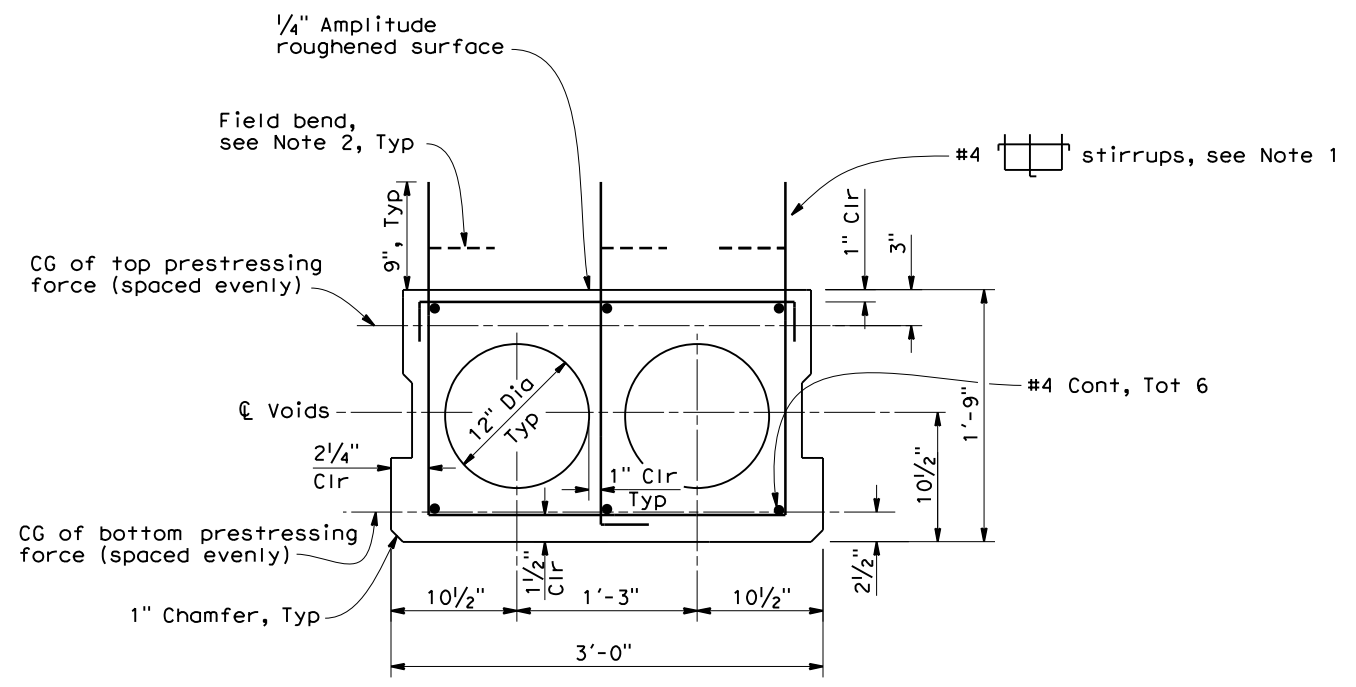
Note: Left Exterior Slab Unit shown, Right Exterior Slab Unit similar

**TYPICAL SECTION 48" EXTERIOR UNIT (A)**  
1 1/2" = 1'-0"

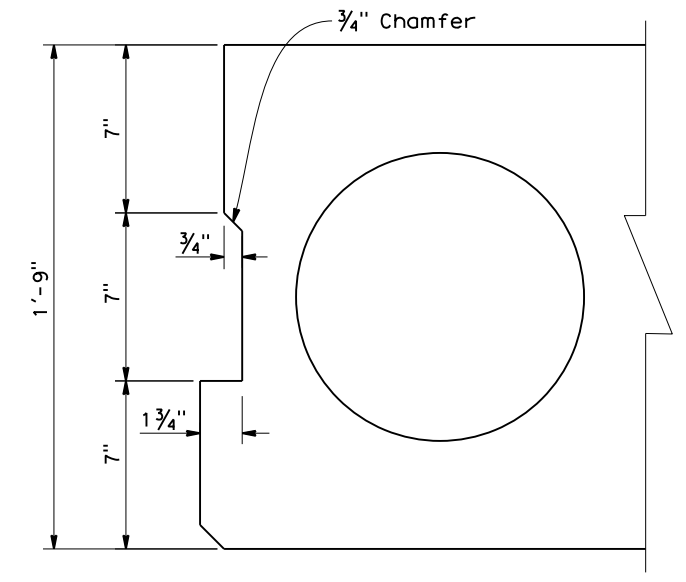
Note:  
For reinforcement and dimensions not shown, see "Typical Section 48" Exterior Unit (A)"

**TYPICAL SECTION 48" INTERIOR UNIT (B)**  
1 1/2" = 1'-0"

- Notes:
1. See "Typical Section" sheet for reinforcement layout and clearances not shown.
  2. Slab stirrups to be field bent after slab erection.



**TYPICAL SECTION 36" INTERIOR UNIT (C)**  
1 1/2" = 1'-0"



**LONGITUDINAL KEYWAY DETAIL**  
3" = 1'-0"

X	DESIGN OVERSIGHT
X	SIGN OFF DATE

DESIGN	BY A. Hanson/J. Cruz	CHECKED M. Nguyen/S. McCauley
DETAILS	BY B. Maechler	CHECKED M. Nguyen/S. McCauley
QUANTITIES	BY M. Nguyen	CHECKED J. Wilson

**PREPARED FOR THE INYO COUNTY PUBLIC WORKS DEPARTMENT**

ROBERT FERGUSON  
PROJECT ENGINEER

BRIDGE NO. 48C0052  
POST MILE -

**LOS ANGELES AQUEDUCT BRIDGE ON CARROLL CREEK ROAD**

**PC/PS SLAB DETAILS**

DESIGN DETAIL SHEET (ENGLISH) (REV.03/14/12)

ORIGINAL SCALE IN INCHES FOR REDUCED PLANS

0 1 2 3

UNIT: PROJECT NUMBER & PHASE: X CONTRACT NO.: X

DISREGARD PRINTS BEARING EARLIER REVISION DATES

REVISION DATES	SHEET 10 OF 16
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DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
09	Iny	C.R.	-	26	31

REGISTERED CIVIL ENGINEER X DATE

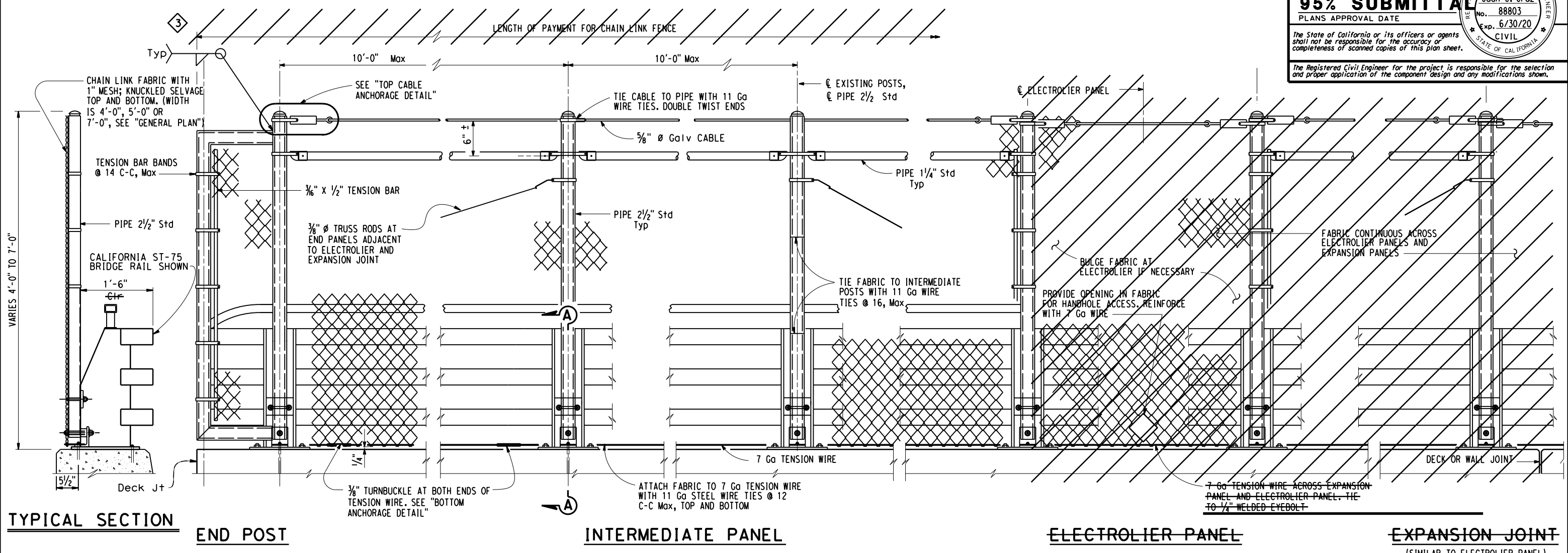
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PLANS APPROVAL DATE

Juan C. Cruz  
No. 88803  
Exp. 6/30/20  
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*The Registered Civil Engineer for the project is responsible for the selection and proper application of the component design and any modifications shown.*



**TYPICAL SECTION**

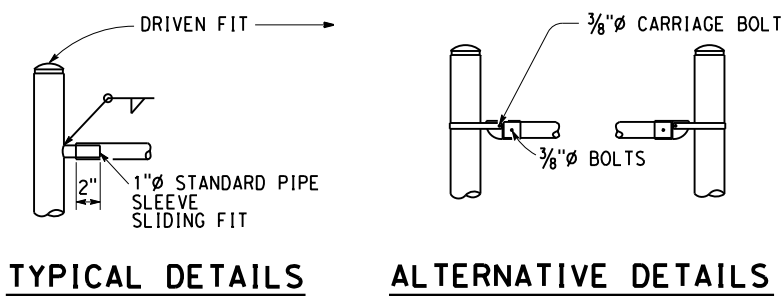
**END POST**

**INTERMEDIATE PANEL**

**ELECTROLIER PANEL**

**EXPANSION JOINT  
(SIMILAR TO ELECTROLIER PANEL)**

**1 ELEVATION  
1" = 1'-0"**



**TYPICAL DETAILS**

**ALTERNATIVE DETAILS**

**END BRACE DETAILS**

1/2" = 1'-0"

**TOP CABLE ANCHORAGE DETAIL**

NO SCALE

NOTE:  
A two sided tension band is an allowable alternative for Intermediate Chain Link Panels

**NOTES:**

1. Posts shall be vertical.
2. Railing shall conform to horizontal and vertical alignment.
3. When rail is on slope, place fabric parallel to post.
4. Alternative details may be submitted by the Contractor for Engineer approval.
5. Provide thimbles at all cable loops
6. Peen all 3/8" Dia bolts
7. See "GENERAL PLAN" for end post location
8. At intermediate posts only. Contractor has the option of either 1/8" x 2" strap or 1/4" anchor plate with eyebolt
9. For "SECTION A-A", see "CHAIN LINK RAILING TYPE 2 ST-75 DETAILS No. 2" sheet
10. Payment of Chain Link Railing Type 2 is compensated with the cost of the California ST-75 Barrier

NOTE:  
THE CONTRACTOR MUST VERIFY ALL CONTROLLING FIELD DIMENSIONS BEFORE ORDERING OR FABRICATING ANY MATERIAL.

<b>BRIDGE STANDARD DETAILS</b> <b>xs16-150-1</b> FILE NO.		July 2014 APPROVAL DATE	The components of the Bridge Standard Details have been prepared under the responsible charge of the Technical Owner, a registered civil engineer in the State of California	<b>1</b> Revised Detail <b>2</b> Revised Title	<b>3</b> Change in Payment Method	STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION	DIVISION OF ENGINEERING SERVICES	BRIDGE NO. 48C0052 POST MILE -	<b>LOS ANGELES AQUEDUCT BRIDGE ON CARROLL CREEK ROAD</b> <b>CHAIN LINK RAILING TYPE 2 ST-75 DETAILS No. 1</b>	DISREGARD PRINTS BEARING EARLIER REVISION DATES	REVISION DATES 6-28-14 7-13-16	SHEET 11	OF 16	
Refer to: <a href="https://www.dot.ca.gov/hq/esc/techpubs/manual/bridgemanuals/bridge-standard-detail-sheets/index.html">https://www.dot.ca.gov/hq/esc/techpubs/manual/bridgemanuals/bridge-standard-detail-sheets/index.html</a>				FILE => S:\Client\Inyo\104-300 Carroll Creek\500-Design\505 - CADD Files\Bridge\104300a-xs-cld101.dgn USERNAME => kevin.williams TIME PLOTTED => 3:12:08 PM DATE PLOTTED => 5/15/2020		ORIGINAL SCALE IN INCHES FOR REDUCED PLANS 0 1 2 3			UNIT: PROJECT NUMBER & PHASE:		CONTRACT NO.:		CONTRACT NO.:	

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
09	Iny	C.R.	-	27	31

REGISTERED CIVIL ENGINEER X DATE

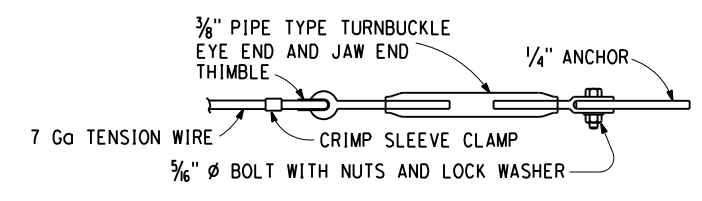
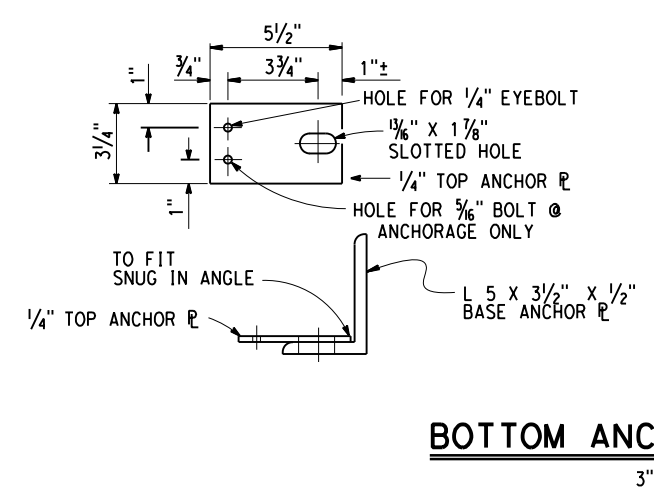
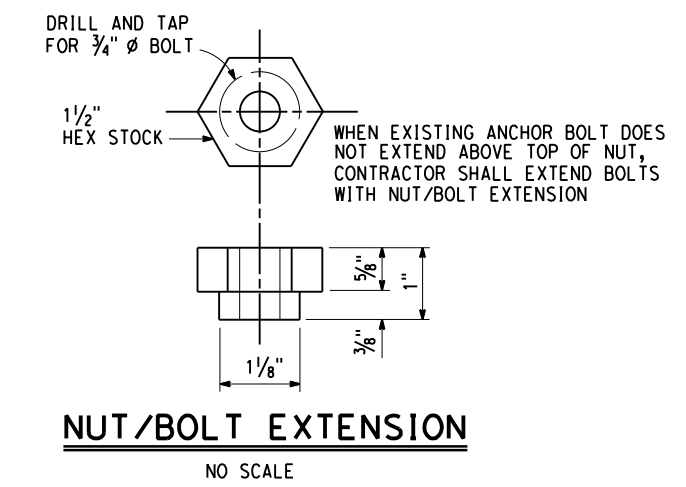
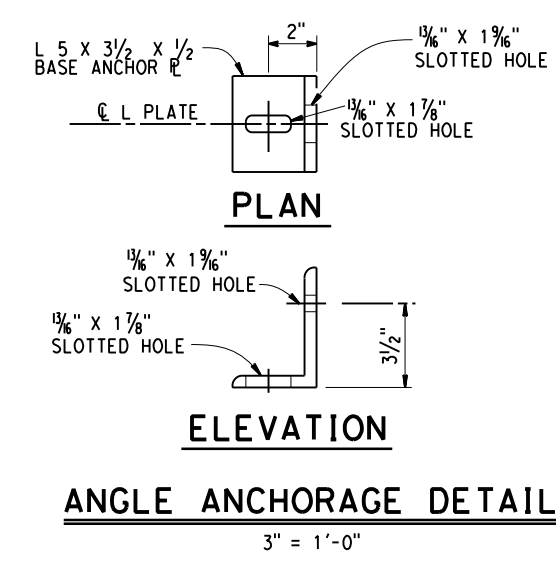
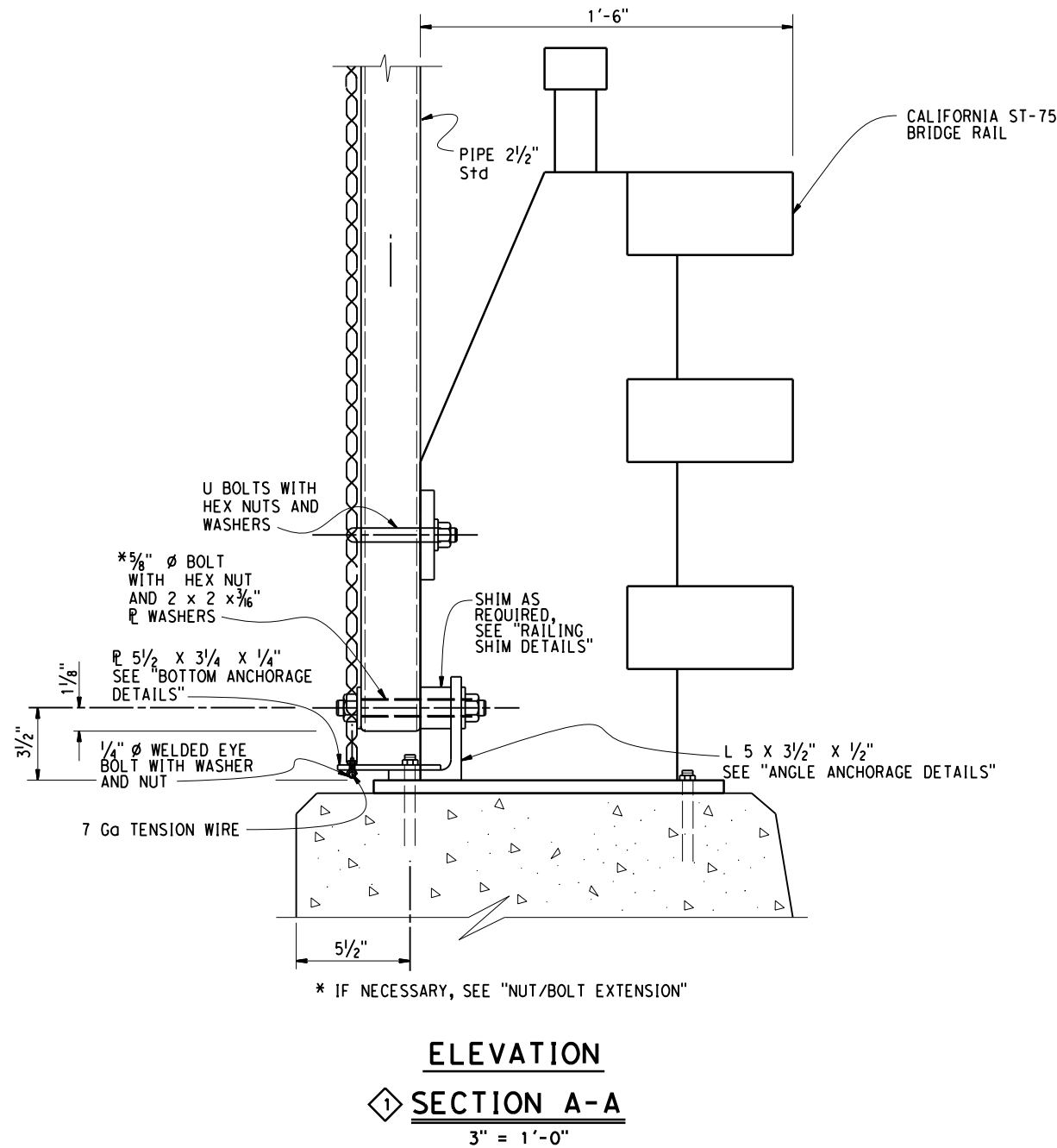
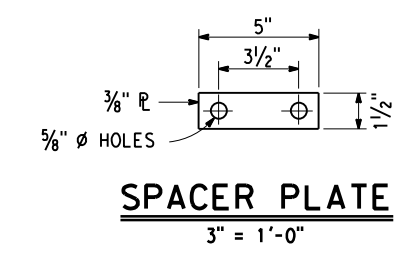
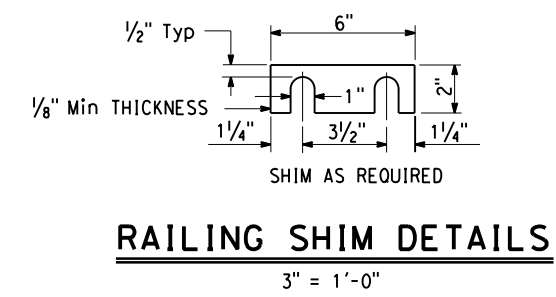
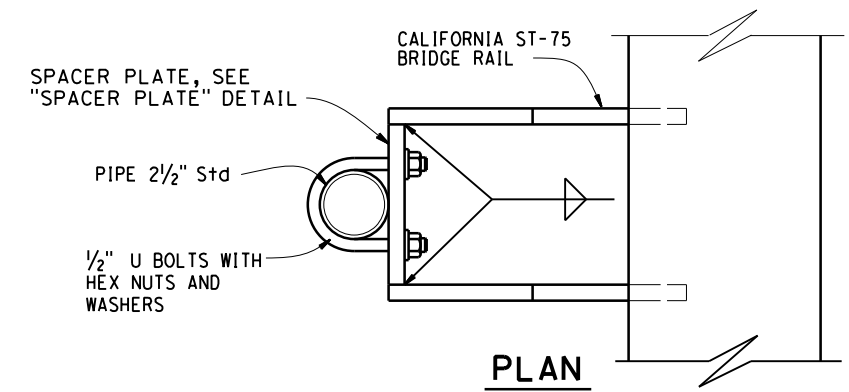
**95% SUBMITTAL**

PLANS APPROVAL DATE

Juan C. Cruz  
No. 88803  
Exp. 6/30/20  
CIVIL  
STATE OF CALIFORNIA

The State of California or its officers or agents shall not be responsible for the accuracy or completeness of scanned copies of this plan sheet.

The Registered Civil Engineer for the project is responsible for the selection and proper application of the component design and any modifications shown.



REVISED BRIDGE STANDARD DETAILS		
xs16-150-2 FILE NO.	July 2014 APPROVAL DATE	The components of the Bridge Standard Details have been prepared under the responsible charge of the Technical Owner, a registered civil engineer in the State of California

1 Revised Detail	2 Revised Sheet Title
FILE => S:\Client\Inyo\104-300 Carrroll Creek\500-Design\505 - CADD Files\Bridge\104300a-xs-clr\02.dgn USERNAME => kevin.williams TIME PLOTTED => 3:12:11 PM DATE PLOTTED => 5/15/2020	

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION	DIVISION OF ENGINEERING SERVICES
---	----------------------------------

BRIDGE NO. 48C0052	LOS ANGELES AQUEDUCT BRIDGE ON CARROLL CREEK ROAD
POST MILE -	CHAIN LINK RAILING TYPE 2 ST-75 DETAILS No. 2
UNIT: PROJECT NUMBER & PHASE:	CONTRACT NO.:
DISREGARD PRINTS BEARING EARLIER REVISION DATES	REVISION DATES 6-28-14 7-13-16
SHEET 12	OF 16

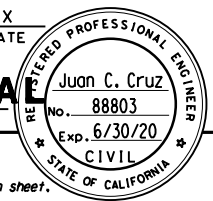
DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No	TOTAL SHEETS
09	Inyo	C.R.	-	28	31

REGISTERED CIVIL ENGINEER X  
DATE

**95% SUBMITTAL**

PLANS APPROVAL DATE

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**QUINCY ENGINEERING**

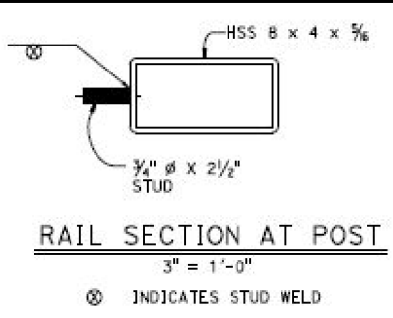
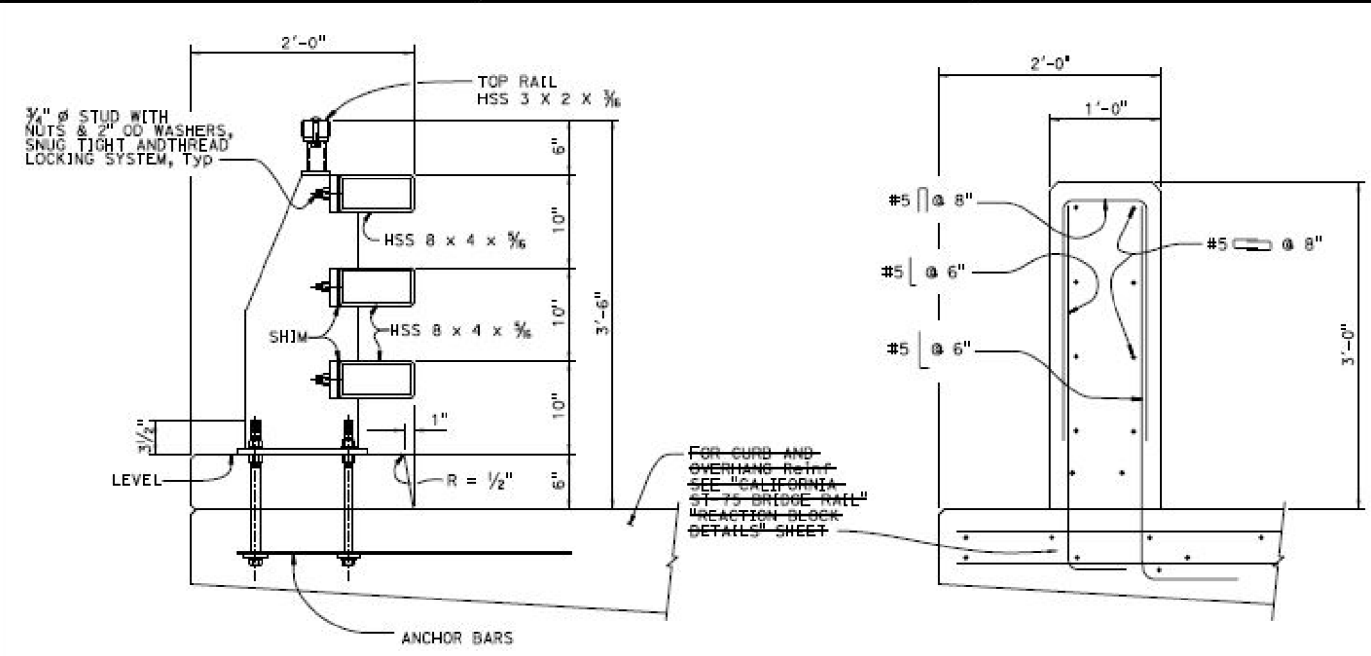
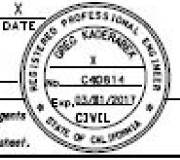
INYO COUNTY - PUBLIC WORKS DEPARTMENT  
P.O. BOX 0  
Independence, CA 93526

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
X	X	X			

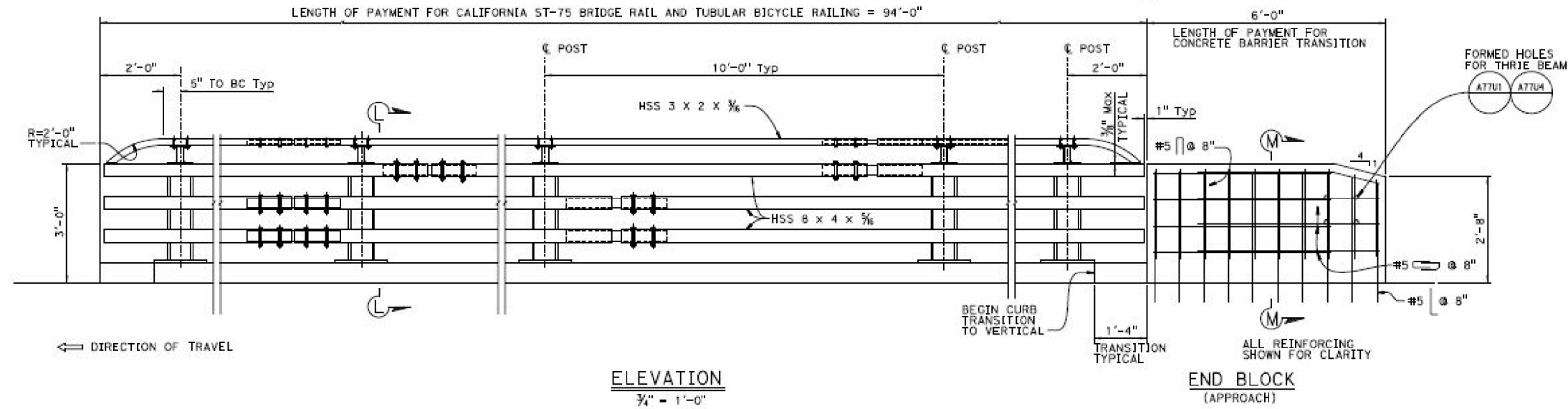
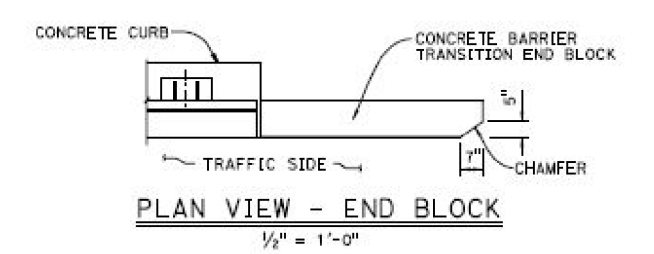
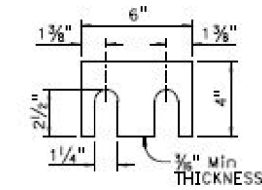
REGISTERED CIVIL ENGINEER X  
DATE

PLANS APPROVAL DATE

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- NOTES:
- All horizontal members are parallel to longitudinal profile grade.
  - Posts are normal to profile grade of structure.
  - Posts are vertical to the transverse cross section.



DESIGN BY: GREG KADERBEK	CHECKED: TELLAT SATTER	<b>STATE OF CALIFORNIA</b> DEPARTMENT OF TRANSPORTATION DIVISION OF ENGINEERING SERVICES DESIGN AND TECHNICAL SERVICES <b>SPECIAL DESIGNS BRANCH B</b>	BRIDGE NO. N/A	<b>CALIFORNIA ST-75 BRIDGE RAIL</b> <b>DETAILS No. 1</b>
DETAILS BY: P. C. WELLS/SHIMEJ JEANG	CHECKED: TELLAT SATTER		POST HOLE N/A	
QUANTITIES BY: GREG KADERBEK	CHECKED: TELLAT SATTER			

STRUCTURES DESIGN DETAIL SHEET (ENGLISH) (REV. 08-01-10)

ORIGINAL SCALE IN INCHES FOR REDUCED PLANS: 0 1 2 3

UNIT: 3619 PROJECT NUMBER & PHASE: X CONTRACT NO.: X

DISREGARD PRINTS BEARING EARLIER REVISION DATES

REVISION DATES SHEET OF: 7 16

X DESIGN OVERSIGHT

X SIGN OFF DATE

DESIGN DETAIL SHEET (ENGLISH) (REV.03/14/12)

DESIGN BY: A. Hanson/J. Cruz	CHECKED: M. Nguyen/S. McCauley	<b>PREPARED FOR THE INYO COUNTY PUBLIC WORKS DEPARTMENT</b>	BRIDGE NO. 48C0052	<b>LOS ANGELES AQUEDUCT BRIDGE ON CARROLL CREEK ROAD</b> <b>BRIDGE RAIL DETAILS No. 1</b>
DETAILS BY: B. Maechler	CHECKED: M. Nguyen/S. McCauley		POST MILE -	
QUANTITIES BY: M. Nguyen	CHECKED: J. Wilson			

UNIT: X PROJECT NUMBER & PHASE: X CONTRACT NO.: X

DISREGARD PRINTS BEARING EARLIER REVISION DATES

REVISION DATES SHEET OF: 13 16

FILE => S:\Client\Inyo\104-300 Carroll Creek\500-Design\505 - CADD Files\Bridge\104300a-z-brd01.dgn

USERNAME => Kevin.williams PLOTTED => 5/15/2020 TIME PLOTTED => 3:12:11 PM

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No	TOTAL SHEETS
09	Inyo	C.R.	-	29	31

REGISTERED CIVIL ENGINEER X DATE \_\_\_\_\_

**95% SUBMITTAL**

PLANS APPROVAL DATE \_\_\_\_\_

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**REGISTERED PROFESSIONAL ENGINEER**  
**Juan C. Cruz**  
 No. 88803  
 Exp. 6/30/20  
 CIVIL  
 STATE OF CALIFORNIA

**QUINCY ENGINEERING**

INYO COUNTY - PUBLIC WORKS DEPARTMENT  
 P.O. BOX 0  
 Independence, CA 93526

- NOTES:
- Anchor bolts may be tack welded (shop or field) to anchorage.
  - Each rail length must be continuous over a minimum of two posts.
  - The fabricator must check that the tubular sleeve splices conform to the dimensions indicated to assure proper clearance.
  - Except for expansion splices, not more than one splice permitted per same side of post.

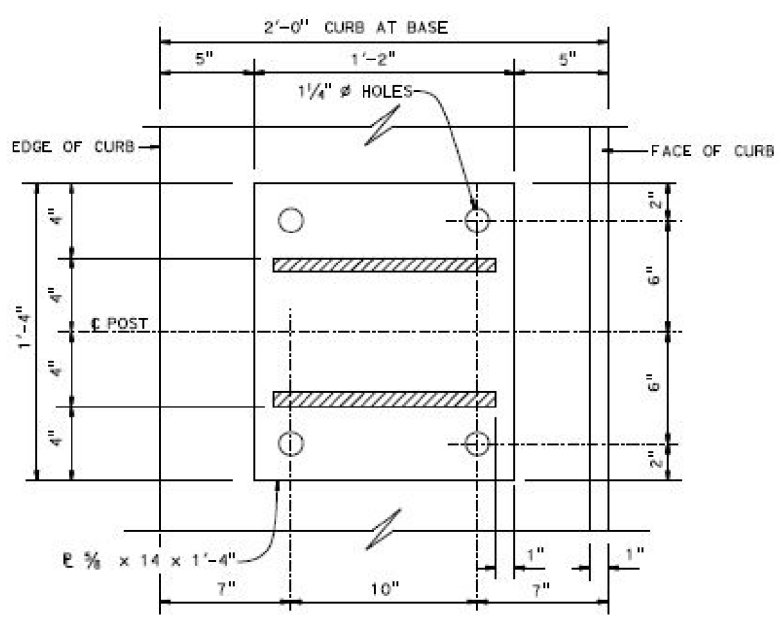
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X	X	X	-	X	X

REGISTERED CIVIL ENGINEER X DATE \_\_\_\_\_

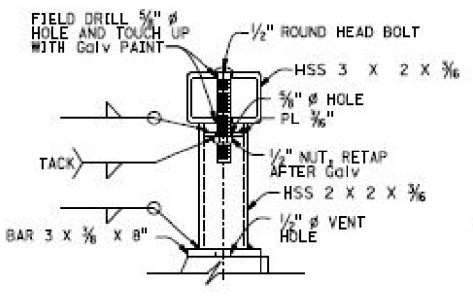
PLANS APPROVAL DATE \_\_\_\_\_

The State of California or its officers or agents shall not be responsible for the accuracy or completeness of scanned copies of this plan sheet.

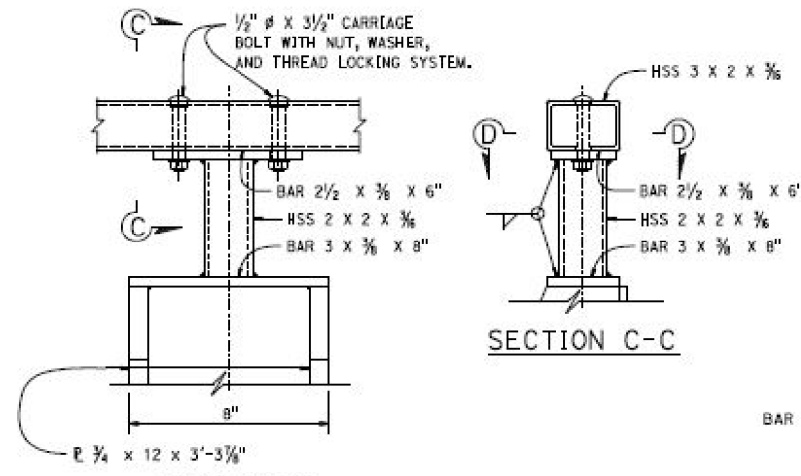
**REGISTERED PROFESSIONAL ENGINEER**  
**Juan C. Cruz**  
 No. 88803  
 Exp. 6/30/20  
 CIVIL  
 STATE OF CALIFORNIA



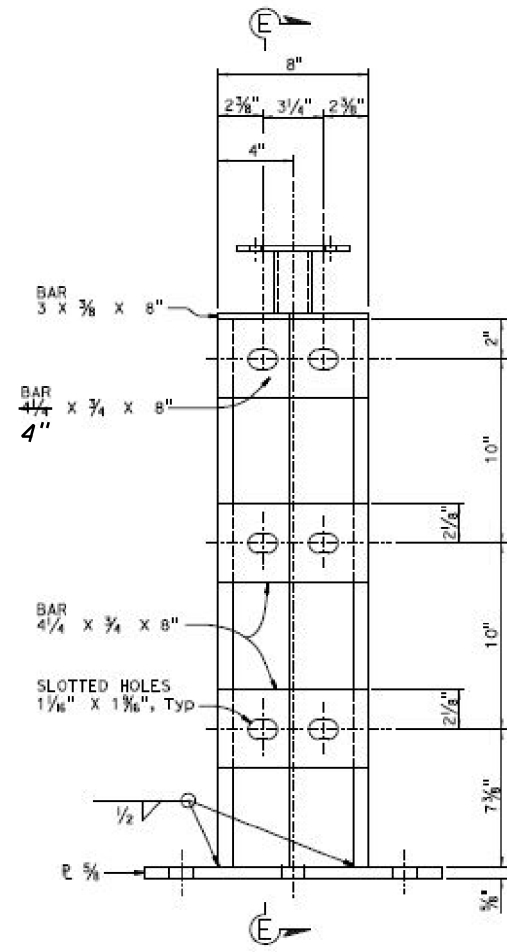
**BASE PLATE**  
 3" = 1'-0"



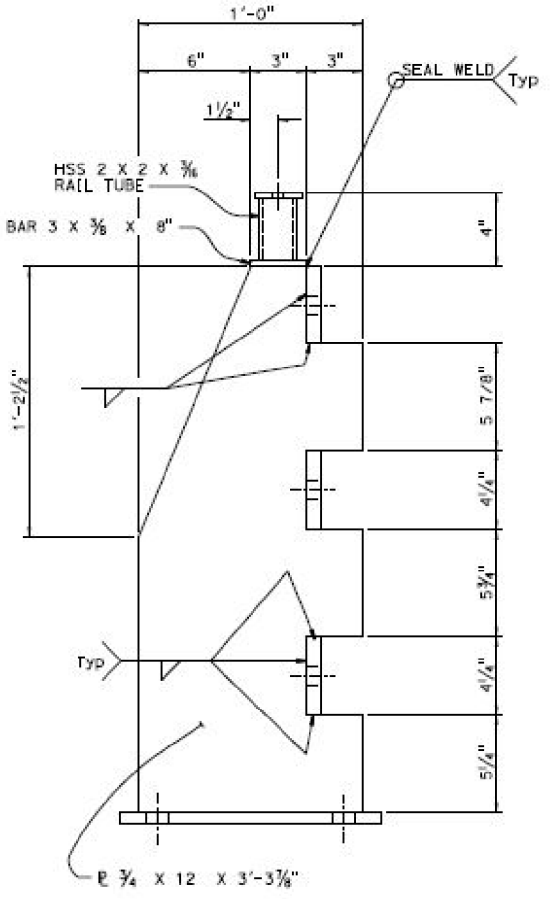
**SECTION C-C ALTERNATIVE**



**ELEVATION**  
**SECTION C-C**  
**RAIL CONNECTION DETAILS**  
 NO SCALE



**POST DETAIL**  
 3" = 1'-0"



**SECTION E-E**  
 3" = 1'-0"

DESIGN BY: GREG KADERABEK	CHECKED: TELLAT SATTER	<b>STATE OF CALIFORNIA</b> <b>DEPARTMENT OF TRANSPORTATION</b>	<b>DIVISION OF ENGINEERING SERVICES</b> <b>DESIGN AND TECHNICAL SERVICES</b> <b>SPECIAL DESIGNS BRANCH B</b>	BRIDGE NO. X	<b>CALIFORNIA ST-75 BRIDGE RAIL</b> <b>DETAILS No. 2</b>				
DETAILS BY: P. C. WELLS/SHUMEE JEANG	CHECKED: TELLAT SATTER			POST HOLE X					
QUANTITIES BY: GREG KADERABEK	CHECKED: TELLAT SATTER								
STRUCTURES DESIGN DETAIL SHEET (ENGLISH) (REV. 09-01-10)		ORIGINAL SCALE IN INCHES FOR REDUCED PLANS: 0 1 2 3	UNIT: 3619	PROJECT NUMBER & PHASE: X	CONTRACT NO.: X	DISREGARD PRINTS BEARING EARLIER REVISION DATES	REVISION DATES	SHEET 8	OF 16

X	DESIGN OVERSIGHT
X	SIGN OFF DATE

DESIGN BY: A. Hanson/J. Cruz	CHECKED: M. Nguyen/S. McCauley
DETAILS BY: B. Maechler	CHECKED: M. Nguyen/S. McCauley
QUANTITIES BY: M. Nguyen	CHECKED: J. Wilson

**PREPARED FOR THE INYO COUNTY PUBLIC WORKS DEPARTMENT**

ROBERT FERGUSON  
PROJECT ENGINEER

BRIDGE NO. 48C0052	<b>LOS ANGELES AQUEDUCT BRIDGE ON CARROLL CREEK ROAD</b> <b>BRIDGE RAIL DETAILS No. 2</b>
POST MILE -	

UNIT: PROJECT NUMBER & PHASE: X	CONTRACT NO.: X	REVISION DATES	SHEET 14	OF 16
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DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No	TOTAL SHEETS
09	Inyo	C.R.	-	30	31

REGISTERED CIVIL ENGINEER X  
DATE

**95% SUBMITTAL**

PLANS APPROVAL DATE

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REGISTERED PROFESSIONAL ENGINEER  
Juan C. Cruz  
No. 88803  
Exp. 6/30/20  
CIVIL  
STATE OF CALIFORNIA

**QUINCY ENGINEERING**

INYO COUNTY - PUBLIC WORKS DEPARTMENT  
P.O. BOX 0  
Independence, CA 93526

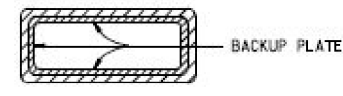
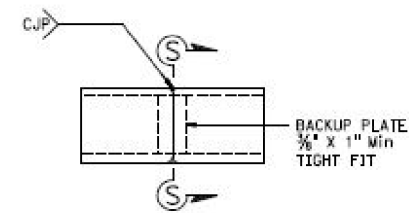
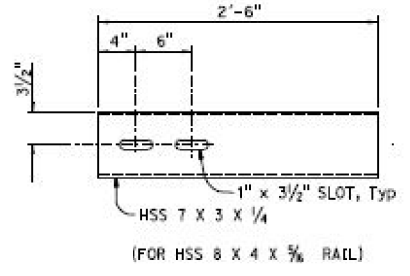
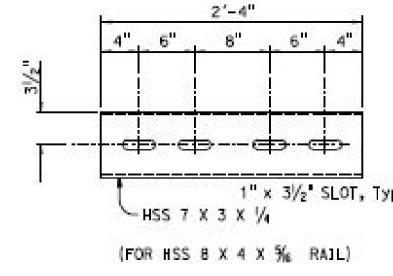
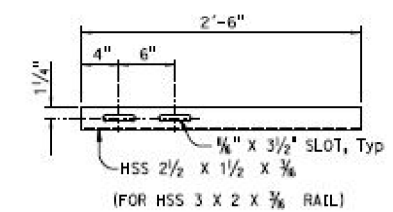
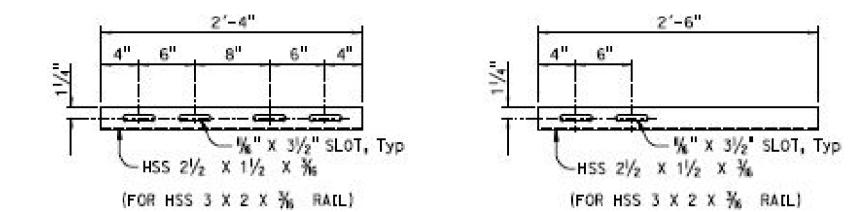
DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
X	X	X			

REGISTERED CIVIL ENGINEER X  
DATE

PLANS APPROVAL DATE

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- NOTES:
- HS bolts with nut and washers, snug tightened, and thread locking system.
  - Use 1/2" x 3/8" (HSS 8 X 2 X 3/8)  
Use 3/4" x 4/8" (HSS 8 X 3 X 3/8)  
Use 3/4" x 5/8" (HSS 8 X 4 X 3/8)

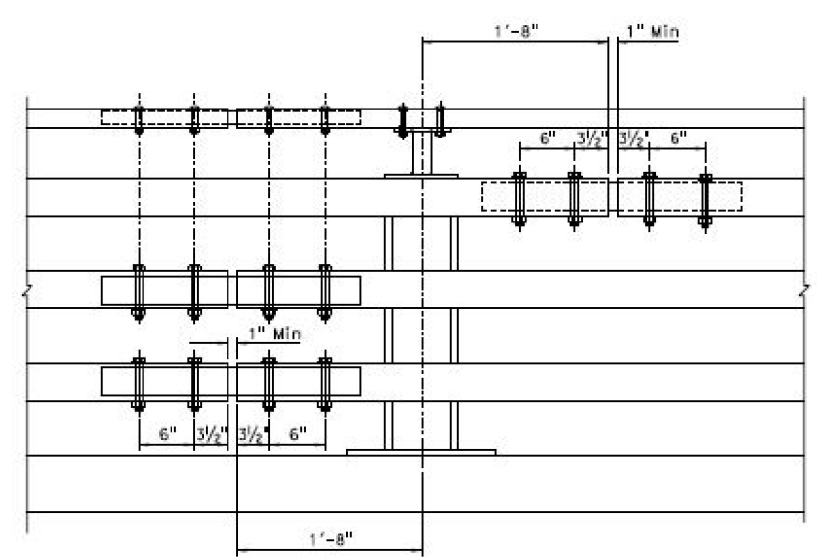


SECTION S-S

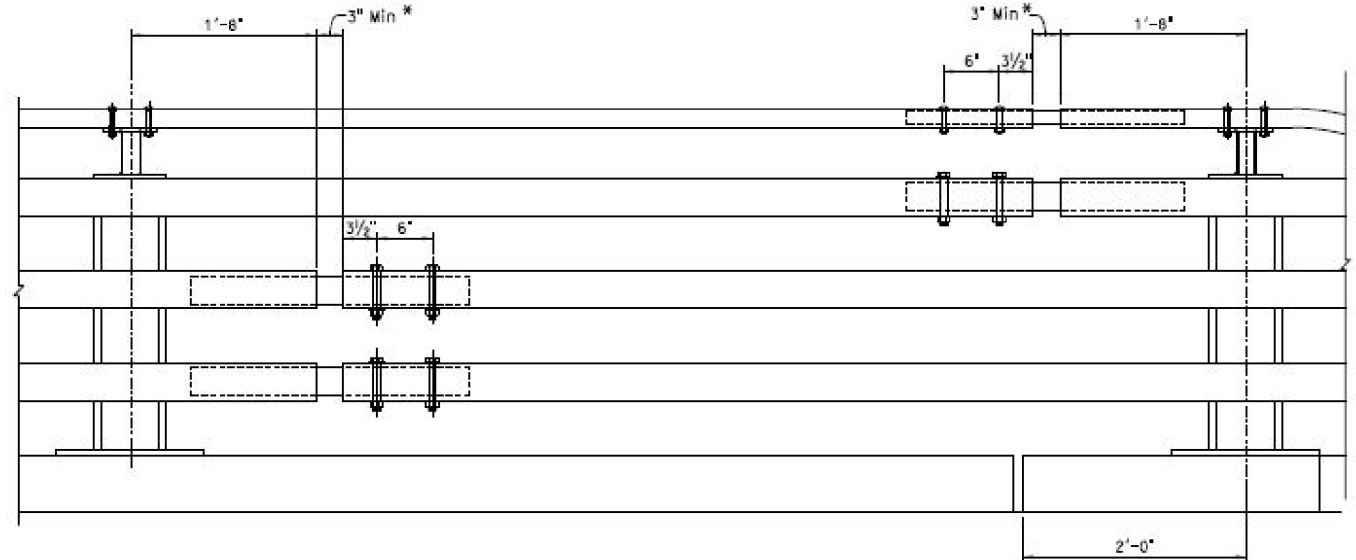
ALTERNATE TUBE WELDED SPLICE  
3" = 1'-0"

STANDARD SLEEVES  
DETAILS  
1 1/2" = 1'-0"

EXPANSION SLEEVES  
DETAILS  
1 1/2" = 1'-0"



STANDARD SPLICE  
1 1/2" = 1'-0"



EXPANSION SPLICE  
1 1/2" = 1'-0"  
\* MATCH DECK OR WALL JOINT

DESIGN BY GREG KADERABEK	CHECKED TILLAT SATTER	<b>STATE OF CALIFORNIA</b> DEPARTMENT OF TRANSPORTATION DIVISION OF ENGINEERING SERVICES DESIGN AND TECHNICAL SERVICES <b>SPECIAL DESIGNS BRANCH B</b>	BRIDGE NO. X	<b>CALIFORNIA ST-75 BRIDGE RAIL</b> <b>DETAILS No. 3</b>
DETAILS BY P. C. WELLS/SHUWEI JIANG	CHECKED TILLAT SATTER		POST HOLE X	
QUANTITIES BY GREG KADERABEK	CHECKED TILLAT SATTER			
STRUCTURES DESIGN DETAIL SHEET (ENGLISH) (REV. 09-01-10)		ORIGINAL SCALE IN INCHES FOR REDUCED PLANS 0 1 2 3	UNIT: 3619 PROJECT NUMBER & PHASE: X CONTRACT NO.: X	DISREGARD PRINTS BEARING EARLIER REVISION DATES

X  
DESIGN OVERSIGHT

X  
SIGN OFF DATE

DESIGN BY A. Hanson/J. Cruz  
CHECKED M. Nguyen/S. McCauley

DETAILS BY B. Maechler  
CHECKED M. Nguyen/S. McCauley

QUANTITIES BY M. Nguyen  
CHECKED J. Wilson

**PREPARED FOR THE INYO COUNTY PUBLIC WORKS DEPARTMENT**

ROBERT FERGUSON  
PROJECT ENGINEER

BRIDGE NO. 48C0052  
POST MILE -

**LOS ANGELES AQUEDUCT BRIDGE ON CARROLL CREEK ROAD BRIDGE RAIL DETAILS No. 3**

DESIGN DETAIL SHEET (ENGLISH) (REV.03/14/12)

ORIGINAL SCALE IN INCHES FOR REDUCED PLANS 0 1 2 3

UNIT: X PROJECT NUMBER & PHASE: X CONTRACT NO.: X

REVISION DATES SHEET OF 15 16

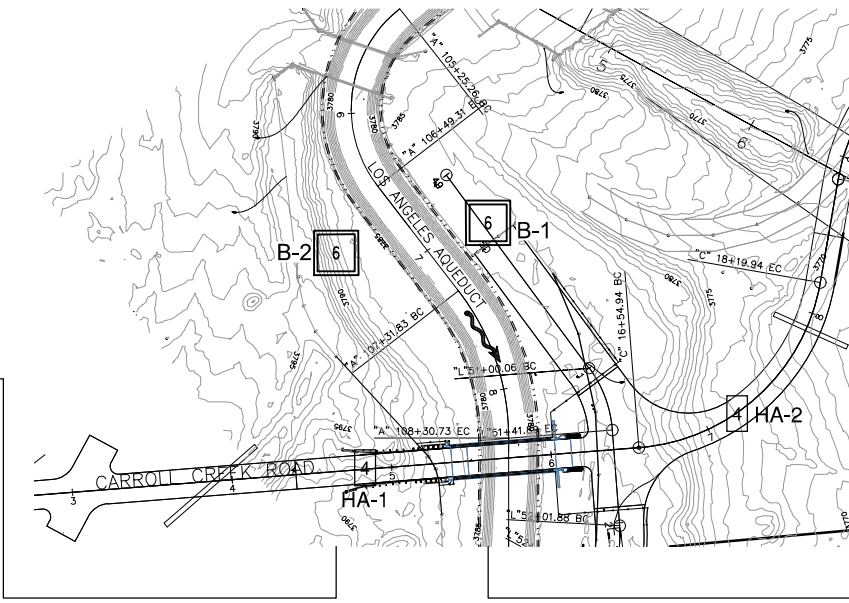
DISREGARD PRINTS BEARING EARLIER REVISION DATES

DATE PLOTTED => 08-02-2016 TIME PLOTTED => 3:12:21 PM

USERNAME => Kevin.williams PLOTTED => 5/15/2020

**NOTES:**

1. 1.4-INCH DIAMETER SAMPLES WERE TAKEN USING A STANDARD PENETRATION TEST (SPT) SPLIT BARREL SAMPLER WITH AN INSIDE DIAMETER (ID) OF 1.4 INCHES AND AN OUTSIDE DIAMETER (OD) OF 2.0 INCHES.
2. 2.4-INCH DIAMETER RING SAMPLES WERE TAKEN USING A CALIFORNIA SPLIT BARREL SAMPLER WITH AN ID OF 2.4 INCHES AND AN OD OF 3.0 INCHES.
3. ALL DRIVE SAMPLES WERE DRIVEN WITH 140 LB HAMMER WITH A FALLING HEIGHT OF 30 INCHES.
4. ELEVATION BASED ON PLANS FROM QUINCY ENGINEERING, DATED 6/30/2015.



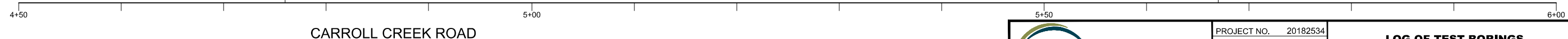
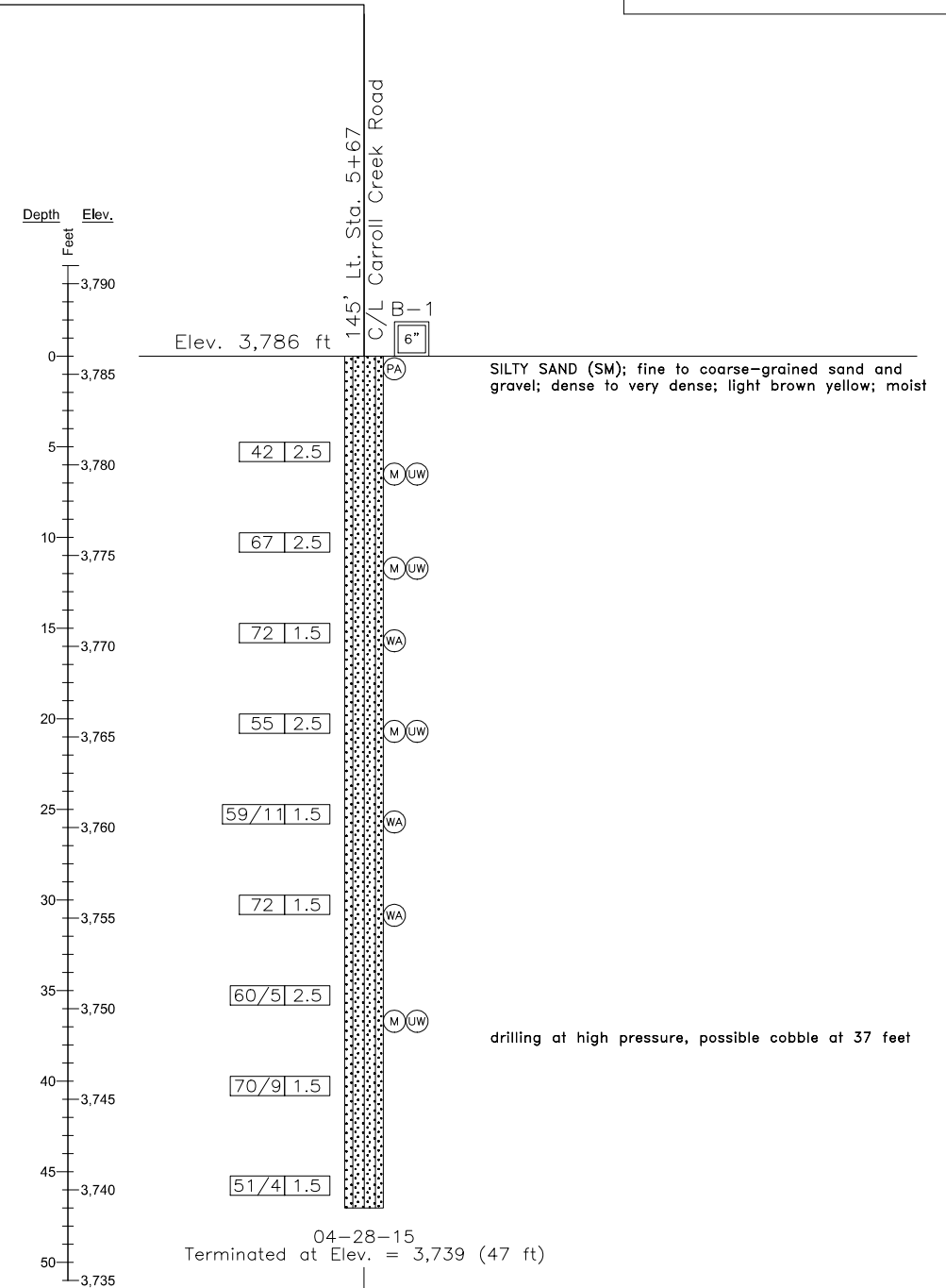
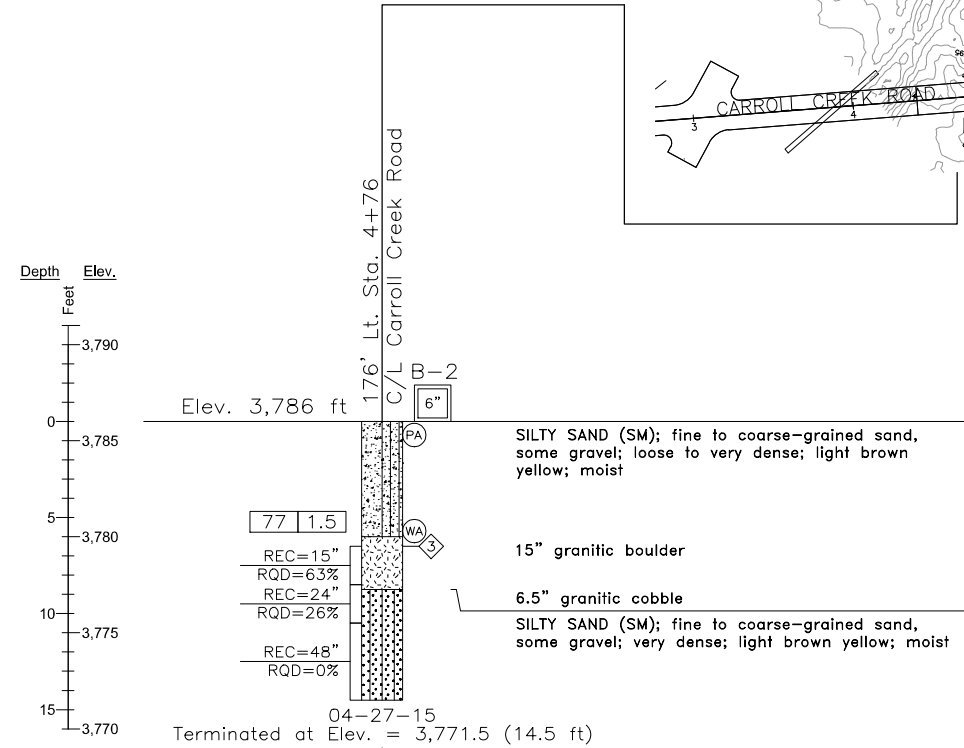
**PLAN**

SCALE: 1"=60'

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No	TOTAL SHEETS
X	X	X			

REGISTERED CIVIL ENGINEER	DATE	X
PLANS APPROVAL DATE		
<i>The State of California or its officers or agents shall not be responsible for the accuracy or completeness of electronic copies of this plan sheet.</i>		



CARROLL CREEK ROAD

**PROFILE**

SCALE: 1"=5' HORIZONTAL  
SCALE: 1"=5' VERTICAL



PROJECT NO.	20182534
DRAWN:	10/2017
DRAWN BY:	MRG/DMF
CHECKED BY:	ND
FILE NAME:	20182534p2_LOTB-CCR.dwg

LOG OF TEST BORINGS		PLATE
<b>2</b>		
CARROLL CREEK ROAD OVER LA AQUEDUCT INYO COUNTY, CALIFORNIA		

ATTACHED IMAGES: Images: Clean\_I04300a\_APS\_Alt1-1\_w\_aerial\_CarrollCreekRD\_Bridge.jpg Images: Clean\_I04300a\_ae-gp01-Quincy 1 to 1-000 (9-3-15).jpg Images: Clean\_I04300a\_ae-gp01-Quincy 1 to 1-000 (9-3-15).jpg Images: Clean\_I04300a\_ae-gp01-Quincy 1 to 1-000 (9-3-15).jpg  
 XREFS: Xref: CAD FILE: L:\CAD\2015\20182534\Inyo Carroll Updated CADD Files\ LAYOUT: 2  
 PLOTTED: 30 Oct 2017, 2:43pm, DFahmy

This information is based on the graphic representation. It has been checked that a survey of the site and is subject to change without notice. Kleinfelder makes no representation or warranty, expressed or implied, as to the accuracy, completeness, timeliness or other quality of the information. This document is not intended for use as a legal instrument or as a substitute for a professional engineer's seal and signature. The user is responsible for the accuracy of the information. Kleinfelder is not responsible for the accuracy or completeness of the information.





Exhibit C. Federal Highway Easement Deed

RECORDING REQUESTED BY:  
County of Inyo

WHEN RECORDED MAIL DOCUMENT  
AND TAX STATEMENT TO:

County of Inyo  
Public Works Department  
Attention: Ashley Helms, Associate Engineer  
168 N. Edwards Street  
Independence, CA 93526

NO FEE DOCUMENT  
Per Government Code 6103



INYO, County Recorder  
Michele J. Hartshorn Co Recorder Office  
**DOC- 2021-0002070-00**  
Friday, JUN 04, 2021 13:24:53  
NFE \$0.00!!  
Ttl Pd \$0.00 Rcpt # 0000148269  
BDB/R1/1-9

R&T 11922; Government agency acquiring title

Project: Carroll Creek Road Bridge  
APN: 029-100-41-00

### HIGHWAY EASEMENT DEED

THIS DEED is made on MARCH 3, <sup>JRG</sup> ~~2020~~ <sup>2021</sup>, by and between the UNITED STATES OF AMERICA, acting by and through the DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION (FHWA), hereinafter referred to as the DEPARTMENT or GRANTOR, and the COUNTY OF INYO, STATE OF CALIFORNIA, hereinafter referred to as the GRANTEE:

1. GRANTOR, on behalf of GRANTEE has filed an application under the provisions of the Act of Congress of August 27, 1958, as amended (23 U.S.C. Section 317 and Section 107(d)), for the right-of-way of a highway over certain federal land in the State of California under the jurisdiction of the United States Department of the Interior, Bureau of Land Management, which land has been appropriated by the DEPARTMENT.
2. The Federal Highway Division Administrator, pursuant to delegation of authority from the Secretary of Transportation and Federal Highway Administrator, has determined that an easement over the federal land covered by the application is reasonably necessary for a right-of-way for the construction, operation and maintenance of a new Carroll Creek Bridge Number 48C0052, which replaces Bridge Number 48C0011, and realignment of Inyo County Road Number 4024 as it approaches new bridge, herein referred to as the highway.
3. The United States Department of the Interior, Bureau of Land Management, in its consent to the appropriation of the federal land, has agreed to the transfer by the DEPARTMENT of an easement over the federal land to GRANTEE.
4. GRANTEE, with respect to activities related to the federal land, agrees that (a) no person shall, on the grounds of race, color, national origin, sex, age, disability, or religion be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to the GRANTEE'S operations, programs, or activities

conducted on the federal land; and (b) GRANTEE shall use the land so conveyed in compliance with all requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d to 2000d-4) and all applicable civil rights provisions of other Federal Statutes.

5. NOW THEREFORE, the DEPARTMENT grants to GRANTEE an easement for a right-of-way for the construction, operation, and maintenance of a highway, including control of access thereto from adjoining lands, and use of the space above and below the established grade line of the highway pavement for highway purposes on, over, across, in, and upon the following described federal land in the County of Inyo, State of California:

**DESCRIPTION**

**Township 17 South, Range 36 East, M.D.M.**

Section  
2

Subdivision  
NE 1/4 (within)

As the land is more particularly described and shown on those 4 map sheets labeled: Index, Exhibit "A", Exhibit "B" and Exhibit "C". Attached hereto and made a part hereof.

As provided by GRANTOR, this transfer is subject to the following terms, conditions and stipulations:

- (1) If outstanding valid claims exist on the date of this grant, the Grantee shall obtain such permission as may be necessary on account of any such claim.
- (2) Construction of the highway facility is to be undertaken by the Federal Highway Administration in compliance with the Act entitled "An Act for the Preservation of American Antiquities" approved June 8, 1906 (34 Stat. 225, 16 U.S.C. 432-433), and state laws where applicable.
- (3) The easement herein granted shall terminate 10 years from the date of the execution of this deed by the United States of America in the event construction of the highway on the right-of-way is not started during such period.
- (4) The easement herein granted is limited to use of the described right-of-way and the space above and below the established grade line of the highway pavement for the purposes of construction, operation, and maintenance of a highway in accordance with the approved plans and does not include the grant of any rights for non-highway purposes or facilities; provided, that the right of the Bureau of Land Management to use or authorize the use of any portion of the right-of-way for non-highway purposes shall not be exercised when such use would be inconsistent with the provisions of Title 23 of the United States Code and of the Federal Highway Administration Regulations issued pursuant thereto or would interfere with the free flow of traffic or impair the full use and safety of the highway, and in any case the Federal Highway Administration shall be consulted prior to the exercise of such rights; and provided, further that

nothing herein shall preclude the Bureau of Land Management from locating Department of the Interior information signs on the portions of the right-of-way outside of construction clearing limits.

- (5) The design and construction of highway projects situated on this right-of-way will be in accord with the provisions of Title 23, United States Code-Highways, and amendments; and the terms and conditions specified by the Bureau of Land Management.
- (6) Consistent with highway safety standards, the Grantee shall:
  - (a) Protect and preserve soil and vegetative cover and scenic and aesthetic values on the right-of-way outside construction limits.
  - (b) Provide for the prevention and control of soil erosion within the right-of-way and adjacent lands that might be affected by the construction operation, or maintenance of the highway, and shall vegetate and keep vegetated with suitable species, all earth cut or fill slopes feasible for revegetation or other areas on which ground cover is destroyed. The Grantee shall maintain all terracing, waterbars, lead-off ditches, or other preventive works that may be required to accomplish this objective. This provision shall also apply to slopes that are reshaped following slides which occur during or after construction.
- (7) The Grantee shall establish no borrow, sand, or gravel pits, stone quarry, or permanent storage areas, sites for highway operation and maintenance facilities, camps, supply depot or disposal areas within the right-of-way unless shown on approved construction plans without first obtaining approval.
- (8) The Grantee shall maintain the right-of-way and highway facilities to acceptable standards of repair, orderliness, neatness, sanitation, and safety.
- (9) When need for the easement herein granted shall no longer exist and the area has been rehabilitated to protect the public and environment, the Grantee shall give notice of that fact to the Secretary of Transportation and the rights herein agreed shall terminate and land shall immediately revert to the full control of the Secretary of the Department of the Interior or his assigns.
- (10) In the event of a reversion, the Grantee shall reasonably restore the land subject to the easement to the condition which existed prior to the transfer and be responsible for its protection and maintenance until such time as the Grantee executes and records a quitclaim deed documenting the termination of the easement and the revesting of title in the United States.
- (11) The Grantee shall reestablish or restore public land monuments, other land monuments identifying property corners or witness markers disturbed or destroyed by construction, reconstruction, or maintenance according to instructions of the Bureau

of Land Management, Department of the Interior or in accordance with standards established by applicable federal and state law.

(12) The provision of Title VI of the Civil Right Act of 1964 (78 Stat. 242) shall be complied with.

I, Nitika Nitashni, Attorney, State of California, Department of Transportation, am duly licensed to practice law in the State of California, and hereby certify that this deed is legally sufficient for its stated purpose.

*Nitika Nitashni*  
Signature of Attorney

6/16/20  
Date

IN WITNESS WHEREOF, I, Vincent MAMMANO Division Administrator, pursuant to delegations of authority from the Secretary of Transportation and the Federal Highway Administrator, by virtue of authority in me vested by law, have hereunto subscribed my name as of the day and year first above written.

UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL HIGHWAY ADMINISTRATION

By *Vincent Mammano*  
VINCENT P. MAMMANO  
California Division Administrator

THIS IS TO CERTIFY, that the County of Inyo, a political subdivision of the State of California, accepts for public purposes the real property described in this deed and consents to its recordation by order of the County of Inyo Board of Supervisors on April 20 ~~2020~~ <sup>2021</sup> as signed by its duly authorized officer:

*JG* 2021

By: Jeff Griffiths

*Jeff Griffiths*  
CHAIRPERSON  
County of Inyo  
Board of Supervisors

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of SACRAMENTO

On March 2, 2021 before me, Harris, notary public  
(insert name and title of the officer)

personally appeared VINCENT PAUL MAMMANO,  
 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~  
 subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in  
 his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the  
 person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

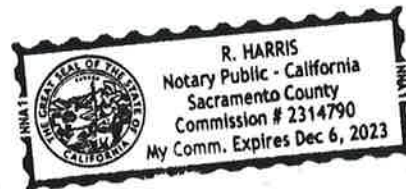
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Harris

(Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )
County of Inyo )
On May 28, 2021 before me, L. HODGEN, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Jeffrey Griffiths
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Easement Deed Document Date:
Number of Pages: Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:
[ ] Corporate Officer -- Title(s):
[ ] Partner -- [ ] Limited [ ] General
[ ] Individual [ ] Attorney in Fact
[ ] Trustee [ ] Guardian or Conservator
[ ] Other:
Signer Is Representing:

COPY

EXHIBIT "A"

AN EASEMENT ACROSS A PORTION OF THE TRACT OF LAND BEING IN THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 2, TOWNSHIP 17 SOUTH, RANGE 36 EAST, M.D.B & M., LOCATED IN INYO COUNTY, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHEAST CORNER OF SAID SECTION 2 MARKED BY A CALIFORNIA DEPARTMENT OF TRANSPORTATION BRASS CAP ON A 2 INCH IRON PIPE SET IN CONCRETE AS SHOWN ON THAT RECORD OF SURVEY RECORDED ON OCTOBER 27, 1987 IN BOOK 11 OF RECORD OF SURVEYS AT PAGE 88, OFFICIAL RECORDS OF INYO COUNTY, FROM WHICH A 2 INCH IRON PIPE IN ROCK MOUND PER LAS ANGELES DEPARTMENT OF WATER AND POWER FIELD BOOK 1254/68 DATED APRIL 21 1969, AS SHOWN ON SAID RECORD OF SURVEY AND BEING THE EAST QUARTER CORNER OF SAID SECTION 2, BEARS SOUTH 00° 42' 23" EAST, 2635.53 FEET (NORTH 00° 42' 25" WEST); THENCE SOUTH 55° 28' 28" WEST, 1157.22 FEET TO THE **POINT OF BEGINNING**; THENCE NORTH 17° 23' 05" WEST, 40.00 FEET; THENCE SOUTH 72° 36' 55" WEST, 37.58 FEET; THENCE ALONG A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 165.00 FEET, A CENTRAL ANGLE OF 62° 44' 49", AND A LENGTH OF 180.70 FEET; THENCE SOUTH 09° 52' 06" WEST, 65.59 FEET; THENCE ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 85.00 FEET, A CENTRAL ANGLE OF 75° 37' 49", AND A LENGTH OF 112.20 FEET; THENCE SOUTH 85° 29' 55" WEST, 123.90 FEET, MORE OR LESS, TO THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 2; THENCE ALONG SAID WEST LINE, SOUTH 00° 42' 23" EAST, 80.18 FEET; THENCE LEAVING SAID WEST LINE, NORTH 85° 29' 55" EAST, 129.20 FEET, MORE OR LESS, TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 165.00 FEET; THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 75° 37' 49", A LENGTH OF 217.80 FEET; THENCE NORTH 09° 52' 06" EAST, 65.59 FEET; THENCE ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 85.00 FEET, A CENTRAL ANGLE OF 62° 44' 49", AND A LENGTH OF 93.09 FEET; THENCE NORTH 72° 36' 55" EAST, 37.58 FEET; THENCE NORTH 17° 23' 05" WEST, 40.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A TOTAL OF 42,529 SQUARE FEET, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 4 (EPOCH 2010.00), AS DETERMINED BY TIES BETWEEN NATIONAL GEODETIC SURVEY HPGN HORIZONTAL CONTROL STATIONS "Q 1380" (PID - GS0616) AND "V 1407" (PID - GT1776) AND TAKEN AS NORTH 12° 27'37" WEST.

ALL DISTANCES DESCRIBED HEREIN ARE GROUND DISTANCES.

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE.

THIS DESCRIPTION WAS PREPARED UNDER MY DIRECTION IN CONFORMANCE WITH SECTION 8726 OF THE BUSINESS AND PROFESSIONS CODE OF THE STATE OF CALIFORNIA.

APN 029-100-41-00 PORTION.

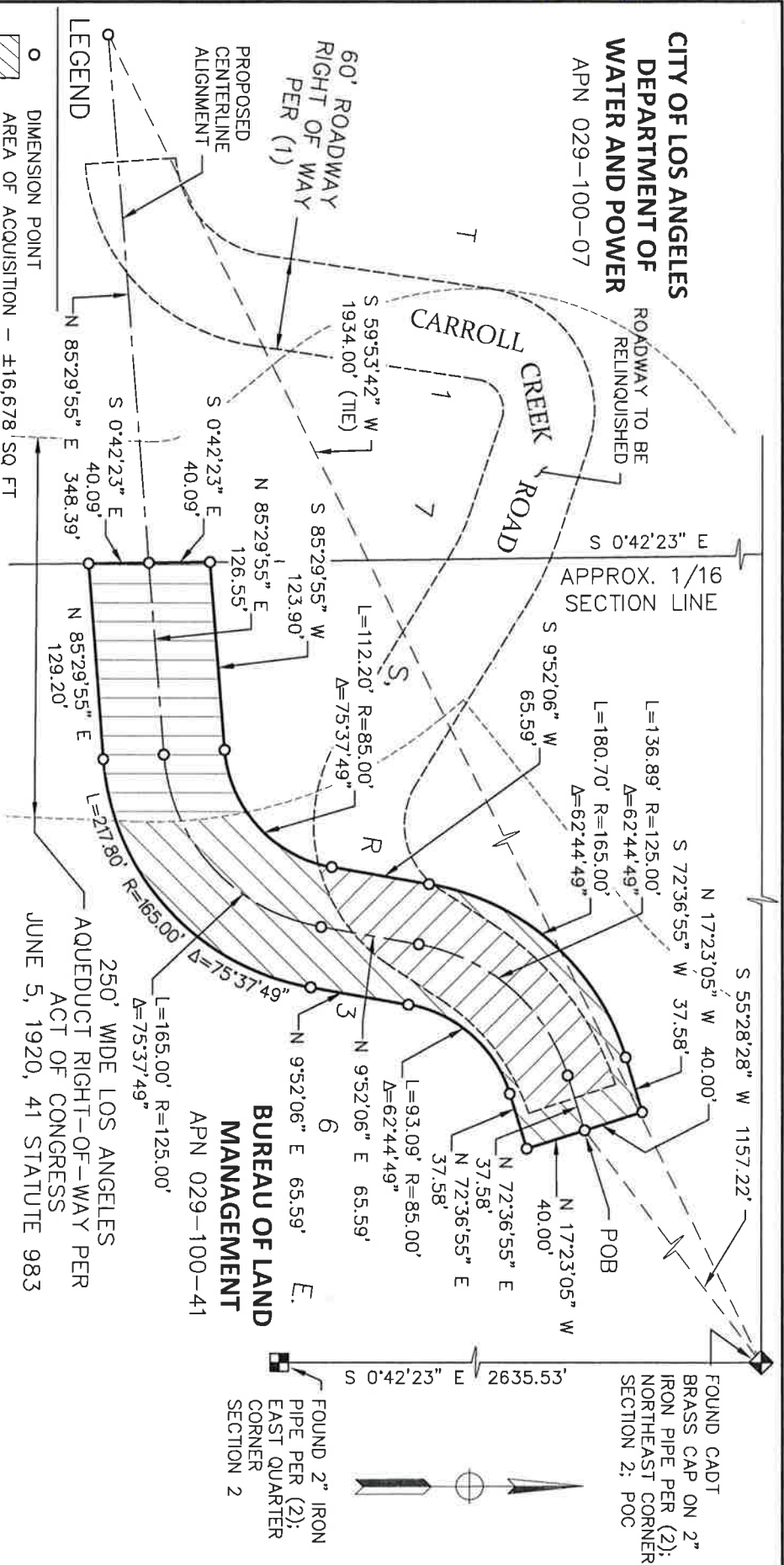
*Garrett B. McLaughlin* 4/20/2020  
GARRETT B. McLAUGHLIN                      DATE  
PLS L9090





**CITY OF LOS ANGELES  
DEPARTMENT OF  
WATER AND POWER**  
APN 029-100-07

ROADWAY TO BE  
RELINQUISHED  
APPROX. 1/16  
SECTION LINE



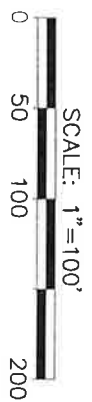
- LEGEND**
- DIMENSION POINT
  - ▨ AREA OF ACQUISITION - ±16,678 SQ. FT.
  - ▧ AREA OF EXISTING ROADWAY EASEMENT PER (1)
  - ▩ AREA OF ACQUISITION - ±12,157 SQ. FT.
  - ▤ AREA OF AQUEDUCT RIGHT OF WAY WITHIN ACQUISITION - ±13,694 SQ. FT.
- (1) "RIGHT OF WAY MAP FOR A PORTION OF CARROLL CREEK ROAD LOCATED IN SECTION 2, T.17S, R.36E, M.D.B.&M., DWG. NO. R/W 401, ON FILE WITH THE COUNTY OF INYO SURVEYOR'S OFFICE.
- (2) BOOK 11 OF RECORD OF SURVEYS, PAGE 88, INYO CO. SECTION CORNER
- ◆ QUARTER SECTION CORNER
- POINT OF BEGINNING
- POINT OF COMMENCEMENT



**BUREAU OF LAND  
MANAGEMENT**  
APN 029-100-41

250' WIDE LOS ANGELES  
AQUEDUCT RIGHT-OF-WAY PER  
ACT OF CONGRESS  
JUNE 5, 1920, 41 STATUTE 983

COUNTY OF INYO  
STATE OF CALIFORNIA  
**EXHIBIT "B"**  
HIGHWAY EASEMENT DEED

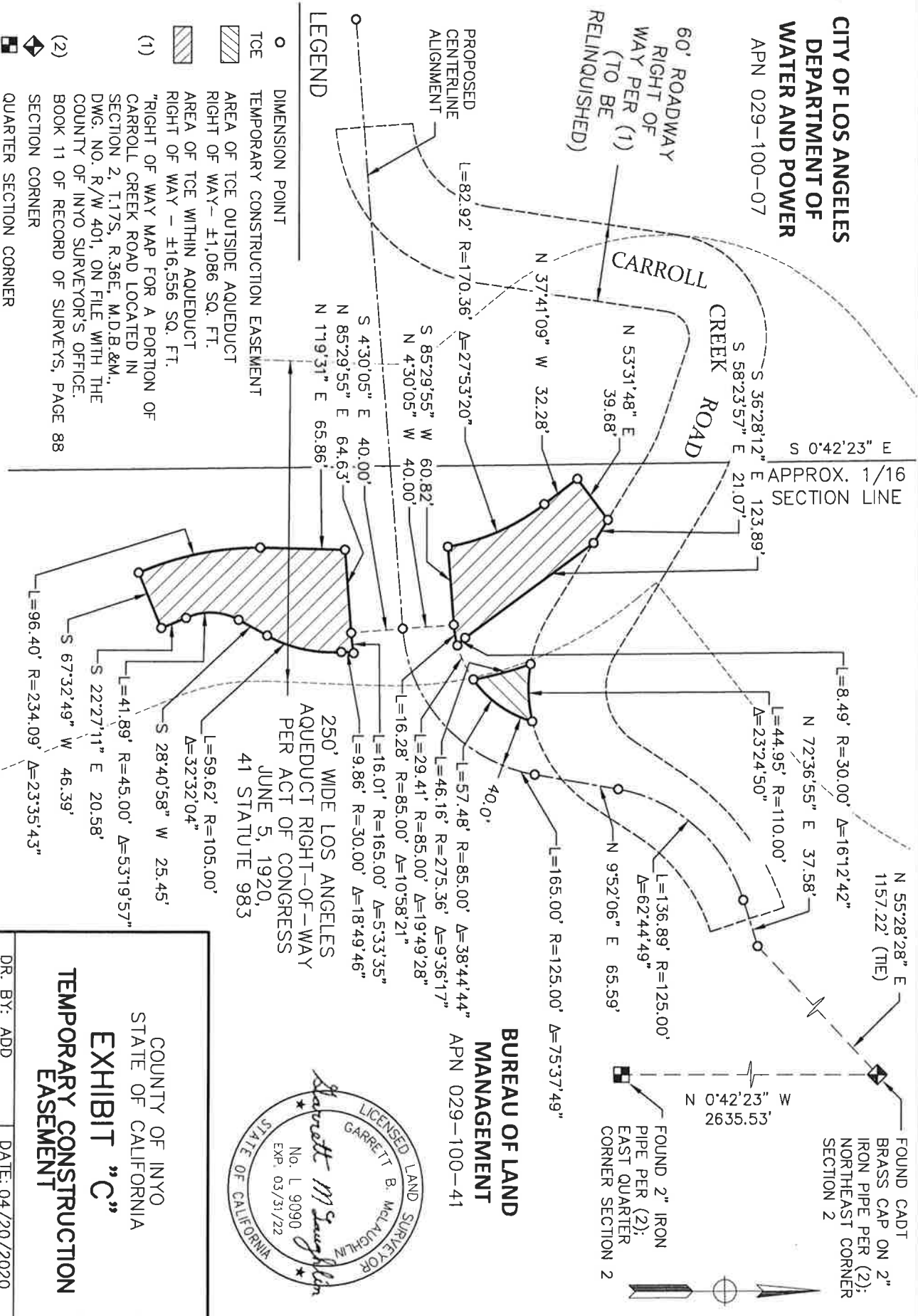


DR. BY: ADD	DATE: 04/20/20
GKD BY: JAT	SCALE 1" = 100'
CO. RTE. PM	
INYO	3 OF 4

**CITY OF LOS ANGELES  
DEPARTMENT OF  
WATER AND POWER**

APN 029-100-07

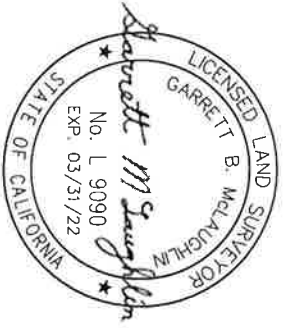
60' ROADWAY  
RIGHT OF  
WAY PER (1)  
(TO BE  
RELINQUISHED)



**LEGEND**

- DIMENSION POINT
- TEMPORARY CONSTRUCTION EASEMENT
- ▨ AREA OF TCE OUTSIDE AQUEDUCT RIGHT OF WAY - ±1,086 SQ. FT.
- ▨ AREA OF TCE WITHIN AQUEDUCT RIGHT OF WAY - ±16,556 SQ. FT.
- (1) "RIGHT OF WAY MAP FOR A PORTION OF CARROLL CREEK ROAD LOCATED IN SECTION 2, T.17S, R.36E, M.D.B.&M., DWG. NO. R/W 401, ON FILE WITH THE COUNTY OF INYO SURVEYOR'S OFFICE. BOOK 11 OF RECORD OF SURVEYS, PAGE 88 SECTION CORNER
- (2) QUARTER SECTION CORNER

**BUREAU OF LAND  
MANAGEMENT**  
APN 029-100-41



COUNTY OF INYO  
STATE OF CALIFORNIA  
**EXHIBIT "C"**  
**TEMPORARY CONSTRUCTION  
EASEMENT**

DR. BY: ADD	DATE: 04/20/2020
GKD BY: JAT	SCALE 1" = 100'
CO. RTE: PM	
INYO	4 OF 4



May 5, 2022

Mr. Michael Errante, Public Works Director  
County of Inyo  
P.O. Drawer Q  
Independence, CA 93526

Dear Mr. Errante:

Subject: Letter of Non-Objection for the Construction of Walker Creek Bridge Over the  
Los Angeles Aqueduct Right-of-Way

The Los Angeles Department of Water and Power (LADWP) has completed a review of Inyo County's (County) draft "Project Plans For Construction On Walker Creek Road" prepared by Quincy Engineering, Inc. (Project Plans), as identified in Exhibit A, attached hereto and incorporated herein, for the proposed construction of a new bridge, Bridge No. 48C-0051, (Project). The Project includes crossing a portion of the First Los Angeles Aqueduct (Aqueduct), as more particularly shown on Exhibit B, attached hereto and incorporated herein (Project Area). The Project Area is located within the City of Los Angeles' (City) historical easement and right-of-way of approximately 250-feet in width granted by the United States for the purpose of constructing, operating and maintaining canals, ditches, pipes and pipe lines, flumes, tunnels, and conduits for conveying water to the City.

LADWP has found no objections to the County's proposed Project, subject to the following terms and conditions:

1. LADWP's consent should not be construed as a subordination of LADWP's rights, title and interest in and to its easement and right-of-way. The County acknowledges LADWP's superior right, title, and interest to continually use its easement and right-of-way for all of the purposes for which they were acquired, without need for any further permit or permission from the County.

Mr. Michael Errante  
Page 2  
May 5, 2022

2. The County shall use the Project Area in such a manner as to not interfere unreasonably with the rights of LADWP. Nothing herein contained shall be construed as a release or waiver of any claim for compensation or damages which LADWP may now have or may hereafter acquire resulting from the construction or operation of the Project by the County in such a manner as to cause an unreasonable interference with the use of the Aqueduct by LADWP.
3. All work done, pursuant to the terms of this letter, shall be done in accordance with all applicable federal, state, local, or municipal laws, ordinances, statutes, permits, approvals, and regulations governing such work; and the provisions of such laws, ordinances, statutes, permits, approvals, and regulations are, by reference, made a part hereof as though incorporated verbatim herein.
4. Construction Obligations: The County will perform any and all construction work and activities in the Project Area under the following conditions:
  - a. LADWP reviewed the Project based on 95%-complete Project Plans attached hereto as Exhibit A. All construction/grading activities shall conform to Project Plans. Final (100%-complete) Project Plans shall be submitted to Mr. Earl Moosbrugger of Northern District Engineering and Technical Services Group at 300 Mandich Street, Bishop, CA 93514-3449. Any changes to Project Plans shall require resubmittal and LADWP's review prior to construction/grading activities.
  - b. All Project Plans shall be prepared by a Structural/Civil Engineer licensed to practice in the State of California.
  - c. The County shall provide Mr. Moosbrugger with notice of the construction schedule twenty-one (21) business days prior to the start of any construction work within the Aqueduct or LADWP's right-of-way. Mr. Moosbrugger can be contacted at (760) 873-0223 or via email at [Earl.Moosbrugger@LADWP.com](mailto:Earl.Moosbrugger@LADWP.com).
  - d. The County's contractor shall provide LADWP's Independence Construction and Maintenance Supervisor, Mr. Joseph Bowling, with notice, two (2) business days prior to the start of any construction work within the Aqueduct or LADWP's right-of-way. Mr. Bowling may be contacted at (760) 920-2686 or via email at [Joseph.Bowling@ladwp.com](mailto:Joseph.Bowling@ladwp.com).

- e. During construction, the County shall maintain one copy of the reviewed Project Plans at the job site at all times.
- f. The County shall construct a permanent fence on top of each bridge wall crossing the Aqueduct. Fences shall add at least five additional feet of height to each bridge wall. Each fence shall extend beyond the bridge walls and tie into existing Aqueduct fencing on each side of the Aqueduct. LADWP will construct the gate and fence from the bridge walls to tie into the existing Aqueduct fences. All fencing shall be constructed in accordance with the "Greenbook" Standard Specifications for Public Works Construction. The County shall submit their fence type and design plans to LADWP for approval.
- g. No additional or construction loads, either temporary or permanent, shall be placed on the Aqueduct.
- h. Fueling of vehicles and equipment shall not be allowed within 150 feet from the centerline of the Aqueduct.
- i. Storage or maintenance of any type of vehicle or equipment is not permitted within the Aqueduct or LADWP's right-of-way.
- j. Storage of any noxious, hazardous, toxic, corrosive, or explosive materials is not permitted on the Aqueduct and LADWP's right-of-way.
- k. Positive drainage away from the Aqueduct and LADWP's right-of-way and facilities shall be maintained to eliminate any possibility of damage from soil erosion, impounded water, or contamination.
- l. All cut and fill slopes within the Aqueduct and LADWP's right-of-way shall contain adequate berms, benches, and interceptor terraces. Revegetation measures shall also be provided for dust erosion control protection of the Aqueduct and LADWP's right-of-way and facilities.
- m. LADWP operations require continuous and uninterrupted access to LADWP's rights-of-way and easement around the Aqueduct. LADWP may require removal of any temporary obstructions during the construction process, without prior notice, to permit its access for maintenance and operation of the Aqueduct

- n. As-built plans, with all modifications, shall be furnished to LADWP within thirty (30) calendar days after completion of the Project.
  - o. Future requests to modify or construct improvements within LADWP's Aqueduct or LADWP's right-of-way shall be submitted to Mr. Moosbrugger, with a copy to LADWP's Real Estate Group.
5. The County shall be responsible for all costs and expenses related to its Project and the work described herein.
  6. After completion of the Project, the County will abandon or otherwise relinquish to the City, the County's ownership interest in the old bridge crossing the Aqueduct.
  7. All work done, pursuant to the terms and conditions of this letter, shall be done in accordance with the Highway Easement Deeds, as identified in Exhibit C, attached hereto and incorporated herein.
  8. The County shall furnish LADWP with evidence of insurance that conforms to the insurance requirements contained in the enclosed *Applicable Terms and Conditions and Contract Insurance Requirements*, hereto and made a part hereof, which specifically outlines the types and amounts of coverage required for this permission. You may return the required evidence of insurance documents to the LADWP's Risk Management section at the following address:

Los Angeles Department of Water and Power  
Evidence of Insurance Clerk  
Risk Management Section  
P. O. Box 51111, Room 465  
Los Angeles, CA 90051-0100  
Email: [riskmanagement.risky@ladwp.com](mailto:riskmanagement.risky@ladwp.com)

For your information and use, information on LADWP's insurance requirements are available on the Department of Water and Power's Risk Management website at <https://www.ladwp.com/riskmanagement>. You may contact Risk Management at (213) 367-4007 or (213) 367-4680.

9. The County acknowledges that it has inspected the Project Area, knows the condition thereof, and on behalf of itself and its successors, assigns, contractors, sub-contractors and sub-licensees undertakes and agrees to indemnify and hold harmless the City of Los Angeles, the LADWP, the Board of Water and Power Commissioners of the City of Los Angeles, and

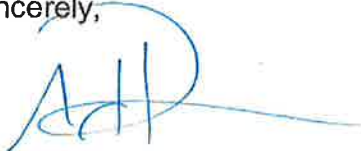
all of their officers, agents, representatives, successors in interest, assigns and employees (individually and collectively, "Indemnitees"), and at the option of LADWP, defend by counsel satisfactory to LADWP, the Indemnitees from and against any and all liens and claims of liens, suits, causes of action, claims, administrative proceedings, charges, damages (including but not limited to indirect, consequential, and incidental), demands, judgments, civil fines, penalties, or losses of any kind or nature whatsoever that are incurred by or asserted against the Indemnitees, for death, bodily injury or personal injury to any person, including but not limited to County's employees, customers, invitees and agents, or persons who enter onto the Project Area, or damage or destruction or loss of use of any property of either party hereto, or third persons in any manner arising by reason of, incidental to, or connected in any manner to: 1) this Letter of Non-Objection (LON); 2) the Project Area; 3) the acts, errors or omissions to act, willful misconduct, or non-performance or breach by the County of any term and/or condition of this LON; 4) the release or spill of any legally designated hazardous material or waste, resulting from or incident to the presence upon or performance of activities by the County or its officers, agents, employees, or sub-contractors of any tier with respect to the Project Area covered under this LON, regardless of any negligence on the part of the Indemnitees; except for the sole negligence or willful misconduct of LADWP. This indemnity shall be in addition to any other rights or remedies which Indemnitees have under law or under this LON. This obligation shall survive the expiration or termination of this LON.

10. LADWP's easement and right-of-way in the Aqueduct are superior to those of the County, Indian Wells Valley Water District, Mr. Michael Hogan, and Mr. Jeffrey Bohl. Any improvements, operations, construction, or maintenance activities within the Aqueduct shall not interfere with, or prevent, the full and perfect use and enjoyment by LADWP of the grant of rights and easements described in the Act of June 30, 1906, as Amended in the Act of June 5, 1920, and the Act of March 4, 1911. If at any time the County's improvements, operations, construction, or maintenance activities interfere with LADWP's rights, upon written notice from LADWP, the County will remove, relocate, modify or otherwise correct such interferences at the County's sole cost and expense.

Mr. Michael Errante  
Page 6  
May 5, 2022

Please acknowledge, accept, and agree to the terms and conditions of this letter by signing and returning the enclosed copy to LADWP at 300 Mandich Street, Bishop, California 93514-3449, Attn: Real Estate. If you have any questions, please contact Mr. Donald S. McGhie, Senior Real Estate Officer, at (760) 873-0248.

Sincerely,



Adam Perez  
Manager of Aqueduct

DSM:fm/sl

Enclosure (to be signed and returned)

Exhibits:

- Exhibit A. Draft Project Plans for Construction on Walker Creek Road
  - Exhibit B. Project Area Map
  - Exhibit C. Federal Highway Easement Deeds
- c: Indian Wells Valley Water District
- Mr. Michael Hogan
  - Mr. Jeffrey Bohl
  - Mr. Joseph Bowling
  - Mr. Earl D. Moosbrugger
  - Mr. Donald S. McGhie



Mr. Michael Errante  
Page 7  
May 5, 2022

The signature(s) affixed hereto of the County hereby warrants that he/she/they is/are authorized to do so and have the legal authority to bind the person or entity which they represent and on whose behalf they have executed this letter. The signature(s) certifies/certify that the County has read and does understand and accept each and every paragraph contained in this letter and agrees to abide by and be bound by same.

Executed on this \_\_\_ day of \_\_\_\_\_, 2022  
County of Inyo

By: \_\_\_\_\_  
Print Name: Michael Errante  
Title: Department of Public Works  
County of Inyo

Exhibit A.

Inyo County Public Works Project Plans for Construction on  
Walker Creek Road, 95% Submittal, May 29, 2020

APPROVED AS TO IMPACT ON COUNTY FACILITIES AND CONFORMANCE WITH APPLICABLE STATE STANDARDS AND PRACTICES AND THAT TECHNICAL OVERSIGHT WAS PERFORMED.

CONSULTANT DESIGN ENGINEER

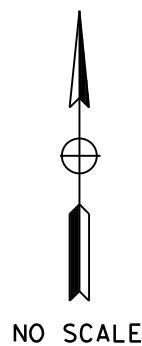
**INDEX OF PLANS**

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9-11	CONSTRUCTION DETAILS
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14	CONTOUR GRADING PLAN
15	DRAINAGE PLAN No. 1
16	DRAINAGE PROFILE
17	CONSTRUCTION AREA SIGNS
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**STRUCTURE PLANS**

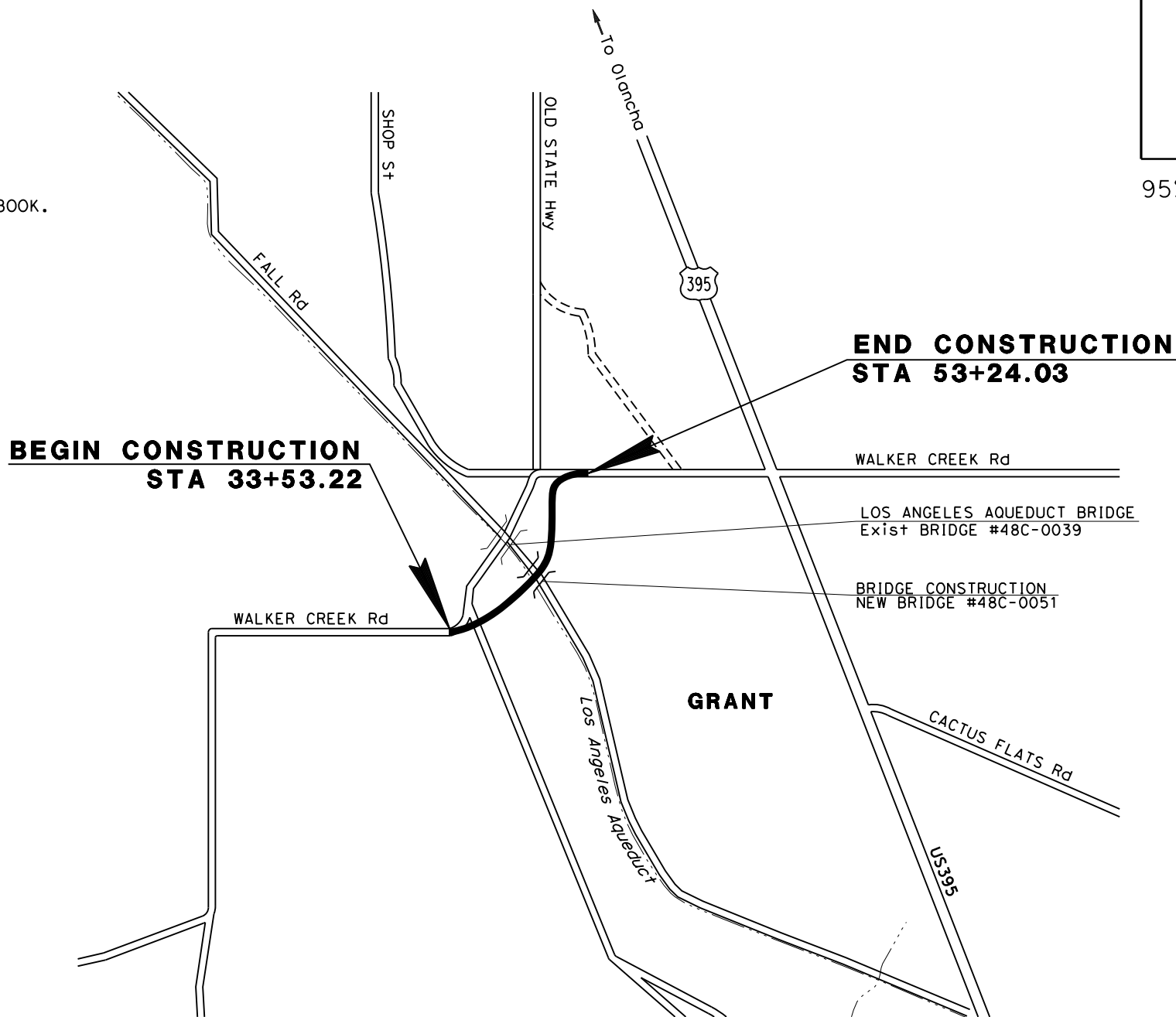
20	GENERAL PLAN
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26	PC/PS SLAB LAYOUT
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29	CHAIN LINK RAILING TYPE 2 DETAILS No. 2
30	BRIDGE RAIL DETAILS No. 1
31	BRIDGE RAIL DETAILS No. 2
32	BRIDGE RAIL DETAILS No. 3
33	LOG OF TEST BORINGS

THE STANDARD PLANS LIST APPLICABLE TO THIS CONTRACT IS INCLUDED IN THE NOTICE TO BIDDERS AND SPECIAL PROVISIONS BOOK.



**INYO COUNTY**  
**DEPARTMENT OF PUBLIC WORKS**  
**PROJECT PLANS FOR CONSTRUCTION ON**  
**WALKER CREEK ROAD**  
**IN INYO COUNTY NEAR GRANT**  
**ON WALKER CREEK ROAD**  
**ACROSS LOS ANGELES AQUEDUCT BRIDGE**  
**FEDERAL PROJECT No. BRLO-5948(076)**

TO BE SUPPLEMENTED BY STATE OF CALIFORNIA  
 STANDARD PLANS DATED 2018



95% SUBMITTAL

**END CONSTRUCTION**  
**STA 53+24.03**

**BEGIN CONSTRUCTION**  
**STA 33+53.22**

DIRECTOR INYO COUNTY PUBLIC WORKS DEPARTMENT REGISTERED CIVIL ENGINEER	DATE 
PLANS APPROVAL DATE	
PROJECT MANAGER REGISTERED CIVIL ENGINEER	DATE 
PLANS APPROVAL DATE	
PROJECT ENGINEER REGISTERED CIVIL ENGINEER	DATE 
PLANS APPROVAL DATE	

QUINCY ENGINEERING, INC. AND INYO COUNTY OR THEIR OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

QUINCY ENGINEERING, INC. 11017 COBBLEROCK DRIVE, SUITE 100 RANCHO CORDOVA, CA 95670	
INYO COUNTY PUBLIC WORKS DEPARTMENT 168 N. EDWARDS, P.O. DRAWER 0 INDEPENDENCE, CA 93526	
<b>CONTRACT No.</b>	<b>C00000</b>
<b>PROJECT ID</b>	<b>000000000</b>

THE CONTRACTOR SHALL POSSESS THE CLASS (OR CLASSES) OF LICENSE AS SPECIFIED IN THE "NOTICE TO BIDDERS."

DATE PLOTTED => 5/29/2020 TIME PLOTTED => 5:06:01 PM

XX XX XX XX XX  
 XX XX XX XX XX  
 XX XX XX XX XX  
 REVISOR BY DATE REVISOR  
 ROBERT FERGUSON, P.E. SEJIN OH, P.E.  
 CALCULATED-DESIGNED BY CHECKED BY  
 JAMES L. FOSTER JR., PE  
 INYO COUNTY - DEPARTMENT OF PUBLIC WORKS

- NOTES:**
- DIMENSIONS OF THE PAVEMENT STRUCTURES (STRUCTURAL SECTIONS) ARE SUBJECT TO TOLERANCES SPECIFIED IN THE STANDARD SPECIFICATIONS.
  - SUPERELEVATIONS ARE SHOWN ON THE SUPERELEVATION DIAGRAMS.

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
09	INY	CR		2	33

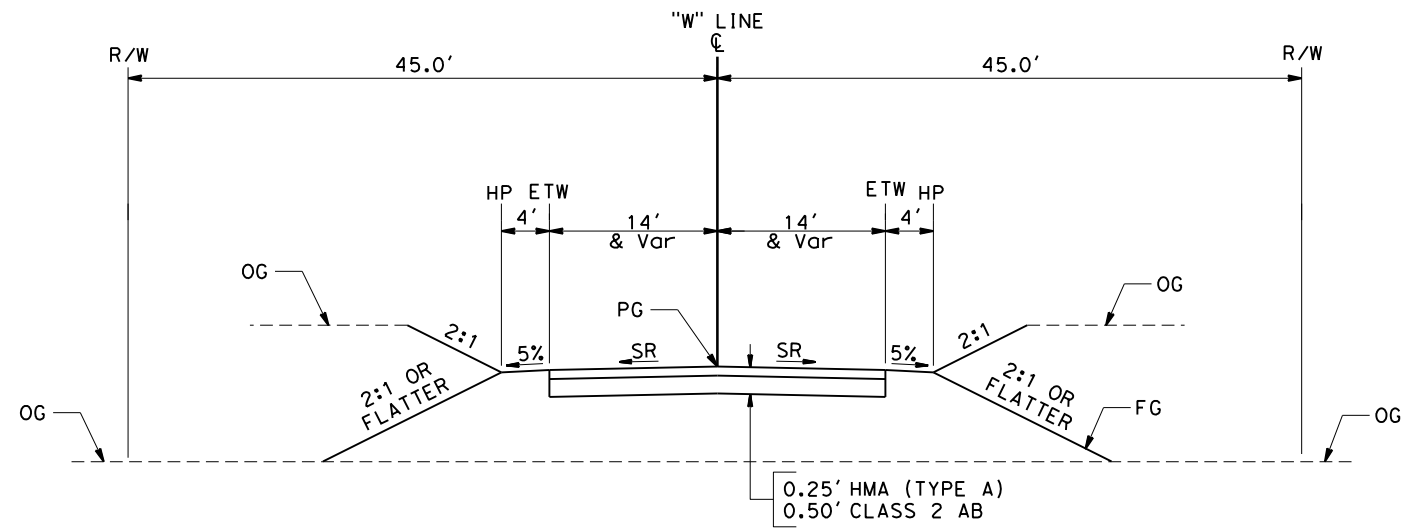
**DESIGN DESIGNATION**  
 RURAL LOCAL ROAD  
 ADT (2019) = 50  
 ADT (FUTURE) = <400  
 V = 30 MPH

REGISTERED CIVIL ENGINEER DATE  
**95% SUBMITTAL**  
 PLANS APPROVAL DATE

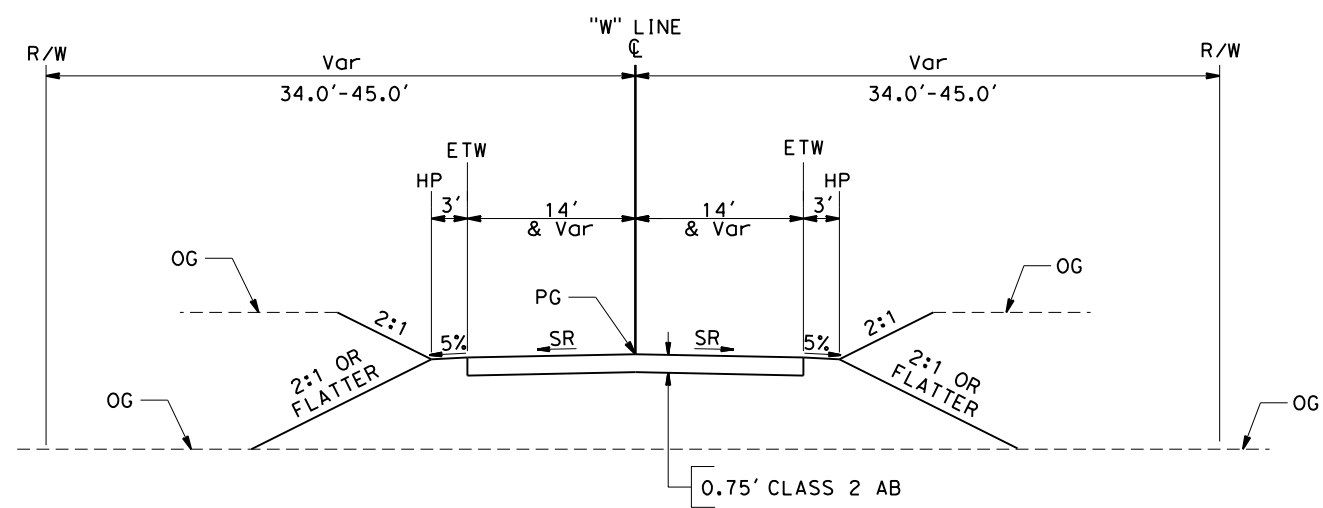
REGISTERED PROFESSIONAL ENGINEER  
 BRYAN STONE  
 No. C77427  
 CIVIL  
 STATE OF CALIFORNIA

THE COUNTY OF INYO OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

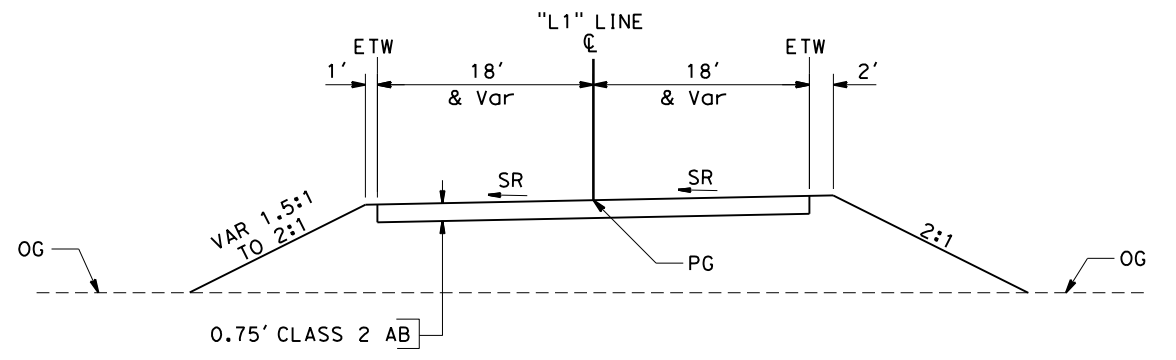
**QUINCY ENGINEERING**  
 QUINCY ENGINEERING, INC.  
 11017 COBBLEROCK DRIVE  
 RANCHO CORDOVA, CA 95670



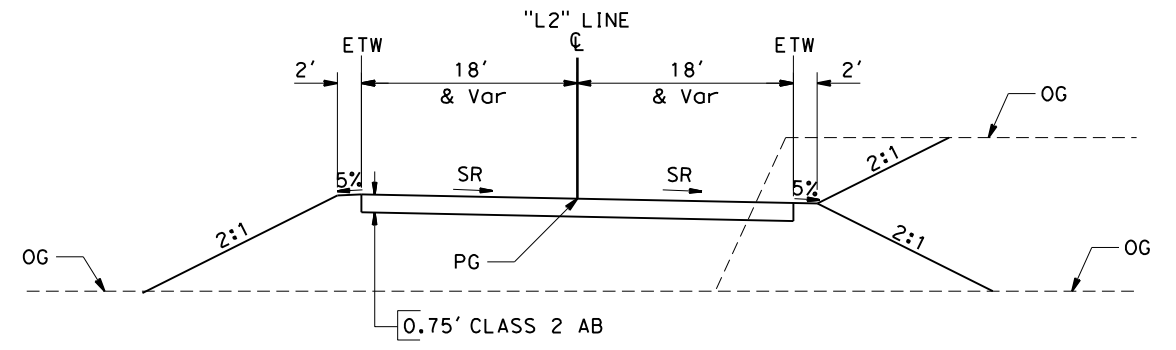
**WALKER CREEK ROAD**  
 Sta "W" 40+82.60 TO Sta "W" 41+92.83 BB  
 Sta "W" 42+50.83 EB TO Sta "W" 43+93.89



**WALKER CREEK ROAD**  
 Sta "W" 33+53.22 TO Sta "W" 40+82.60  
 Sta "W" 43+93.89 TO Sta "W" 53+09.98



**EAST LADWP PATROL ROAD**  
 Sta "L1" 1+32.87 TO Sta "L1" 4+58.84



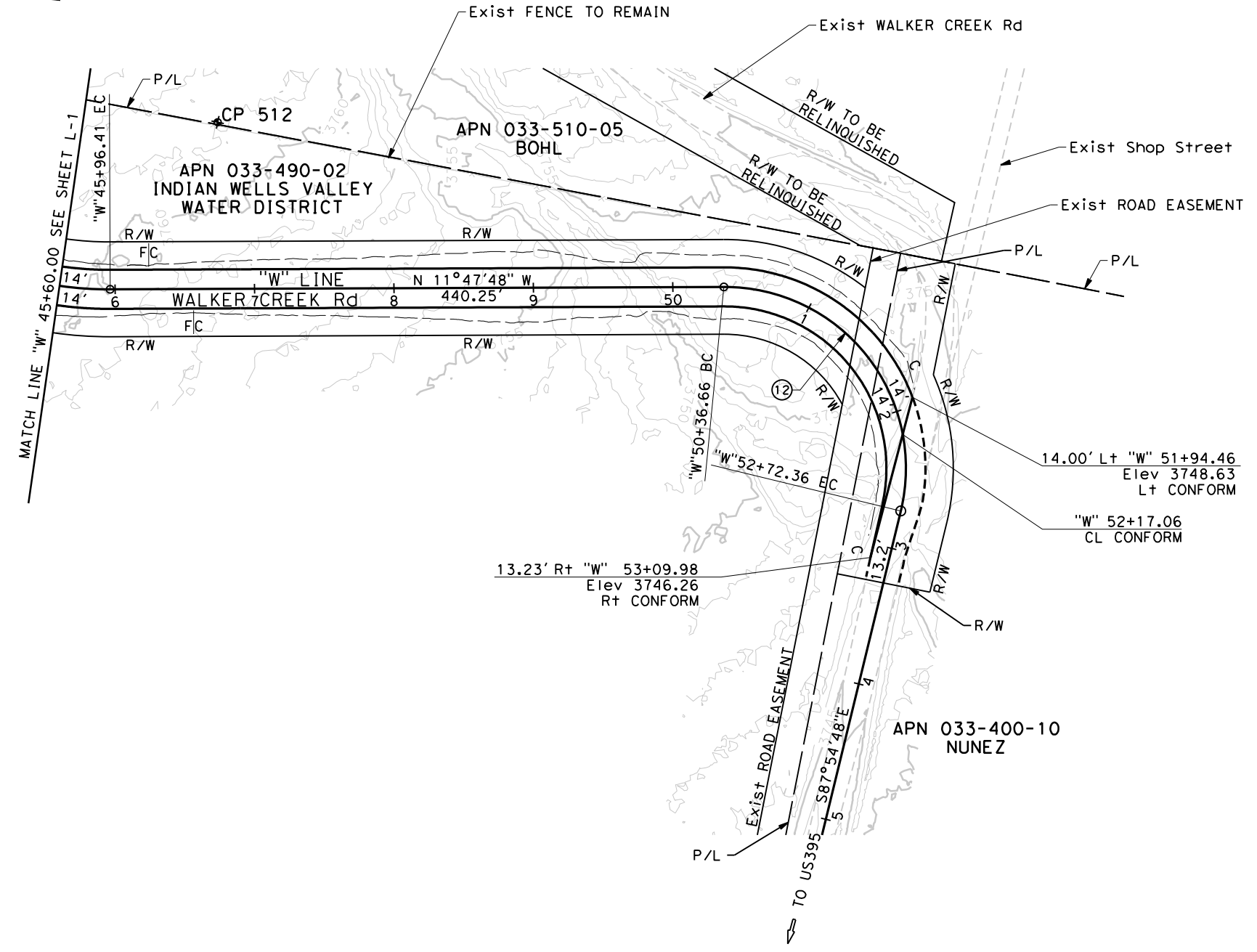
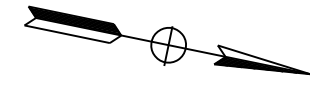
**WEST LADWP PATROL ROAD**  
 Sta "L2" 1+13.57 TO Sta "L2" 4+71.69

**TYPICAL CROSS SECTIONS**  
 NO SCALE  
**X-1**



INYO COUNTY - DEPARTMENT OF PUBLIC WORKS  
 CONSULTANT FUNCTIONAL SUPERVISOR  
 JAMES L. FOSTER JR., PE  
 CALCULATED-DESIGNED BY  
 CHECKED BY  
 ROBERT FERGUSON, P.E.  
 SEJIN OH, P.E.  
 REVISED BY  
 DATE REVISED  
 XX/XX/XX  
 XX/XX/XX  
 XX/XX/XX  
 XX/XX/XX  
 XX/XX/XX

**NOTE:**  
 FOR COMPLETE RIGHT OF WAY AND ACCURATE ACCESS DATA,  
 SEE RIGHT OF WAY RECORD MAPS AT THE COUNTY OFFICE.



**CURVE DATA**

No. ○	R	Δ	T	L
12	130.00'	103° 53' 01"	166.04'	235.70'

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
09	INY	CR		4	33

REGISTERED CIVIL ENGINEER DATE  
**95% SUBMITTAL**  
 PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER  
 BRYAN STONE  
 No. C77427  
 CIVIL  
 STATE OF CALIFORNIA

THE COUNTY OF INYO OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

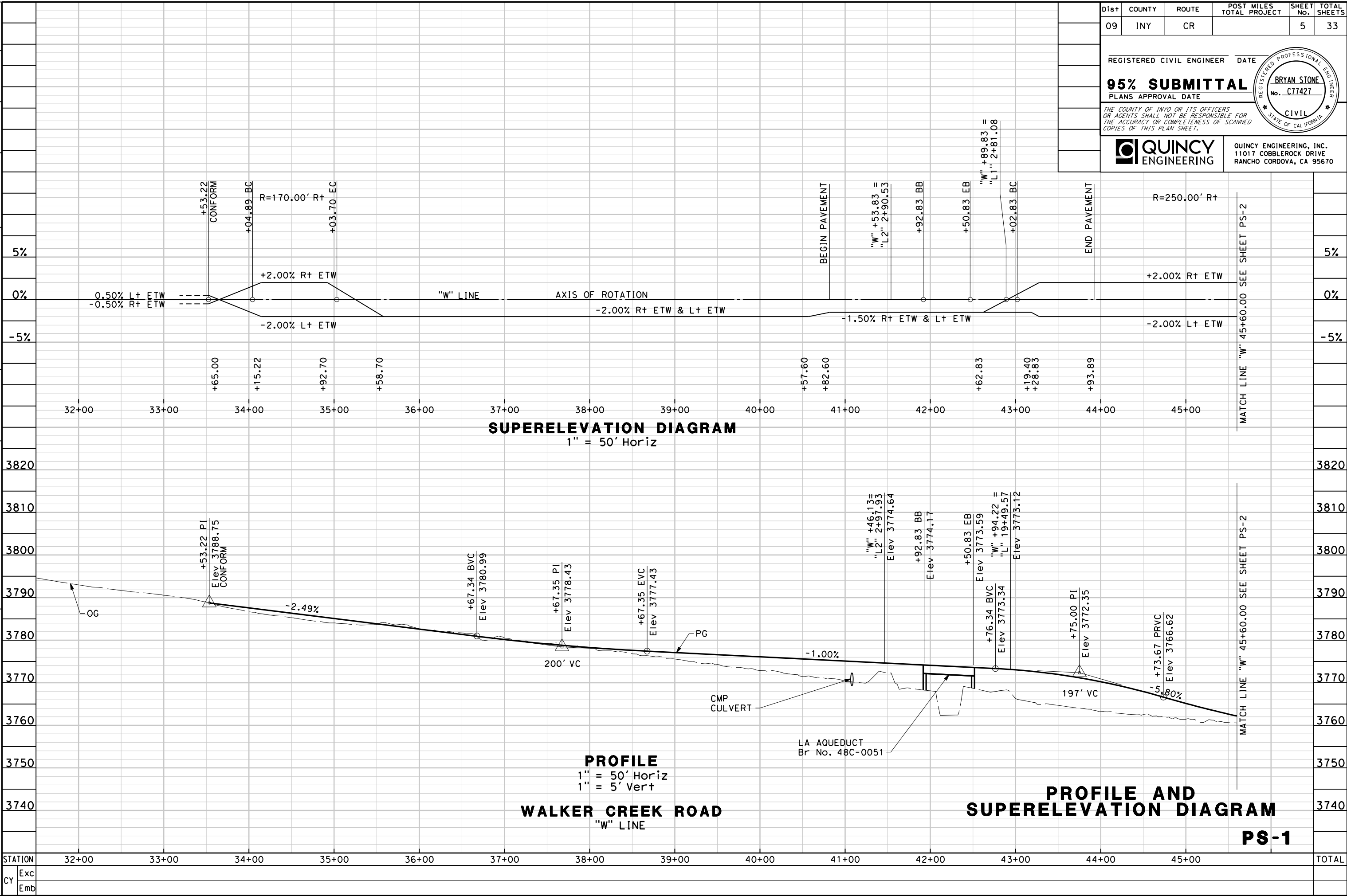
**QUINCY ENGINEERING**  
 QUINCY ENGINEERING, INC.  
 11017 COBBLEROCK DRIVE  
 RANCHO CORDOVA, CA 95670

**LAYOUT**  
 SCALE: 1"=50'

**L-2**

LAST REVISION DATE PLOTTED => 5/23/2020 00-00-00 TIME PLOTTED => 5:11:58 PM

INYO COUNTY - DEPARTMENT OF PUBLIC WORKS	CONSULTANT FUNCTIONAL SUPERVISOR	JAMES L. FOSTER JR., PE	CHECKED BY	ROBERT FERGUSON, P.E.	REVISOR	SEJIN OH, P.E.	DATE	XX/XX/XX	XX/XX/XX	XX/XX/XX	XX/XX/XX
	CALCULATED-DESIGNED BY	ROBERT FERGUSON, P.E.	CHECKED BY	SEJIN OH, P.E.	DATE	XX/XX/XX	XX/XX/XX	XX/XX/XX	XX/XX/XX	XX/XX/XX	XX/XX/XX



Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
09	INY	CR		5	33

REGISTERED CIVIL ENGINEER DATE

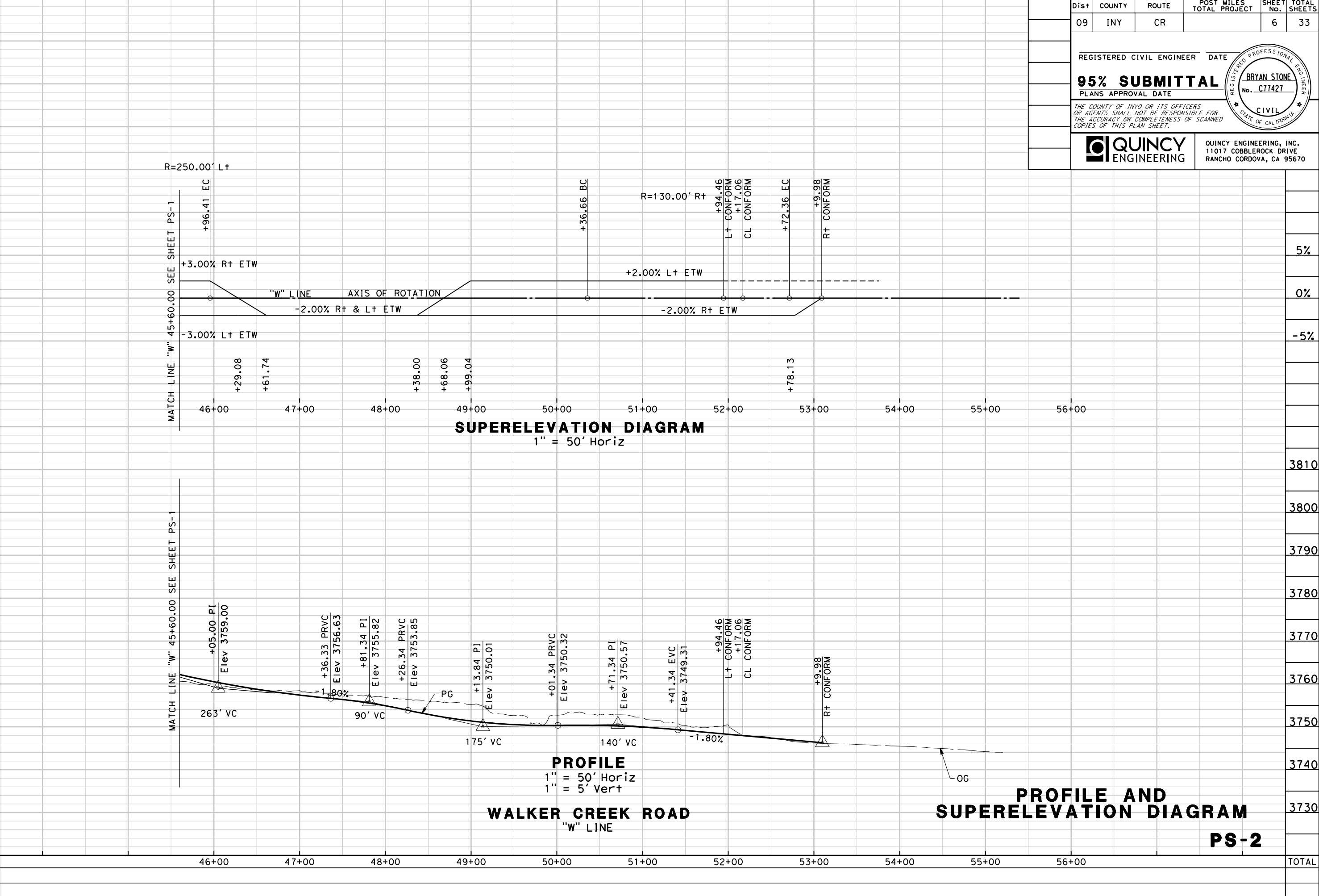
**95% SUBMITTAL**  
PLANS APPROVAL DATE

THE COUNTY OF INYO OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

**QUINCY ENGINEERING**  
QUINCY ENGINEERING, INC.  
11017 COBBLEROCK DRIVE  
RANCHO CORDOVA, CA 95670

REGISTERED PROFESSIONAL ENGINEER  
BRYAN STONE  
No. C77427  
CIVIL  
STATE OF CALIFORNIA

INYO COUNTY - DEPARTMENT OF PUBLIC WORKS	CONSULTANT FUNCTIONAL SUPERVISOR	JAMES L. FOSTER JR., PE	3810
	CALCULATED-DESIGNED BY	ROBERT FERGUSON, P.E.	5%
REVISOR	REVISOR	ROBERT FERGUSON, P.E.	5%
	DATE	XX/XX/XX	
REVISION	REVISION	SEJIN OH, P.E.	0%
	DATE	XX/XX/XX	
TOTAL SHEETS	TOTAL SHEETS	XX	XX
	POST MILES TOTAL PROJECT	XX/XX/XX	XX/XX/XX



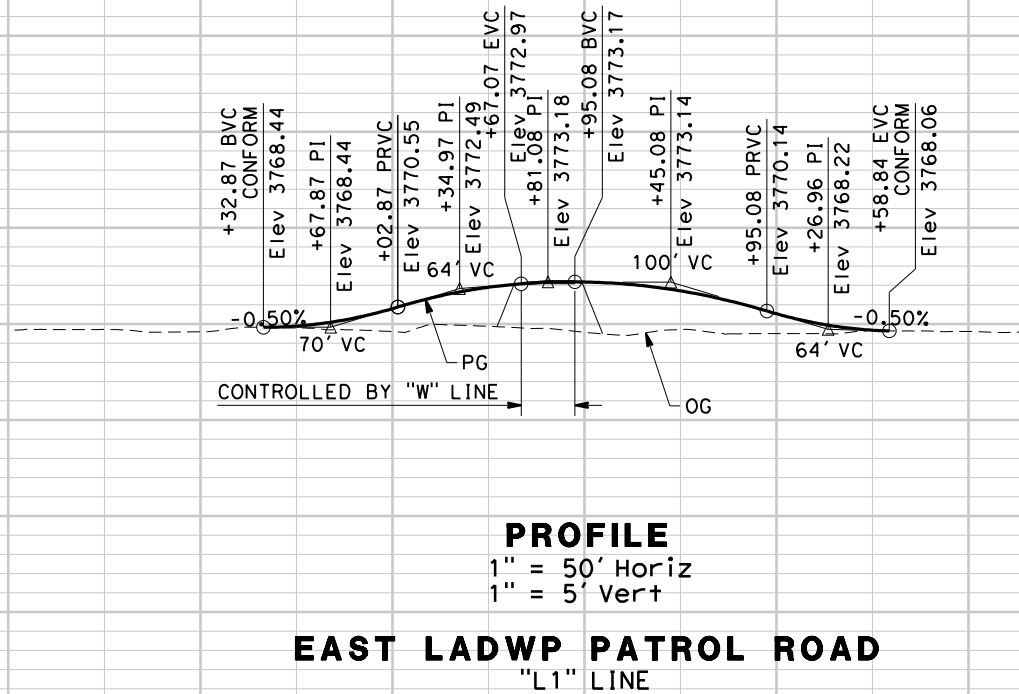
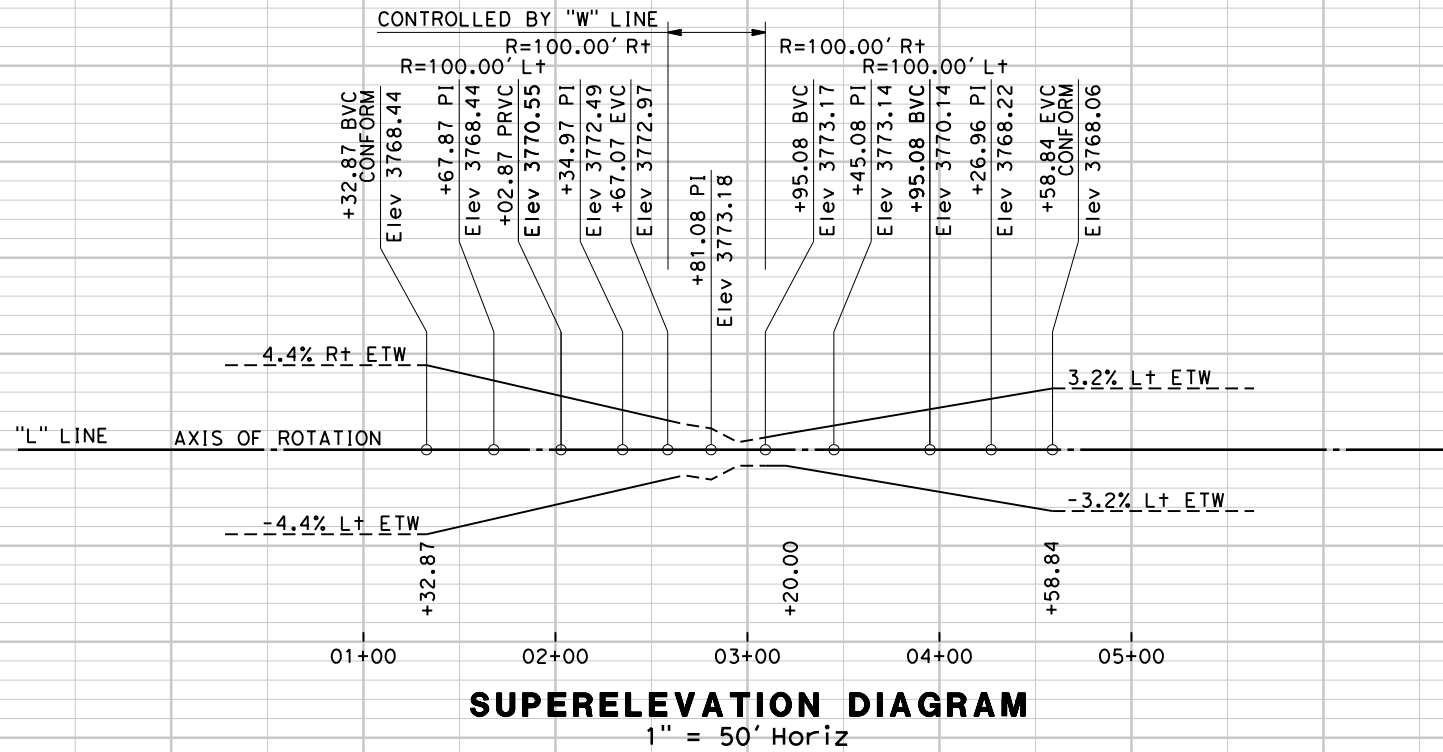
Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
09	INY	CR		6	33
REGISTERED CIVIL ENGINEER DATE					
<b>95% SUBMITTAL</b>					
PLANS APPROVAL DATE					
<small>THE COUNTY OF INYO OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.</small>					
<b>QUINCY ENGINEERING</b>			QUINCY ENGINEERING, INC. 11017 COBBLEROCK DRIVE RANCHO CORDOVA, CA 95670		

3810	5%
3800	0%
3790	-5%
3780	
3770	
3760	
3750	
3740	
3730	
TOTAL	

LAST REVISION DATE PLOTTED => 5/29/2020  
 00-00-00 TIME PLOTTED => 5:12:42 PM



INYO COUNTY - DEPARTMENT OF PUBLIC WORKS	STATION	Exc	XX	XX	XX	XX	XX
	CY	Emb	XX/XX/XX	XX/XX/XX	XX/XX/XX	XX/XX/XX	XX/XX/XX
CONSULTANT FUNCTIONAL SUPERVISOR	3780						
JAMES L. FOSTER JR., PE	3770						
ROBERT FERGUSON, P.E.	0%						
SEJIN OH, P.E.	-5%						
REVISOR	5%						
DATE REVISION							
CALCULATED-DESIGNED BY							
CHECKED BY							



**PROFILE AND SUPERELEVATION DIAGRAM**  
**PS-3**

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
09	INYO	CR		7	33

REGISTERED CIVIL ENGINEER DATE

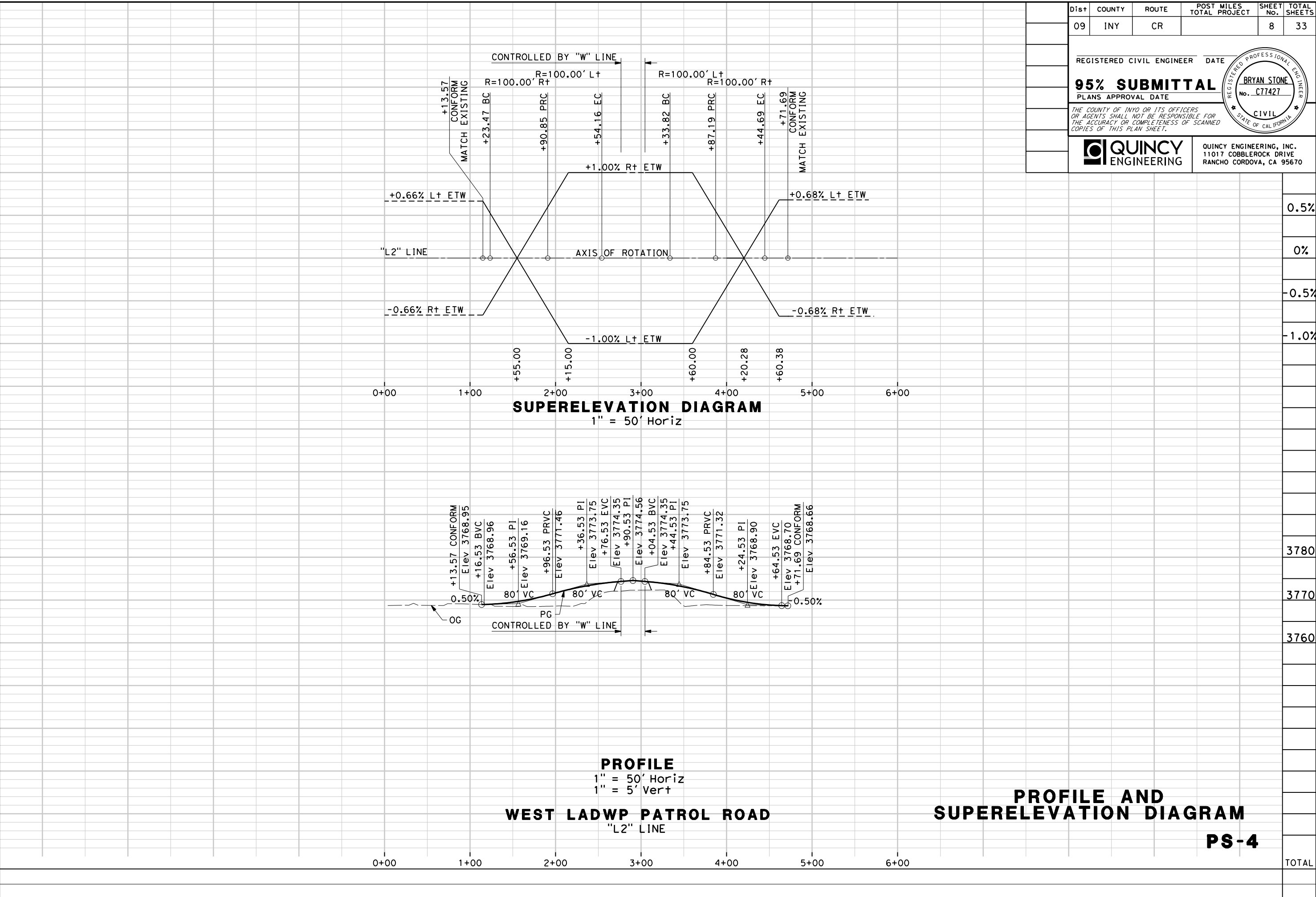
**95% SUBMITTAL**  
PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER  
BRYAN STONE  
No. C77427  
CIVIL  
STATE OF CALIFORNIA

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**QUINCY ENGINEERING**  
QUINCY ENGINEERING, INC.  
11017 COBBLEROCK DRIVE  
RANCHO CORDOVA, CA 95670

INYO COUNTY - DEPARTMENT OF PUBLIC WORKS	CONSULTANT FUNCTIONAL SUPERVISOR	JAMES L. FOSTER JR., PE	REVISOR	ROBERT FERGUSON, P.E.	DATE	1.0%	XX/XX/XX	XX
	CALCULATED-DESIGNED BY	CHECKED BY	DATE REVISED	SEJIN OH, P.E.	0.5%	XX/XX/XX	XX	
STATION	Exc	Emb	DATE	0%	XX/XX/XX	XX	XX	
				-0.5%	XX/XX/XX	XX	XX	
				-1.0%	XX/XX/XX	XX	XX	



Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
09	INYO	CR		8	33

REGISTERED CIVIL ENGINEER DATE

**95% SUBMITTAL**  
 PLANS APPROVAL DATE

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 QUINCY ENGINEERING, INC.  
 11017 COBBLEROCK DRIVE  
 RANCHO CORDOVA, CA 95670

REGISTERED PROFESSIONAL ENGINEER  
 BRYAN STONE  
 No. C77427  
 CIVIL  
 STATE OF CALIFORNIA

INYO COUNTY - DEPARTMENT OF PUBLIC WORKS  
 CONSULTANT FUNCTIONAL SUPERVISOR  
 JAMES L. FOSTER JR., PE  
 CALCULATED-DESIGNED BY  
 CHECKED BY  
 ROBERT FERGUSON, P.E.  
 SEJIN OH, P.E.  
 REVISED BY  
 DATE REVISED  
 XX/XX/XX  
 XX/XX/XX  
 XX/XX/XX  
 XX/XX/XX  
 XX  
 XX  
 XX  
 XX

**NOTE:**  
 1. FOR COMPLETE RIGHT OF WAY AND ACCURATE ACCESS DATA, SEE RIGHT OF WAY RECORD MAPS AT THE COUNTY OFFICE  
 2. FOR COMPLETE UTILITY INFORMATION, EASEMENTS, AND PROPOSED RIGHT OF WAY, SEE RIGHT OF WAY AND UTILITY PLAN SHEETS.

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
09	INYO	CR		9	33

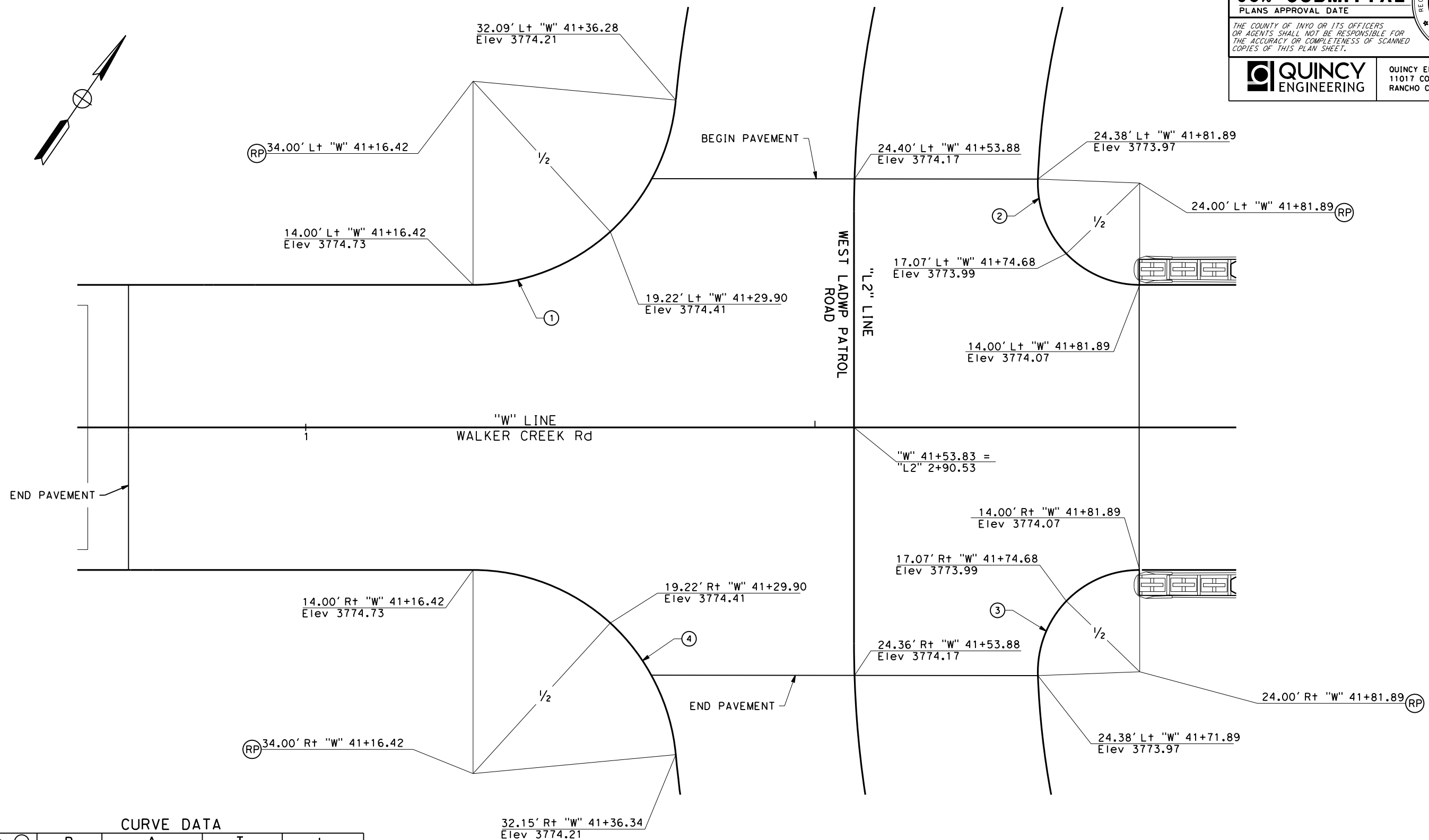
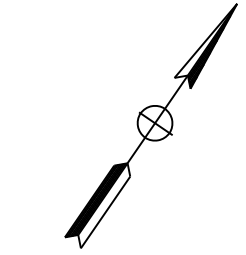
REGISTERED CIVIL ENGINEER DATE

**95% SUBMITTAL**  
 PLANS APPROVAL DATE

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 QUINCY ENGINEERING, INC.  
 11017 COBBLEROCK DRIVE  
 RANCHO CORDOVA, CA 95670

REGISTERED PROFESSIONAL ENGINEER  
 BRYAN STONE  
 No. C77427  
 CIVIL  
 STATE OF CALIFORNIA



**CURVE DATA**

No.	R	Δ	T	L
1	20.0'	84° 41' 33"	18.23'	29.56'
2	10.0'	92° 12' 03"	10.39'	16.09'
3	10.0'	92° 12' 03"	10.39'	16.09'
4	20.0'	84° 41' 33"	18.23'	29.56'

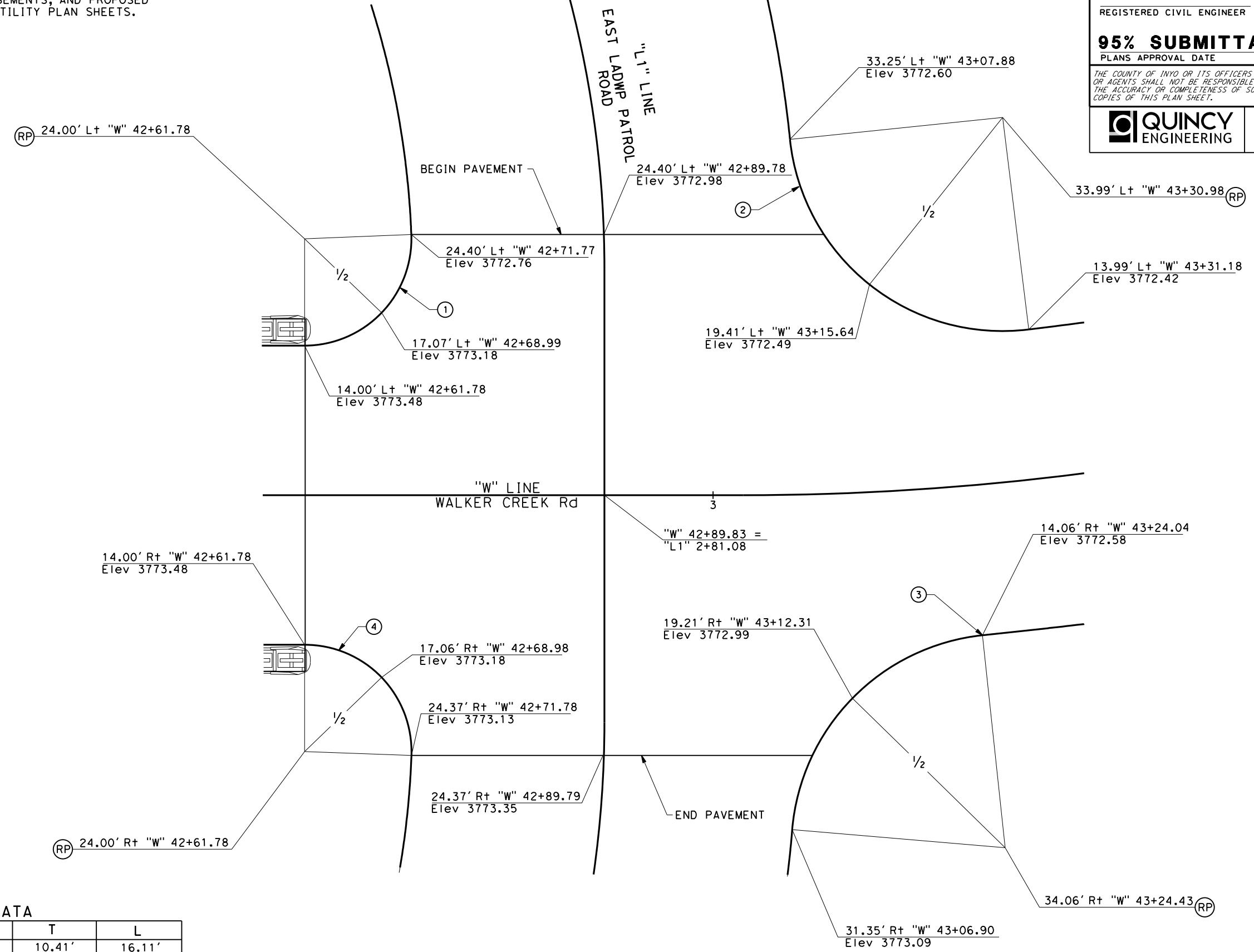
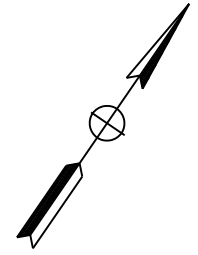
**CONSTRUCTION DETAILS**

SCALE: 1"=5'  
**C-1**

LAST REVISION DATE PLOTTED => 5/29/2020  
 00-00-00 TIME PLOTTED => 5:13:37 PM

INYO COUNTY - DEPARTMENT OF PUBLIC WORKS  
 CONSULTANT FUNCTIONAL SUPERVISOR  
 JAMES L. FOSTER JR., PE  
 CALCULATED-DESIGNED BY  
 CHECKED BY  
 ROBERT FERGUSON, P.E.  
 SEJIN OH, P.E.  
 REVISED BY  
 DATE REVISED  
 XX/XX/XX  
 XX/XX/XX  
 XX/XX/XX  
 XX/XX/XX  
 XX/XX/XX  
 XX/XX/XX

**NOTE:**  
 1. FOR COMPLETE RIGHT OF WAY AND ACCURATE ACCESS DATA, SEE RIGHT OF WAY RECORD MAPS AT THE COUNTY OFFICE  
 2. FOR COMPLETE UTILITY INFORMATION, EASEMENTS, AND PROPOSED RIGHT OF WAY, SEE RIGHT OF WAY AND UTILITY PLAN SHEETS.



Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
09	INYO	CR		10	33

REGISTERED CIVIL ENGINEER DATE \_\_\_\_\_  
**95% SUBMITTAL**  
 PLANS APPROVAL DATE \_\_\_\_\_

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**QUINCY ENGINEERING**  
 QUINCY ENGINEERING, INC.  
 11017 COBBLEROCK DRIVE  
 RANCHO CORDOVA, CA 95670

REGISTERED PROFESSIONAL ENGINEER  
 BRYAN STONE  
 No. C77427  
 CIVIL  
 STATE OF CALIFORNIA

**CURVE DATA**

No.	R	Δ	T	L
1	10.0'	92° 17' 16"	10.41'	16.11'
2	20.0'	91° 05' 20"	20.38'	31.80'
3	20.0'	79° 02' 01"	16.49'	27.59'
4	10.0'	92° 06' 50"	10.37'	16.08'

**CONSTRUCTION DETAILS**

SCALE: 1"=5'

**C-2**

LAST REVISION DATE PLOTTED => 5/29/2020 00-00-00 TIME PLOTTED => 5:14:05 PM

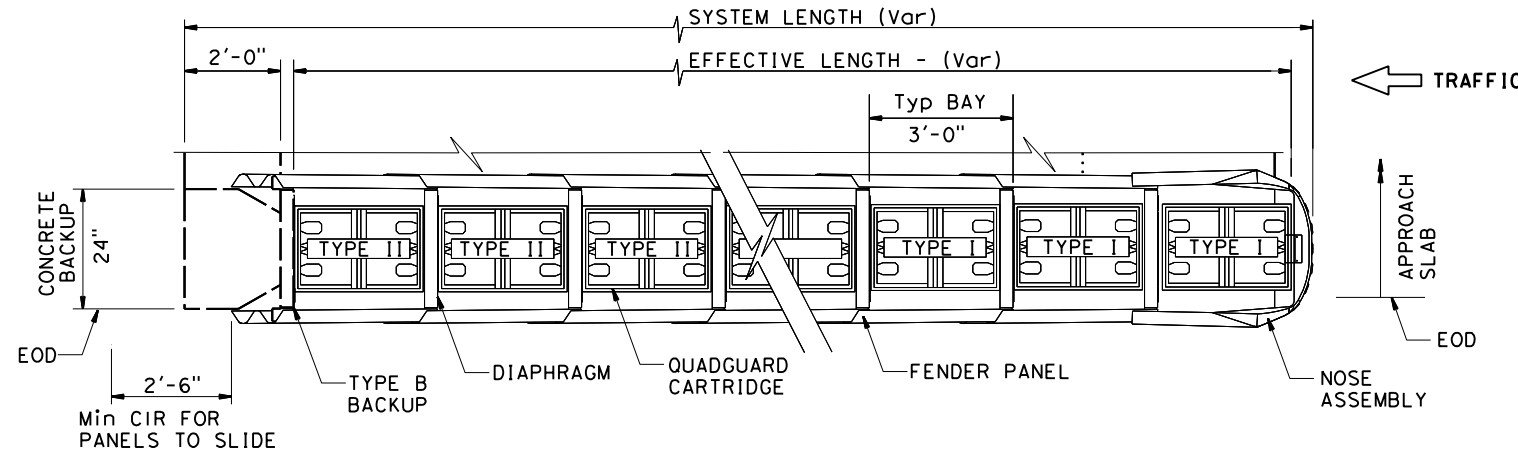
Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
09	INY	CR		11	33

REGISTERED CIVIL ENGINEER DATE  
**95% SUBMITTAL**  
 PLANS APPROVAL DATE

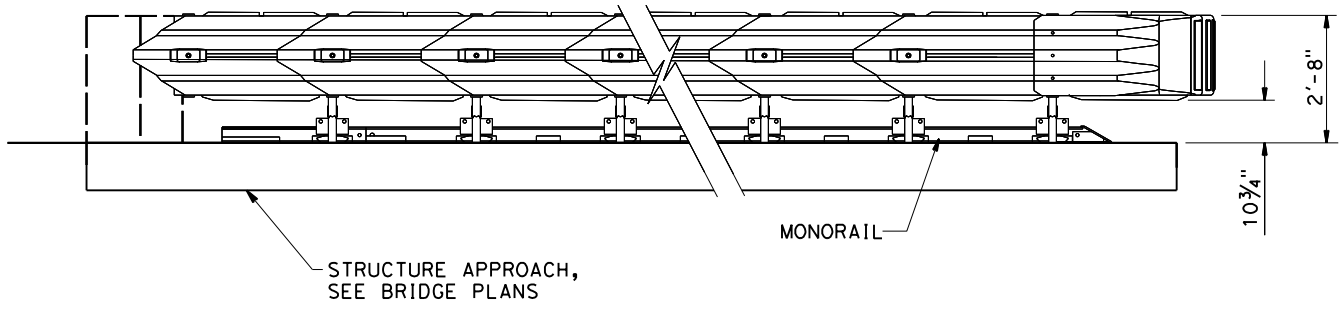
REGISTERED PROFESSIONAL ENGINEER  
**BRYAN STONE**  
 No. C77427  
 CIVIL  
 STATE OF CALIFORNIA

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**QUINCY ENGINEERING**  
 QUINCY ENGINEERING, INC.  
 11017 COBBLEROCK DRIVE  
 RANCHO CORDOVA, CA 95670



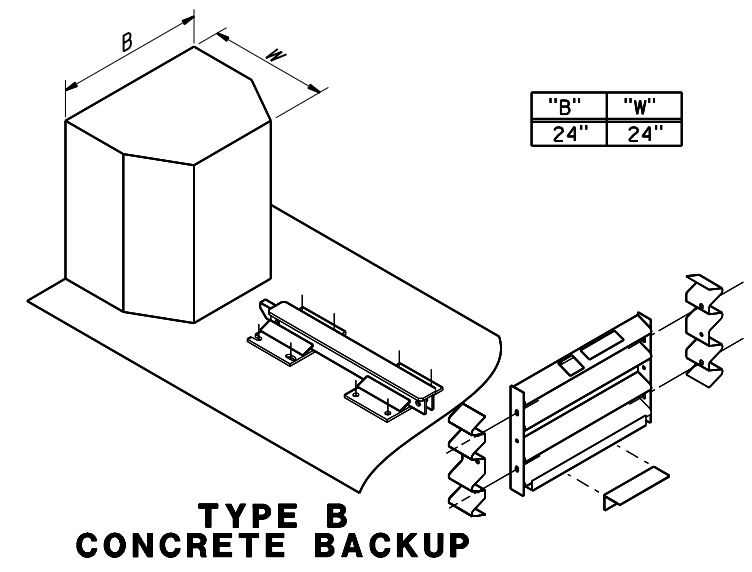
**PLAN**



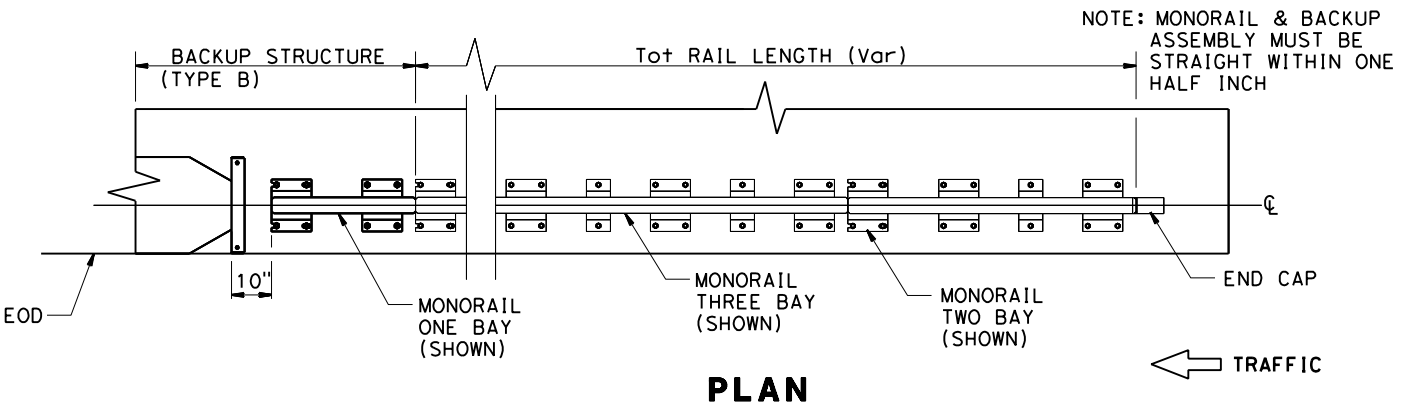
**ELEVATION**

**QUADGUARD II SYSTEM DETAIL**

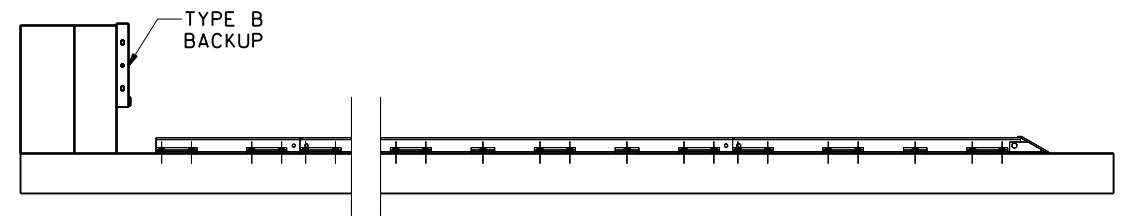
DESIGN SPEED (MPH)	No. OF BAYS	UNIT EFFECTIVE LENGTH	PAD LENGTH TYPE B
45 OR LESS	3	11'-3"	11'-6"



**TYPE B CONCRETE BACKUP**



**PLAN**



**ELEVATION**

**MONORAIL ASSEMBLY DETAIL**

(SEE THE MANUFACTURER'S SHOP DRAWINGS FOR MONORAIL HARDWARE INSTALLATION.)

**GENERAL NOTES**

- FOR BI-DIRECTIONAL TRAFFIC, APPROPRIATE TRANSITION PANELS WILL BE REQUIRED.
- DETAILS OF COMPONENTS FOR THE QUAD AND BACKUPS AND REINFORCING DETAILS WILL BE SHOWN ON THE MANUFACTURER'S SHOP DRAWINGS FURNISHED TO THE ENGINEER.
- CONCRETE SHALL BE CLASS 2 WITH A MINIMUM COMPRESSIVE STRENGTH OF 4,000 P.S.I.
- IF THE CROSS-SLOPE VARIES MORE THAN 2% OVER THE LENGTH OF THE SYSTEM, THE CONCRETE PAD WILL REQUIRE LEVELLING. MAXIMUM PERMISSIBLE CROSS-SLOPE IS 8%.
- THE INSTALLATION AREA SHOULD BE FREE FROM CURBS, ELEVATED OBJECTS, OR DEPRESSIONS.
- THE QUAD SYSTEM SHOULD BE APPROXIMATELY PARALLEL WITH THE BARRIER OR  $\phi$  OF MERGING BARRIERS.
- UNIT WIDTH SELECTED SHOULD BE ADEQUATE TO PROTECT AN ERRANT VEHICLE TRAVELLING AT 15 DEGREES TO THE ROADWAY FROM THE FACE OR CORNER OF THE FIXED OBJECT.

**CONSTRUCTION DETAILS**

NO SCALE

**C-3**

XX XX XX XX XX  
 REVISED BY DATE REVISED  
 ROBERT FERGUSON, P.E. SEJIN OH, P.E.  
 CALCULATED-DESIGNED BY CHECKED BY  
 JAMES L. FOSTER JR., PE  
 CONSULTANT FUNCTIONAL SUPERVISOR  
 INYO COUNTY - DEPARTMENT OF PUBLIC WORKS





XX	XX	XX	XX	XX	XX	XX	XX	XX
XX/XX/XX	XX/XX/XX	XX/XX/XX	XX/XX/XX	XX/XX/XX	XX/XX/XX	XX/XX/XX	XX/XX/XX	XX/XX/XX
ROBERT FERGUSON, P.E.	SEJIN OH, P.E.							
JAMES L. FOSTER JR., PE								
INYO COUNTY - DEPARTMENT OF PUBLIC WORKS								

**NOTE:**  
1. THIS PLAN IS ACCURATE FOR CONTOUR GRADING WORK ONLY.

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
09	INYO	CR		14	33

REGISTERED CIVIL ENGINEER DATE \_\_\_\_\_

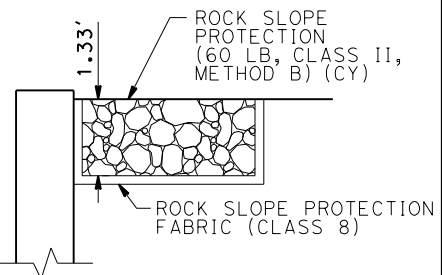
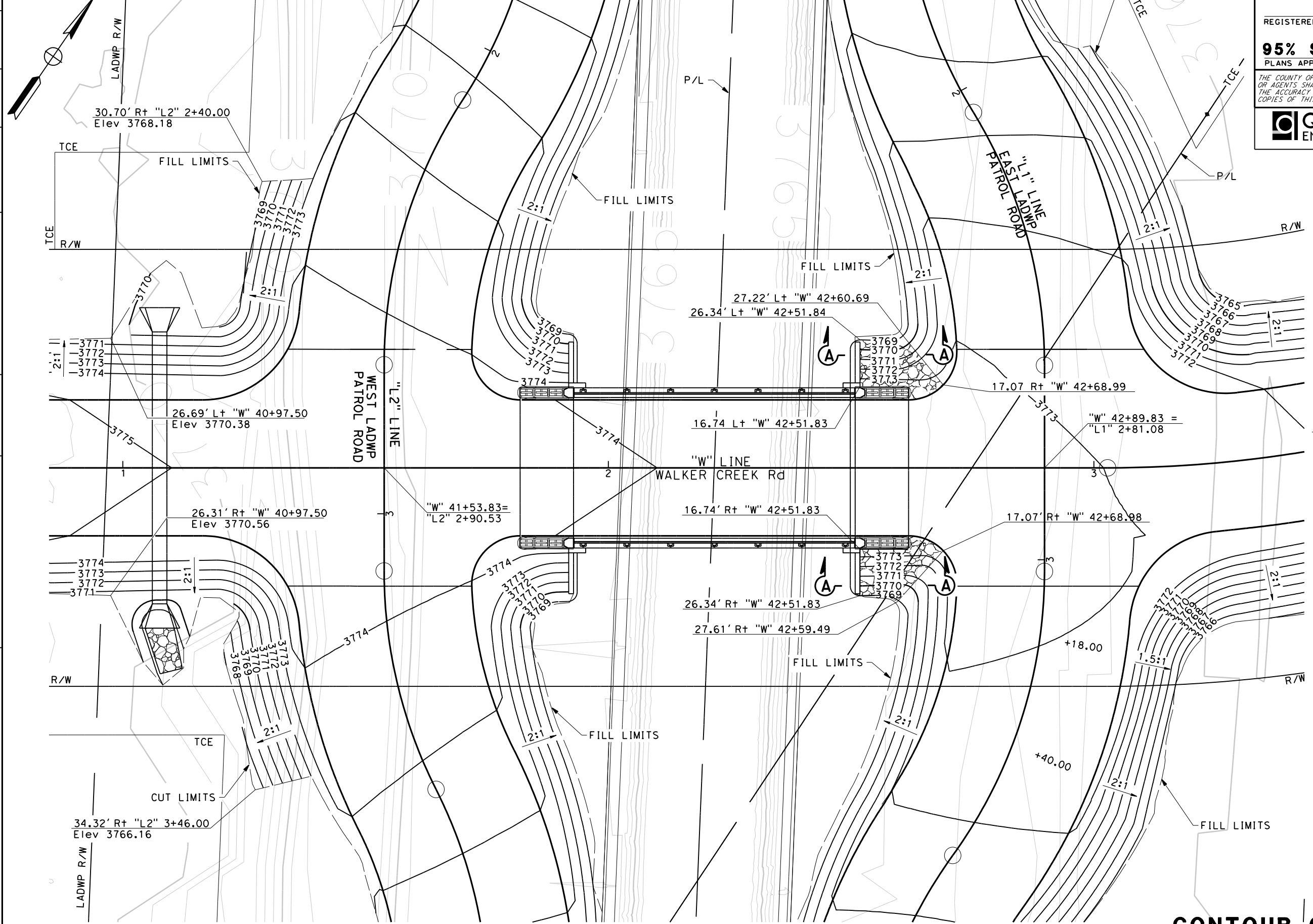
**95% SUBMITTAL**

PLANS APPROVAL DATE \_\_\_\_\_

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**QUINCY ENGINEERING**  
QUINCY ENGINEERING, INC.  
11017 COBBLEROCK DRIVE  
RANCHO CORDOVA, CA 95670

REGISTERED PROFESSIONAL ENGINEER  
**BRYAN STONE**  
No. C77427  
CIVIL  
STATE OF CALIFORNIA



**SECTION A-A**

**CONTOUR GRADING PLAN**



SCALE: 1"=5'  
**G-1**

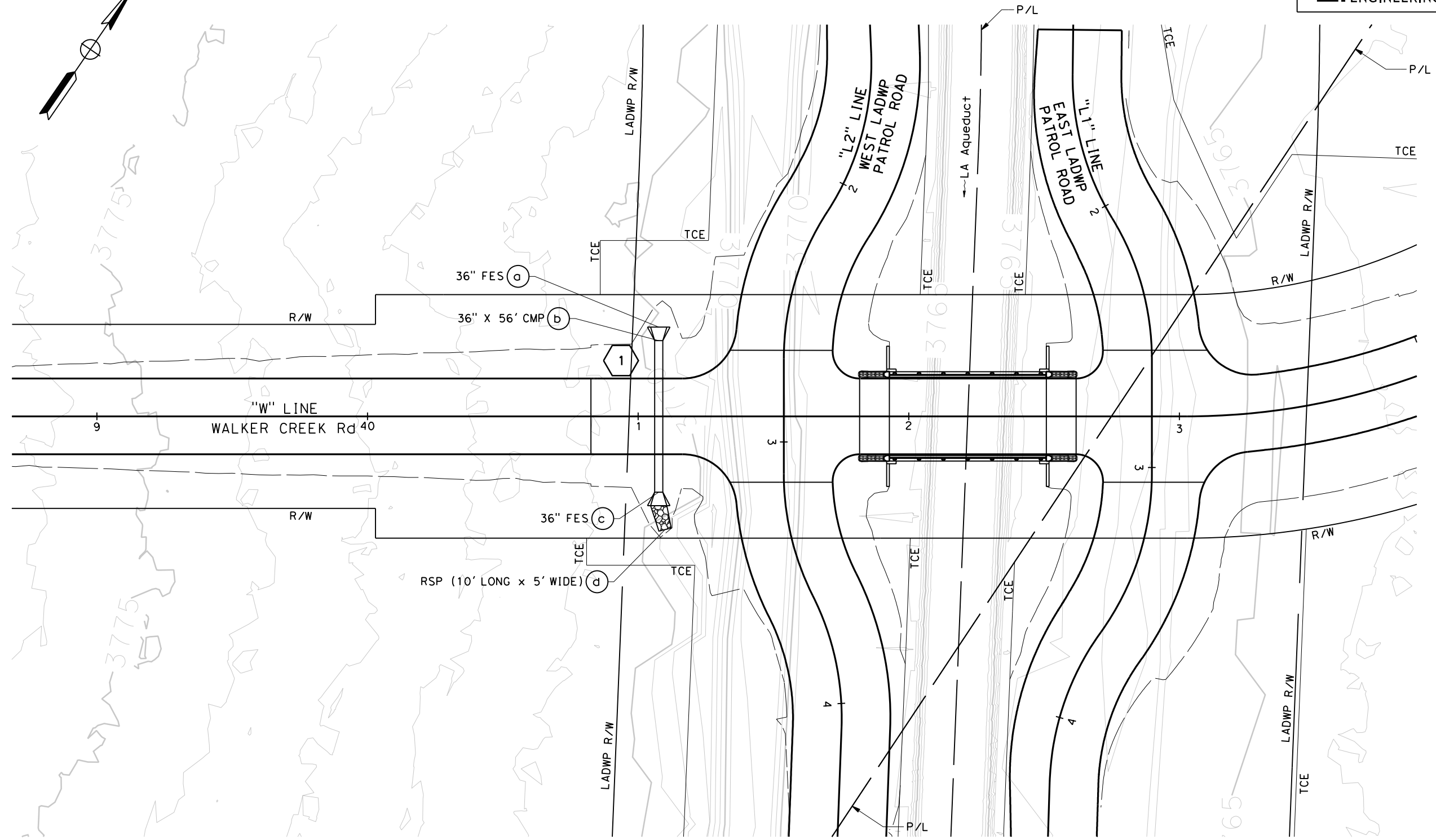
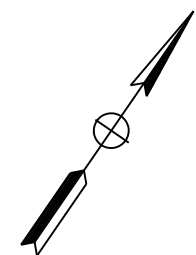
LAST REVISION DATE PLOTTED => 5/29/2020 00-00-00 TIME PLOTTED => 5:15:55 PM



XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX
XX/XX/XX	XX/XX/XX	XX/XX/XX	XX/XX/XX	XX/XX/XX	XX/XX/XX	XX/XX/XX	XX/XX/XX	XX/XX/XX	XX/XX/XX	XX/XX/XX	XX/XX/XX
REVISOR	DATE	REVISION	BY	DATE	REVISION	BY	DATE	REVISION	BY	DATE	REVISION
ROBERT FERGUSON, P.E.	SEJIN OH, P.E.										
CALCULATED-DRAWN	DESIGNED BY	CHECKED BY	CONSULTANT	FUNCTIONAL SUPERVISOR	INYO COUNTY - DEPARTMENT OF PUBLIC WORKS						
			JAMES L. FOSTER JR., PE								

**NOTES:**  
1. THIS PLAN ACCURATE FOR DRAINAGE WORK ONLY.

**LEGEND:**  
 DRAINAGE SYSTEM NUMBER  
 DRAINAGE UNIT NUMBER



Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
09	INY	CR		15	33

REGISTERED CIVIL ENGINEER DATE

**95% SUBMITTAL**  
PLANS APPROVAL DATE

**BRYAN STONE**  
No. C77427  
CIVIL  
STATE OF CALIFORNIA

THE COUNTY OF INYO OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

**QUINCY ENGINEERING**  
QUINCY ENGINEERING, INC.  
11017 COBBLEROCK DRIVE  
RANCHO CORDOVA, CA 95670

**DRAINAGE PLAN NO. 1**  
SCALE: 1"=20'  
**DP-1**

LAST REVISION DATE PLOTTED => 5/29/2020  
00-00-00 TIME PLOTTED => 5:18:26 PM

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
09	INY	CR		16	33

REGISTERED CIVIL ENGINEER DATE

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**QUINCY ENGINEERING**

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11017 COBBLEROCK DRIVE  
RANCHO CORDOVA, CA 95670

REGISTERED PROFESSIONAL ENGINEER  
BRYAN STONE  
No. C77427  
CIVIL  
STATE OF CALIFORNIA

INYO COUNTY - DEPARTMENT OF PUBLIC WORKS

CONSULTANT - JAMES L. FOSTER JR., PE

FUNCTIONAL SUPERVISOR

CALCULATED-DESIGNED BY

CHECKED BY

ROBERT FERGUSON, P.E.

SEJIN OH, P.E.

REVISOR

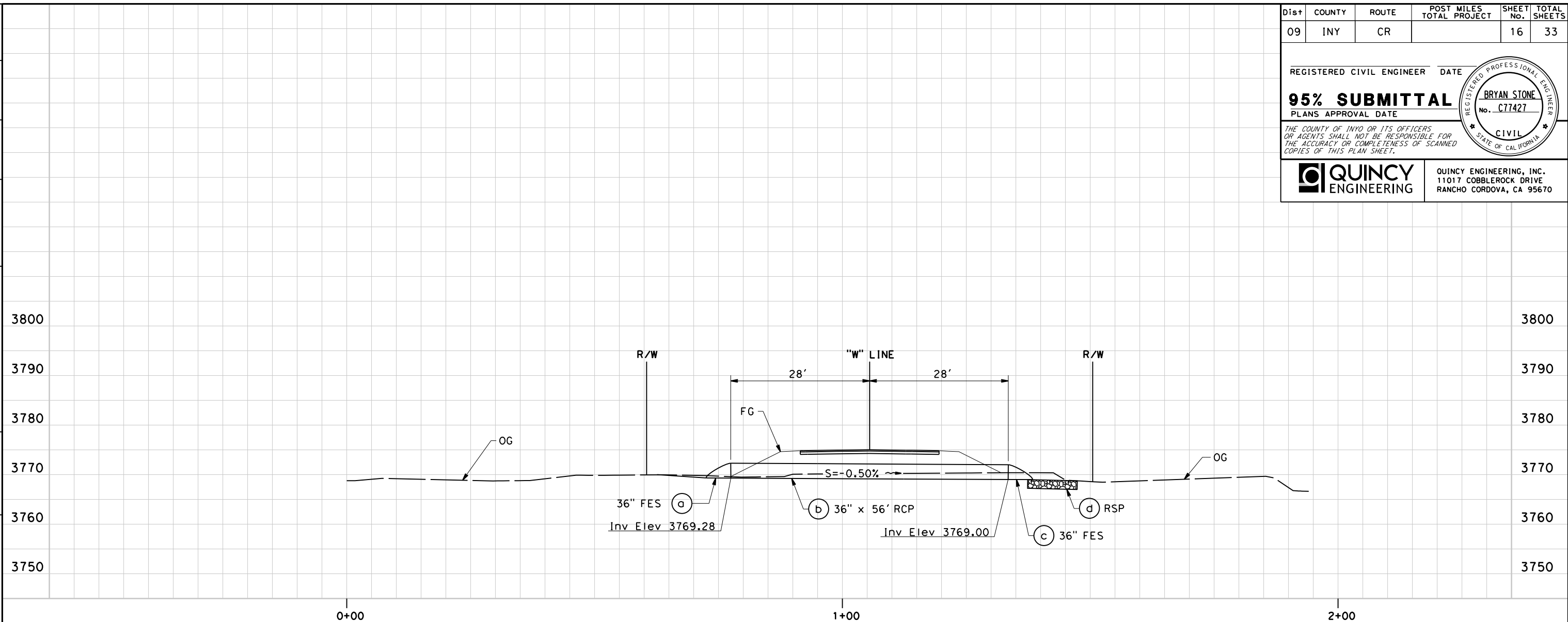
DATE

XX/XX/XX

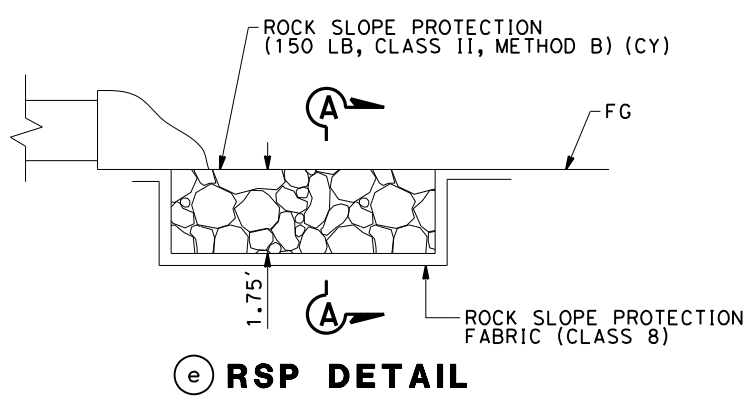
XX/XX/XX

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XX/XX/XX



**DRAINAGE SYSTEM No. 1**



**DRAINAGE PROFILE**

SCALE: 1"=10'

**DP-2**

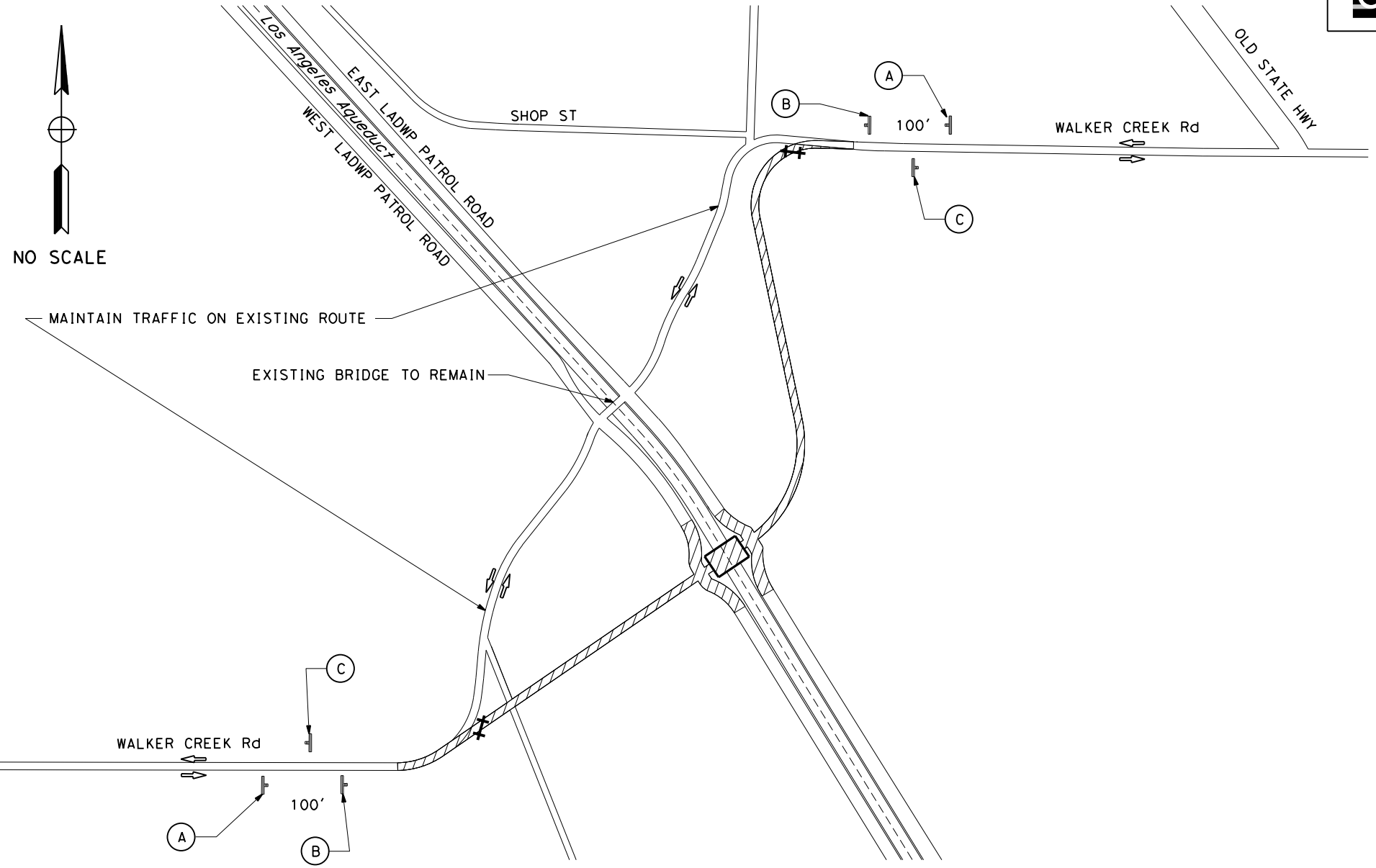
INYO COUNTY - DEPARTMENT OF PUBLIC WORKS  
 CONSULTANT - FUNCTIONAL SUPERVISOR  
 JAMES L. FOSTER JR., PE  
 CALCULATED - DESIGNED BY  
 CHECKED BY  
 ROBERT FERGUSON, P.E.  
 SEJIN OH, P.E.  
 REVISED BY  
 DATE REVISED  
 XX/XX/XX  
 XX/XX/XX  
 XX/XX/XX  
 XX/XX/XX  
 XX

**NOTES:**

1. THIS PLAN ACCURATE FOR CONSTRUCTION AREA SIGN WORK ONLY.
2. SIGN LOCATIONS ARE APPROXIMATE. EXACT LOCATIONS TO BE DETERMINED BY THE ENGINEER.

**LEGEND:**

- STATIONARY MOUNTED CAS - ONE POST
- CONSTRUCTION AREA SIGN
- LIMITS OF WORK
- DIRECTION OF TRAFFIC
- TYPE 3 BARRICADE



**CONSTRUCTION AREA SIGN PANELS**

SIGN No.	SIGN CODE		PANEL SIZE (LxD)	SIGN AREA	SINGLE FACED	LEGEND				ROADSIDE
	FEDERAL	CALIFORNIA				SHEETING COLOR	RETROFLECTIVE ASTM TYPE	SHEETING COLOR	RETROFLECTIVE ASTM TYPE	
A	W20-1		24x24	4	X	ORANGE	III	BLACK	III	8
B	M4-10		48x18	6	X	ORANGE	III	BLACK	III	12
C	G20-2		36x18	4.5	X	ORANGE	III	BLACK	III	9

(N) - NOT A SEPARATE PAY ITEM, FOR INFORMATION PURPOSES ONLY

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
09	INY	CR		17	33

REGISTERED CIVIL ENGINEER DATE

**95% SUBMITTAL**

PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER  
 BRYAN STONE  
 No. C77427  
 CIVIL  
 STATE OF CALIFORNIA

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**QUINCY ENGINEERING**  
 QUINCY ENGINEERING, INC.  
 11017 COBBLEROCK DRIVE  
 RANCHO CORDOVA, CA 95670

**CONSTRUCTION AREA SIGNS**  
 NO SCALE  
**CS-1**

LAST REVISION DATE PLOTTED => 5/29/2020  
 00-00-00 TIME PLOTTED => 5:18:58 PM

INYO COUNTY - DEPARTMENT OF PUBLIC WORKS  
 CONSULTANT - JAMES L. FOSTER JR., PE  
 CALCULATED/DESIGNED BY  
 CHECKED BY  
 ROBERT FERGUSON, P.E.  
 SEJIN OH, P.E.  
 REVISOR  
 DATE  
 XX/XX/XX  
 XX/XX/XX  
 XX/XX/XX  
 XX/XX/XX  
 XX/XX/XX  
 XX/XX/XX

DRAINAGE QUANTITIES								
LINE	FROM		TO			36" CORRUGATED METAL PIPE LF	36" FLARED END SYSTEM EA	COMMENTS
	LINE	OFFSET	LINE	TO	OFFSET			
"W"	41+07.61	28.00' Lt	"W"	41+07.61	28.00' Rt	56.0		
"W"	41+07.61	28.00' Lt	"W"	41+07.61	33.00' Lt		1.0	
"W"	41+07.61	28.00' Lt	"W"	41+07.61	33.00' Lt		1.0	
TOTAL						56	2	

GUARD RAIL QUANTITIES				
LINE	STATION	OFFSET	ALTERNATIVE CRASH CUSHION (QUADGUARD) EA	COMMENTS
"W"	41+81.83	Lt	1	NW QUADRANT
"W"	41+81.83	Rt	1	SW QUADRANT
"W"	42+61.83	Lt	1	NE QUADRANT
"W"	42+61.83	Rt	1	SE QUADRANT
TOTAL			4	

ROADWAY QUANTITIES																			
LINE	FROM			TO			HOT MIX ASPHALT (TYPE A) TONS	CLASS 2 AGGREGATE BASE CY	METAL CATTLE GUARD (8'x14') EA	BOULDERS EA	ROADWAY EXCAVATION CY	EMBANKMENT (N) CY	IMPORTED BORROW CY	OBLITERATE SURFACE SQYD	TYPE III BARRICADE EA	ROCK SLOPE PROTECTION (RSP) FABRIC (CLASS 8) SQYD	ROCK SLOPE PROTECTION (RSP) (60 LB, CLASS II, MEHTOD B) CY	ROCK SLOPE PROTECTION (RSP) (150 LB, CLASS II, MEHTOD B) CY	COMMENTS
	LINE	FROM	OFFSET	LINE	TO	OFFSET													
"L1"	01+32.87		"L1"	02+56.68			117.9												
"L1"	01+32.87		"L1"	02+56.68						41.2	429.4	384.1							
"L1"	03+05.45		"L1"	04+59.84			146.0												
"L1"	03+05.45		"L1"	04+58.84						40.7	702.6	657.9							
"L2"	01+13.57		"L2"	02+66.13			149.3												
"L2"	01+13.57		"L2"	02+77.53						154.5	518.7	348.8							
"L2"	03+04.53		"L2"	04+71.69						102.9	526.2	413.0							
"L2"	03+14.90		"L2"	04+72.69			161.9												
"W"	33+53.00		"W"	41+92.93						390.2	1574.4	1145.2							
"W"	33+53.22		"W"	40+82.60			558.5												
"W"	33+53.22													2.0					
"W"	35+86.62	34.18' Lt							6.0										
"W"	40+82.60		"W"	41+81.83		70.1		1.0											
"W"	40+82.60		"W"	41+92.83			74.5												
"W"	41+07.61	33.00' Rt	"W"	41+09.98	41.86' Rt											9.4		3.1	
"W"	41+91.83	16.74' Rt	"L2"	04+76.69	18.00' Lt									1505.0					
"W"	42+50.83		"W"	43+93.89			91.6												
"W"	42+50.83		"W"	52+94.46						2214.4	2927.3	491.4							
"W"	42+51.83	16.74' Rt	"W"	42+68.98	17.06' Rt											25.4	7.0		
"W"	42+52.62	16.07' Lt	"W"	42+68.95	17.11' Lt											24.9	7.5		
"W"	42+61.83		"W"	43+93.89		87.5													
"W"	42+68.98	17.06' Rt	"L1"	04+58.84	13.00' Rt									1160.6					
"W"	43+93.89		"W"	53+09.98			643.8												
"W"	51+87.96	33.13' Lt							6.0										
"W"	53+09.98														2.0				
TOTAL							158	1,944	1	12	2,944	6,679	3,440	2,666	4	60	15	3	

(N) NOT A SEPARATE BID ITEM

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
09	INY	CR		18	33

REGISTERED CIVIL ENGINEER DATE

**95% SUBMITTAL**  
PLANS APPROVAL DATE

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**QUINCY ENGINEERING**  
QUINCY ENGINEERING, INC.  
11017 COBBLEROCK DRIVE  
RANCHO CORDOVA, CA 95670

REGISTERED PROFESSIONAL ENGINEER  
BRYAN STONE  
No. C77427  
CIVIL  
STATE OF CALIFORNIA

# SUMMARY OF QUANTITIES

NO SCALE

## Q-1

LAST REVISION      DATE PLOTTED => 5/29/2020      TIME PLOTTED => 5:19:10 PM

INYO COUNTY - DEPARTMENT OF PUBLIC WORKS  
 CONSULTANT - FUNCTIONAL SUPERVISOR  
 JAMES L. FOSTER JR., PE  
 CALCULATED-DESIGNED BY  
 CHECKED BY  
 ROBERT FERGUSON, P.E.  
 SEJIN OH, P.E.  
 REVISED BY  
 DATE REVISED  
 XX/XX/XX  
 XX/XX/XX  
 XX/XX/XX  
 XX/XX/XX  
 XX  
 XX  
 XX  
 XX

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
09	INY	CR		19	33

REGISTERED CIVIL ENGINEER DATE

**95% SUBMITTAL**  
PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER  
BRYAN STONE  
No. C77427  
CIVIL  
STATE OF CALIFORNIA

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**QUINCY ENGINEERING**  
QUINCY ENGINEERING, INC.  
11017 COBBLEROCK DRIVE  
RANCHO CORDOVA, CA 95670

FENCE QUANTITIES						
FROM			TO			REMOVE FENCE
LINE	FROM	OFFSET	LINE	TO	OFFSET	
"L1"	01+79.97	19.00' Lt	"L1"	03+97.84	19.00' Lt	216.58
"L2"	02+38.51	33.98' Rt	"L2"	03+33.23	35.07' Rt	111.91
TOTAL						328.49

EROSION CONTROL QUANTITIES										
FROM			TO			HYDROSEED	TEMPORARY FIBER ROLL	TEMPORARY REINFORCED SILT FENCE (TYPE 1)	TEMPORARY DESERT TORTOISE FENCE	COMMENTS
LINE	FROM	OFFSET	LINE	TO	OFFSET					
"L2"	01+13.57	18.00' Lt	"W"	41+91.83	16.50' Lt	1,200				
"L1"	01+32.87	13.00' Rt	"W"	42+68.99	17.07' Lt	630				
"L1"	01+33.04	18.00' Lt	"W"	51+94.45	14.01' Lt	8,727				
"W"	33+54.03	35' Rt	"W"	41+20.27	45' Rt		782	782	782	
"W"	36+16.20	33' Lt	"W"	41+26.28	62' Lt		528	528	528	
"W"	52+15.17	30' Lt	"W"	53+22.01	16' Lt		117	117	117	
"L1"	04+58.84	18.00' Lt	"W"	53+09.98	13.23' Rt	9,731				
"W"	33+53.22	11.40' Rt	"L2"	04+76.69	18.00' Rt	5,112				
"W"	33+53.22	7.30' Lt	"L2"	01+13.57	15.00' Rt	5,569				
"L1"	04+34.62	19' Lt	"W"	53+22.13	20' Rt		1111	1111	1222	
"L1"	01+33.14	23' Lt	"W"	51+80.63	30' Lt		946	946	946	
"W"	41+91.83	16.74' Rt	"L2"	04+76.69	18.00' Lt	1,198				
"W"	33+53.59	25' Lt	"W"	35+63.65	35' Lt		200	200	200	
"W"	35+21.73	14.00' Lt	"W"	41+14.67	359.09' Lt	13,545				
"W"	47+56.43	317.97' Lt	"W"	52+39.74	15.48' Lt	10,445				
"W"	42+68.98	17.06' Rt	"L1"	04+58.84	13.00' Rt	630				
TOTAL						56,787	3,683	3,683	3,794	

**SUMMARY OF QUANTITIES**  
NO SCALE  
**Q-2**

LAST REVISION: 00-00-00     
 DATE PLOTTED => 5/29/2020     
 TIME PLOTTED => 5:19:28 PM

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No	TOTAL SHEETS
09	Inyo	C.R.	XXXX	20	33

REGISTERED CIVIL ENGINEER X  
DATE

**95% SUBMITTAL**

PLANS APPROVAL DATE

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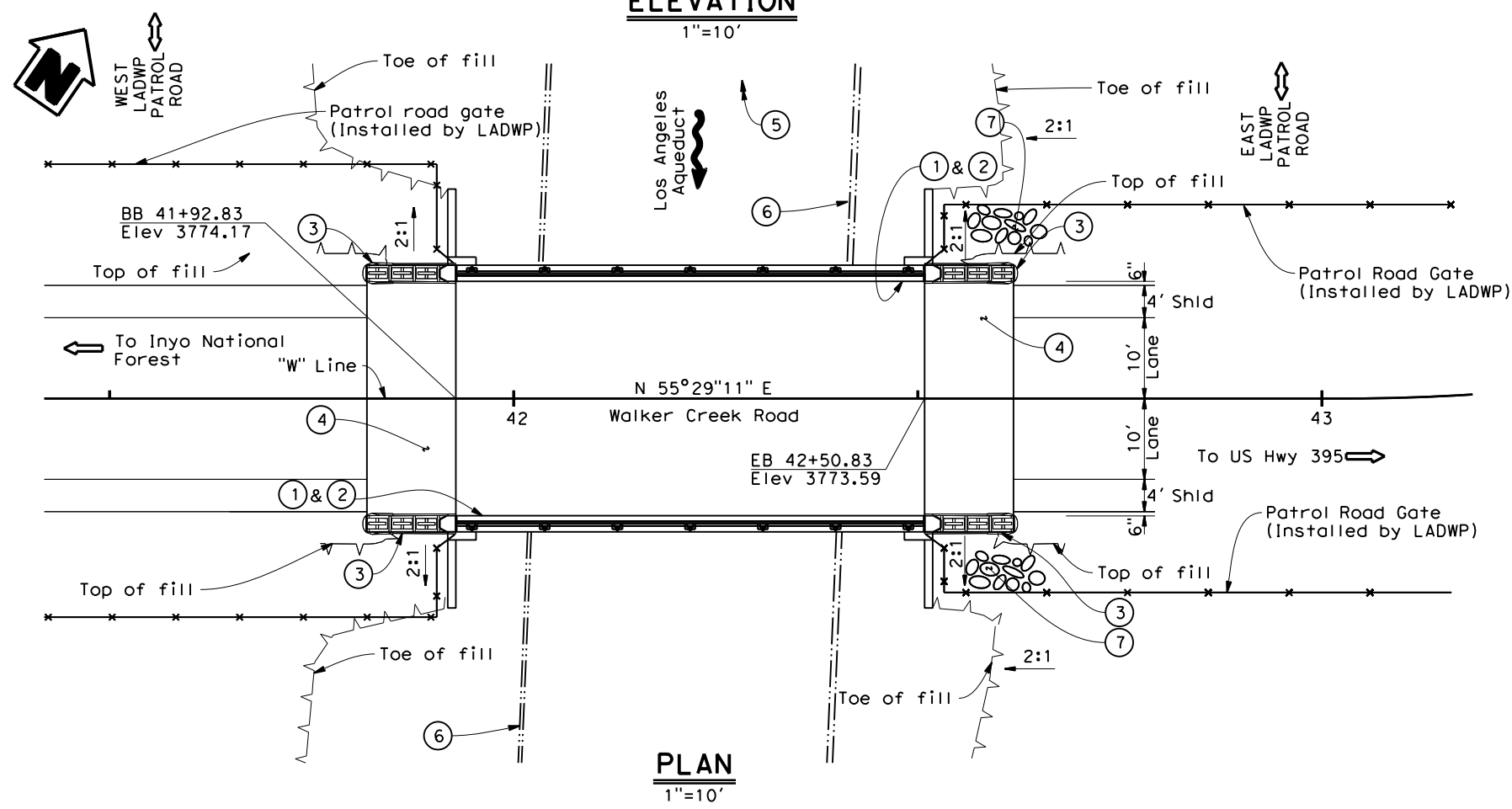
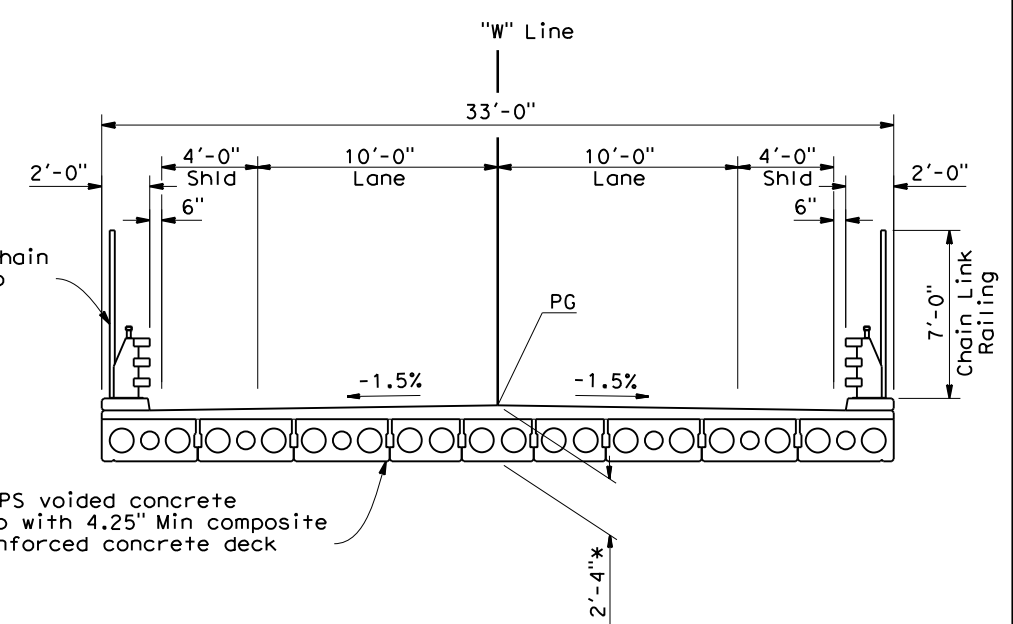
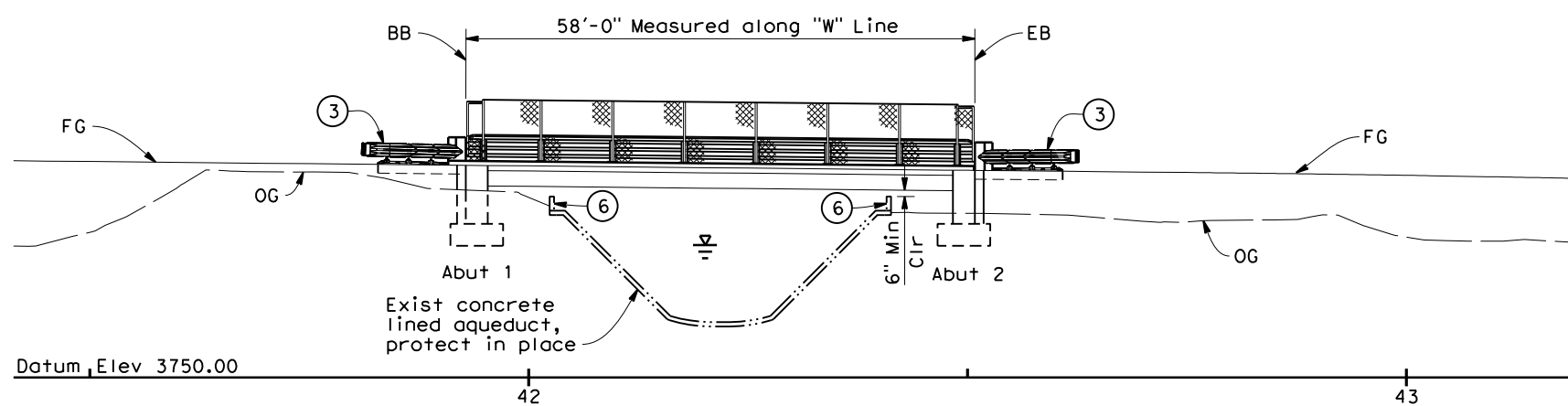
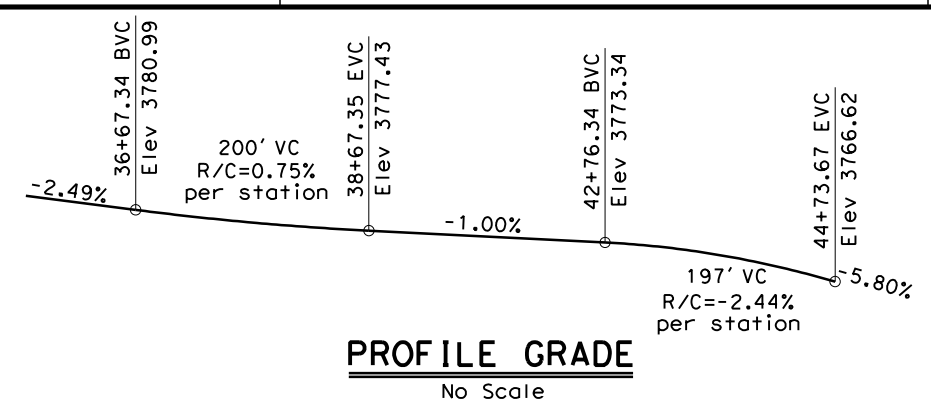
REGISTERED PROFESSIONAL ENGINEER  
JUAN C. CRUZ  
No. 88803  
CIVIL  
STATE OF CALIFORNIA

QUINCY ENGINEERING, INC  
11017 Cobblestone Drive, Suite 100  
Rancho Cordova, CA 95670

INYO COUNTY - PUBLIC WORKS DEPARTMENT  
P.O. BOX 0  
Independence, CA 93526

### INDEX TO PLANS

Sheet No.	Title
1	General Plan
2	Deck Contours
3	Foundation Plan
4	Abutment Layout
5	Abutment Details
6	Typical Section
7	PC/PS Slab Layout
8	PC/PS Slab Details
9	Chain Link Railing Type 2 ST-75 Detail No. 1
10	Chain Link Railing Type 2 ST-75 Detail No. 2
11	Bridge Rail Details No. 1
12	Bridge Rail Details No. 2
13	Bridge Rail Details No. 3
14	Log of Test Borings



**Notes:**

- ① Paint Bridge "Br No. 48C0051"
  - ② Paint "Los Angeles Aqueduct"
  - ③ Quadguard System or equivalent, see Road Plans
  - ④ Structure Approach, Type E0 (10) (Mod)
  - ⑤ Existing bridge 48C-0039 to remain (not shown)
  - ⑥ Existing Splash Guard, protect in place
  - ⑦ RSP, see Road Plans
- Existing structure  
\* \* \* \* \* Fencing (to be placed by LADWP)
- For General Notes, see "Deck Contours" sheet  
For Hydrologic Summary, see "Foundation Plan" sheet

DESIGN	BY A. Hanson/J. Cruz	CHECKED I. Kotsyubuk/S. McCauley	LOAD & RESISTANCE FACTOR DESIGN	LIVE LOADING: HL93 W/"LOW-BOY"; PERMIT DESIGN VEHICLE	PREPARED FOR THE <b>INYO COUNTY</b> PUBLIC WORKS DEPARTMENT	BRIDGE NO. 48C0051	<b>LOS ANGELES AQUEDUCT BRIDGE ON WALKER CREEK ROAD</b> <b>GENERAL PLAN</b>
DETAILS	BY B. Maechler	CHECKED I. Kotsyubuk/S. McCauley	LAYOUT	BY A. Hanson/J. Cruz	CHECKED R. Ferguson	POST MILES X	
QUANTITIES	BY M. Nguyen	CHECKED J. Willson	SPECIFICATIONS	BY K. Gallagher	PLANS AND SPECS COMPARED X		

DESIGN GENERAL PLAN SHEET (ENGLISH) (REV.03/14/12)

ORIGINAL SCALE IN INCHES FOR REDUCED PLANS

UNIT: PROJECT NUMBER & PHASE: X CONTRACT NO.: X

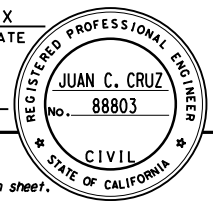
DISREGARD PRINTS BEARING EARLIER REVISION DATES

REVISION DATES	SHEET	OF
X	1	14

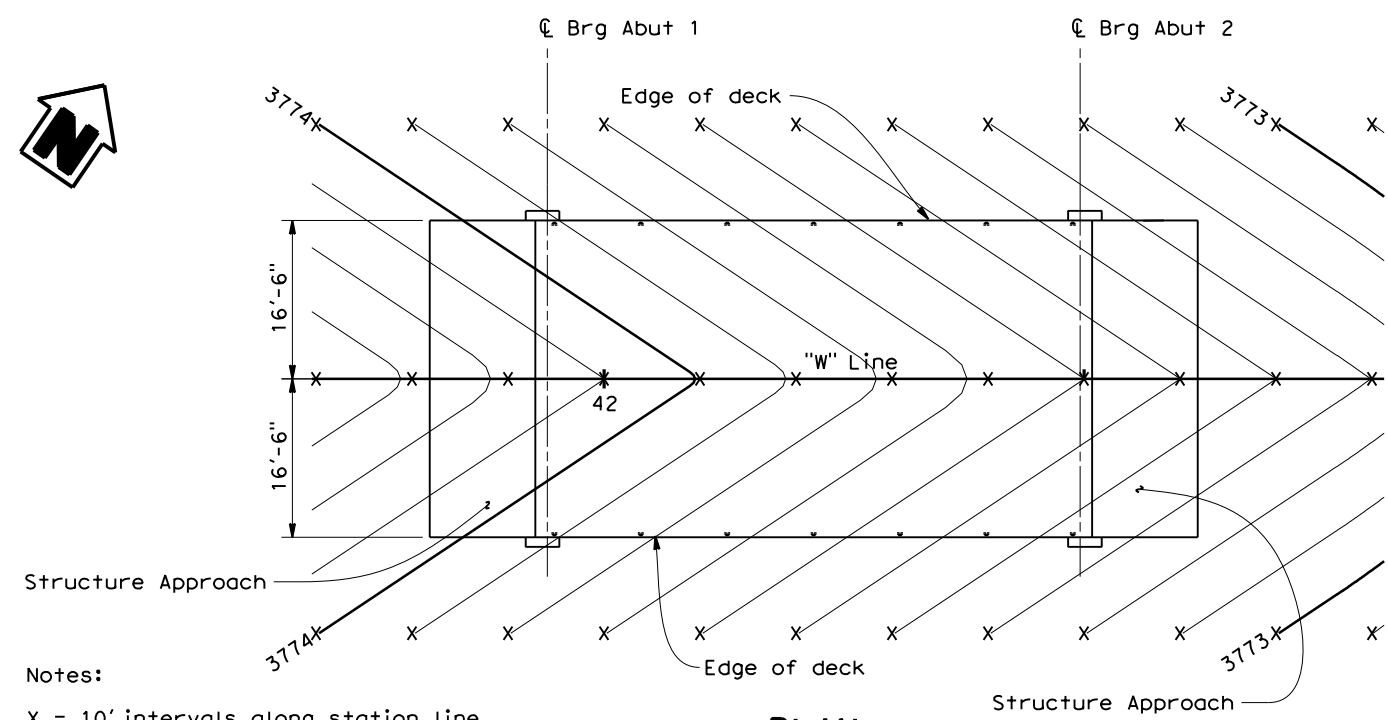
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DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No	TOTAL SHEETS
09	Inyo	C.R.	-	21	33

REGISTERED CIVIL ENGINEER X DATE  
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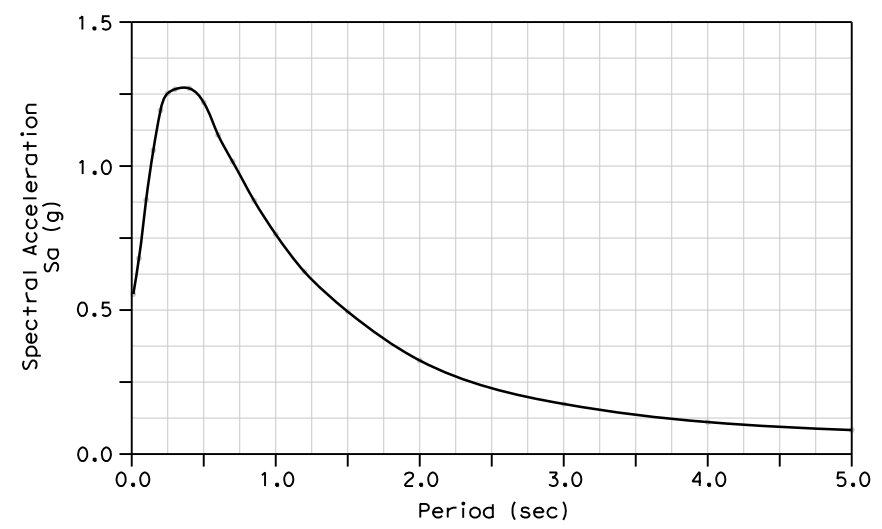


**QUINCY ENGINEERING**  
 INYO COUNTY - PUBLIC WORKS DEPARTMENT  
 P.O. BOX 0  
 Independence, CA 93526



Notes:  
 X = 10' intervals along station line  
 Contours Intervals = 0.10'  
 Contours do not include camber

**PLAN**  
 1"=10'



**ACCELERATION RESPONSE SPECTRA CURVE**  
 No Scale

**QUANTITIES**

Structure Excavation (Bridge)	106 CY
Structure Backfill (Bridge)	58 CY
Structural Concrete, Bridge Footing	41 CY
Structural Concrete, Bridge	47 CY
Structural Concrete, Bridge (Polymer Fiber)	36 CY
Structural Concrete, Approach Slab (Type E0)	27 CY
Drill & Bond Dowel (Chemical Adhesive)(LF)	17 LF
Furnish Precast Prestressed Concrete Slab (Type SIV)	1914 SQFT
Erect Precast Prestressed Concrete Deck Unit	9 EA
Joint Seal (MR=1 1/2")	66 LF
Bar Reinforcing Steel (Bridge)	11,081 LBS
Bar Reinforcing Steel (Epoxy Coated)	37 LBS
California ST-75 Barrier Rail (Mod)	116 LF

**STANDARD PLANS DATED 2018**

- A3A Abbreviations (Sheet 1 of 3)
- A3B Abbreviations (Sheet 2 of 3)
- A3C Abbreviations (Sheet 3 of 3)
- A10A Legend - Lines and Symbols (Sheet 1 of 5)
- A10B Legend - Lines and Symbols (Sheet 2 of 5)
- A10C Legend - Lines and Symbols (Sheet 3 of 5)
- A10D Legend - Lines and Symbols (Sheet 4 of 5)
- A10E Legend - Lines and Symbols (Sheet 5 of 5)
- A10F Legend - Soil (Sheet 1 of 2)
- A10G Legend - Soil (Sheet 2 of 2)
- A10H Legend - Rock
- A62C Limits of Payment for Excavation and Backfill- Bridge
- B0-3 Bridge Details
- B0-13 Bridge Details
- B6-21 Joint Seals (Maximum Movement Rating = 2")
- B9-4 Structure Approach - Type E0 (10)
- B9-5 Structure Approach - Slab Details

**GENERAL NOTES  
 LOAD AND RESISTANCE FACTOR DESIGN**

DESIGN: AASHTO LRFD Bridge Design Specifications, 6th edition and with Caltrans Amendments, preface dated January 2014

SEISMIC DESIGN: Caltrans Seismic Design Criteria (SDC), version 1.7, dated April 2013.

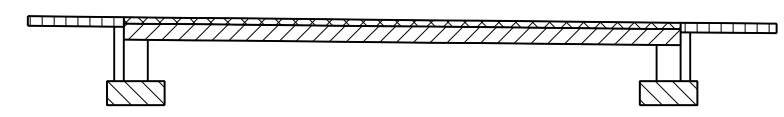
DEAD LOAD: Includes 35 psf for future wearing surface.

LIVE LOADING: HL93 with "Lowboy" and permit design load.

SEISMIC LOADING: Soil profile Vs = 390 m/s  
 Moment Magnitude M<sub>max</sub> = 6.7  
 Peak Ground Acceleration = 0.556 g  
 see ARS Curve

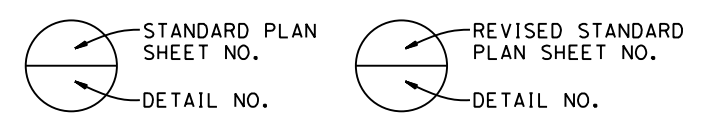
REINFORCED CONCRETE: f<sub>y</sub> = 60 ksi  
 f'<sub>c</sub> = 3.6 ksi  
 n = 8

PRESTRESSED CONCRETE: See "Prestressing Notes" on "PC/PS Slab Layout" sheet.



- Structural Concrete, Approach Slab (Type E0)
- Structural Concrete, Bridge (Polymer Fiber) (f'<sub>c</sub> = 4.5 ksi at 28 days)
- Structural Concrete, Bridge
- Structural Concrete, Bridge Footing
- Precast Prestressed Slab, see "PC/PS Slab Layout" sheet for concrete strength requirements

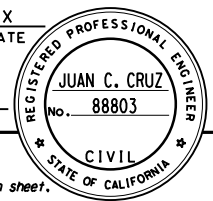
**CONCRETE STRENGTH AND TYPE LIMITS**  
 No Scale



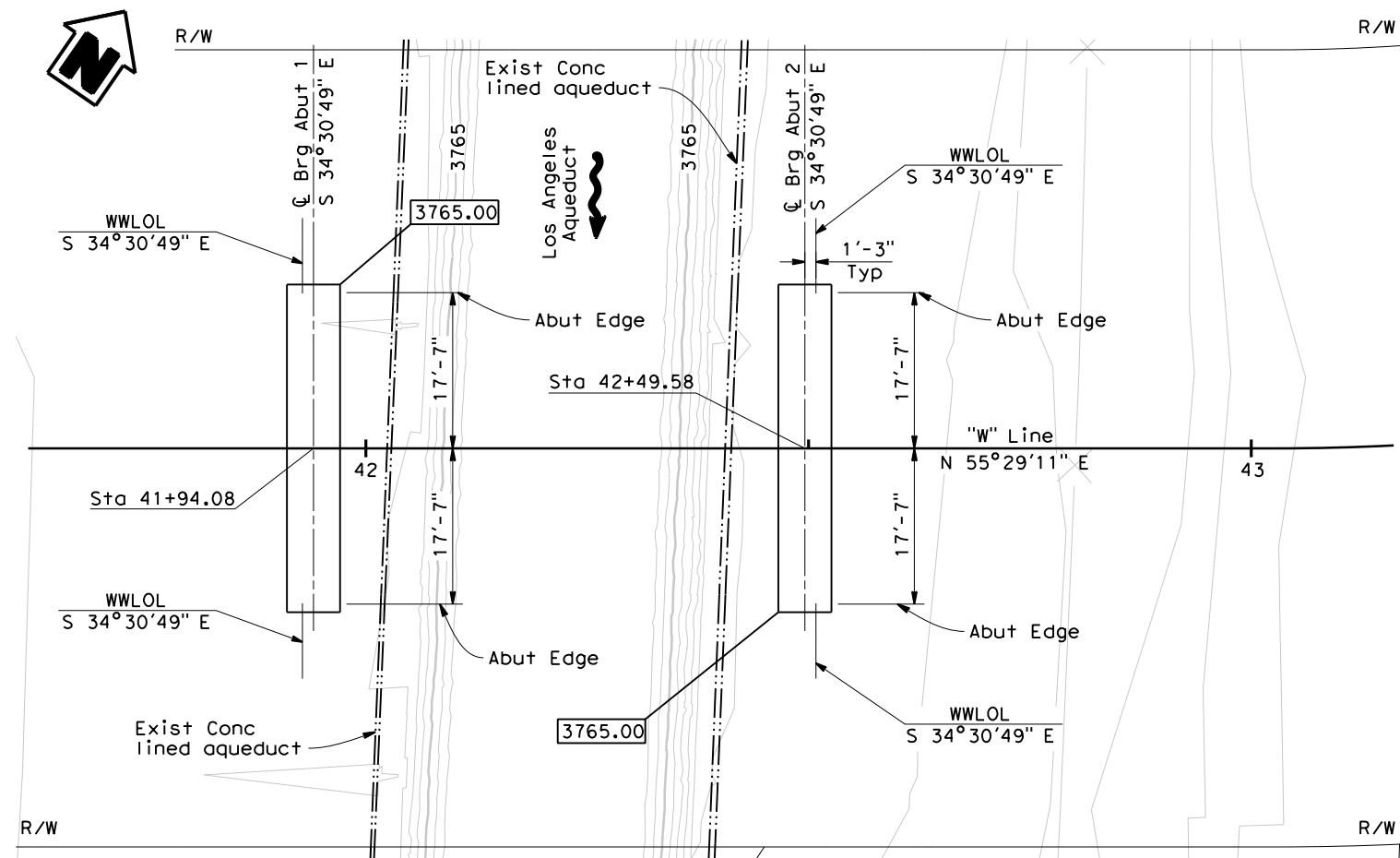
DESIGN	BY	A. Hanson/J. Cruz	CHECKED	I. Kotsyubuk/S. McCauley	PREPARED FOR THE <b>INYO COUNTY</b> PUBLIC WORKS DEPARTMENT	BRIDGE NO.	<b>LOS ANGELES AQUEDUCT BRIDGE ON WALKER CREEK ROAD</b>		
	DETAILS	P. Kenney	CHECKED	I. Kotsyubuk/S. McCauley		48C0051	<b>DECK CONTOURS</b>		
QUANTITIES	BY	M. Nguyen	CHECKED	J. Wilson	PROJECT ENGINEER	POST MILE			
UNIT: PROJECT NUMBER & PHASE: X CONTRACT NO.: X						DISREGARD PRINTS BEARING EARLIER REVISION DATES		REVISION DATES X	SHEET OF 2 14

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No	TOTAL SHEETS
09	Iny	C.R.	-	22	33

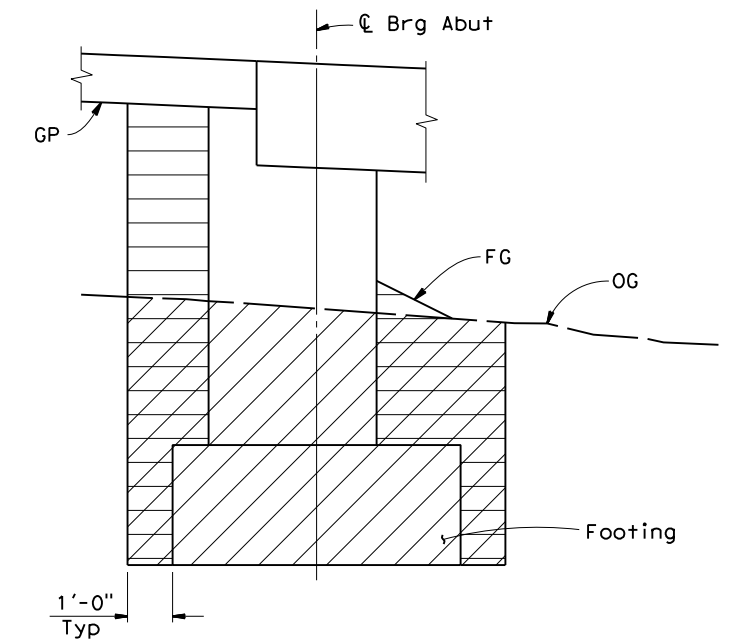
REGISTERED CIVIL ENGINEER X DATE  
 95% SUBMITTAL  
 PLANS APPROVAL DATE  
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 Independence, CA 93526



Legend:  
 Indicates bottom of footing elevation



Indicates Structure Excavation  
 Indicates Structure Backfill

**LIMITS OF PAYMENT FOR EXCAVATION AND BACKFILL**  
 No Scale

**PLAN**  
 1"=10'

**SCOUR DATA TABLE**

SUPPORT No.	LONG TERM (DEGRADATION AND CONTRACTION) SCOUR ELEVATION (ft)	SHORT TERM (LOCAL) SCOUR DEPTH (ft)
Abut 1	N/A	N/A
Abut 2	N/A	N/A

**LA AQUEDUCT HYDRAULIC CRITERIA**

Los Angeles Department of Water and Power provided the following design criteria for the proposed bridge over this controlled flow canal:

	Required	Provided
Bridge Soffit Elevation distance above Existing Splash Guard:	0.42'	0.43'

\* Soffit elevation over LA Aqueduct is set per LADWP requirements

**LOAD AND RESISTANCE FACTOR DESIGN SPREAD FOOTING DATA TABLE**

SUPPORT LOCATION	SERVICE <sup>2</sup> PERMISSIBLE NET CONTACT STRESS (SETTLEMENT) (ksf)	STRENGTH/CONSTRUCTION <sup>3</sup> FACTORED GROSS NOMINAL BEARING RESISTANCE (RESISTANCE FACTOR=0.5) (ksf)	EXTREME EVENT <sup>3</sup> FACTORED GROSS NOMINAL BEARING RESISTANCE (RESISTANCE FACTOR=1.00) (ksf)
Abut 1	33.1	20.0	N/A
Abut 2	22.4	20.3	N/A

- Notes:
- Controlling load combination is the one resulting in the highest ratio of  $q_{g,u}/q_R$  for foundations on soil, or  $q_{g,max}/q_R$  for foundation on rock.
  - Controlling load combination for Service Limit States is the one resulting in the highest ratio of  $q_{n,u}/q_{pn}$  for foundations on soil.
  - Controlling load combination for Strength and Construction is the one resulting in the highest ratio of  $q_{g,u}/q_R$  for foundations on soil.

**BENCH MARK DATA**

No.	NORTHING	EASTING	ELEV	LINE	STATION	OFFSET	DESCRIPTION
511	1978735.98'	6855801.59'	3767.80'	"W"	43+04.03	166.81' Lt	SET REBAR
512	1978906.96'	6855865.99'	3761.17'	"W"	46+74.03	119.51' Lt	SET REBAR
513	1978792.84'	6855559.65'	3773.74'	"W"	41+36.09	350.75' Lt	SET 60D
514	1979019.99'	6855348.30'	3775.48'	"W"	48+90.51	603.16' Lt	SET REBAR

For benchmark locations outside of the plan limits shown above, see Road Plans.

SCALE: As Noted	VERT. DATUM: NAVD '88	HORIZ. DATUM: CA Cord. Sys. Zone 4	DESIGN BY: A. Hanson/J. Cruz	CHECKED: I. Kotsyubuk/S. McCauley	<b>PREPARED FOR THE INYO COUNTY PUBLIC WORKS DEPARTMENT</b> ROBERT FERGUSON PROJECT ENGINEER	BRIDGE NO. 48C0051	<b>LOS ANGELES AQUEDUCT BRIDGE ON WALKER CREEK ROAD FOUNDATION PLAN</b>			
DATE OF SURVEY: 04/2015	ALIGNMENT TIES: See "BENCH MARK DATA"	DETAILS BY: P. Kenney	CHECKED: I. Kotsyubuk/S. McCauley	POST MILE -						
SURVEYED BY: Jim Thornton	DRAFTED BY: Alfonso Dabu	QUANTITIES BY: M. Nguyen	CHECKED: J. Wilson							
FIELD CHECKED BY: Alfonso Dabu	CHECKED BY: Ryan Kotey									
DESIGN DETAIL SHEET (ENGLISH) (REV.03/14/12)					ORIGINAL SCALE IN INCHES FOR REDUCED PLANS	UNIT: PROJECT NUMBER & PHASE: X	CONTRACT NO.: X	DISREGARD PRINTS BEARING EARLIER REVISION DATES	REVISION DATES	SHEET 3 OF 14

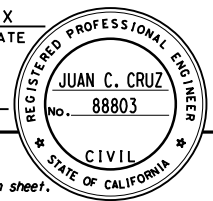


DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No	TOTAL SHEETS
09	Iny	C.R.	-	23	33

REGISTERED CIVIL ENGINEER X  
DATE \_\_\_\_\_

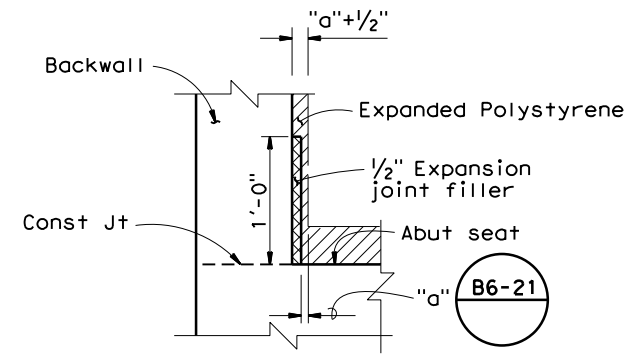
**95% SUBMITTAL**  
PLANS APPROVAL DATE \_\_\_\_\_

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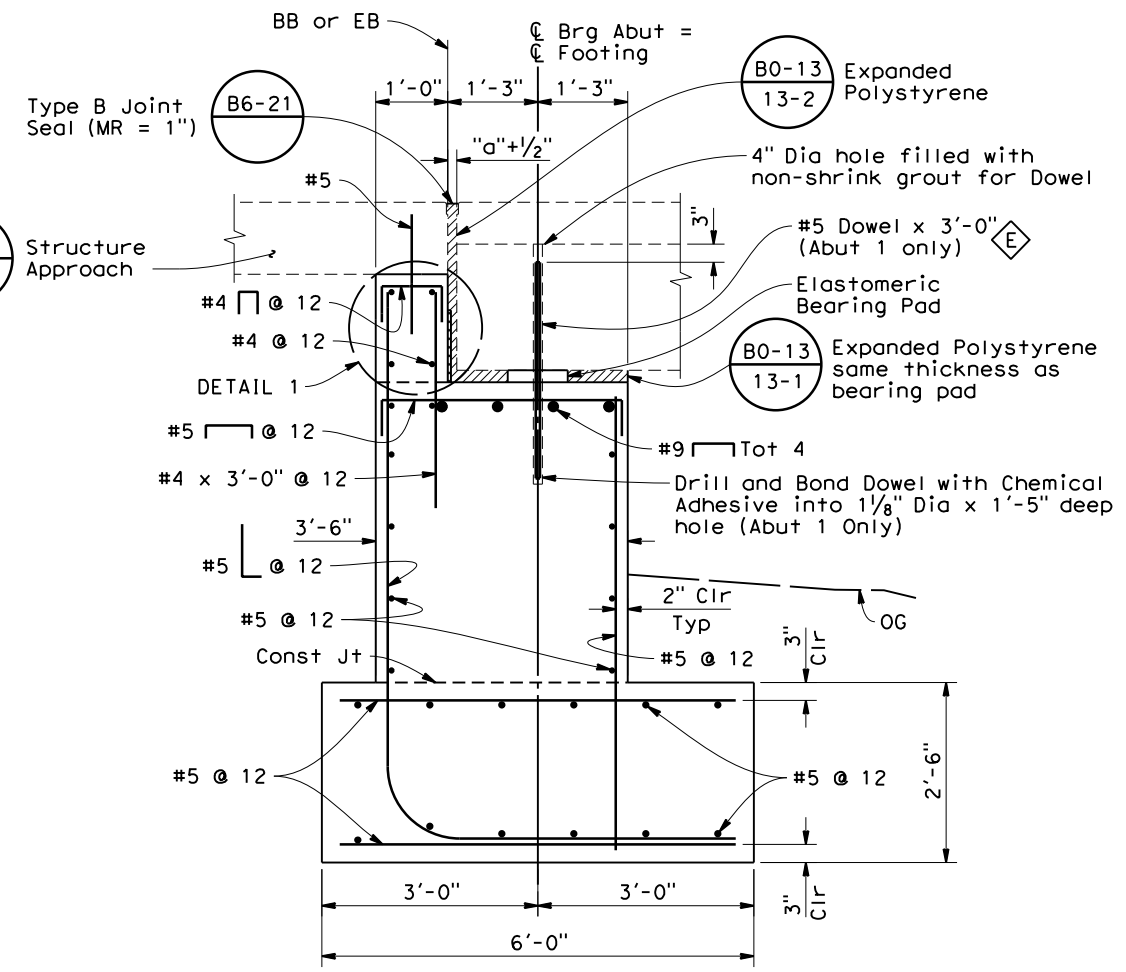
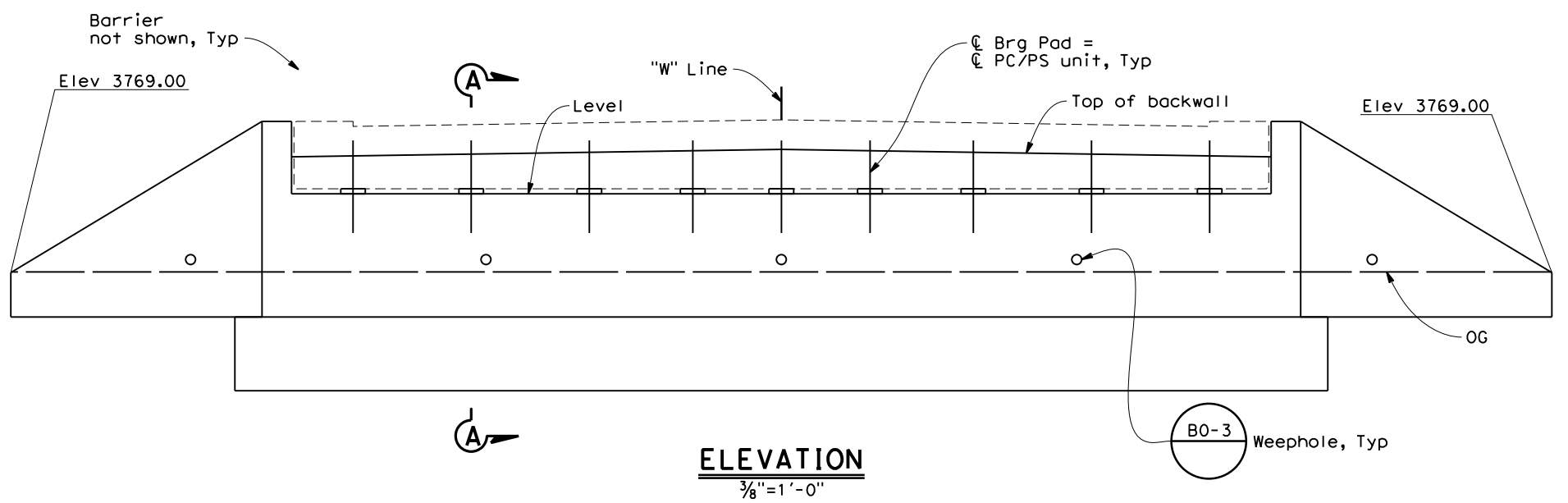
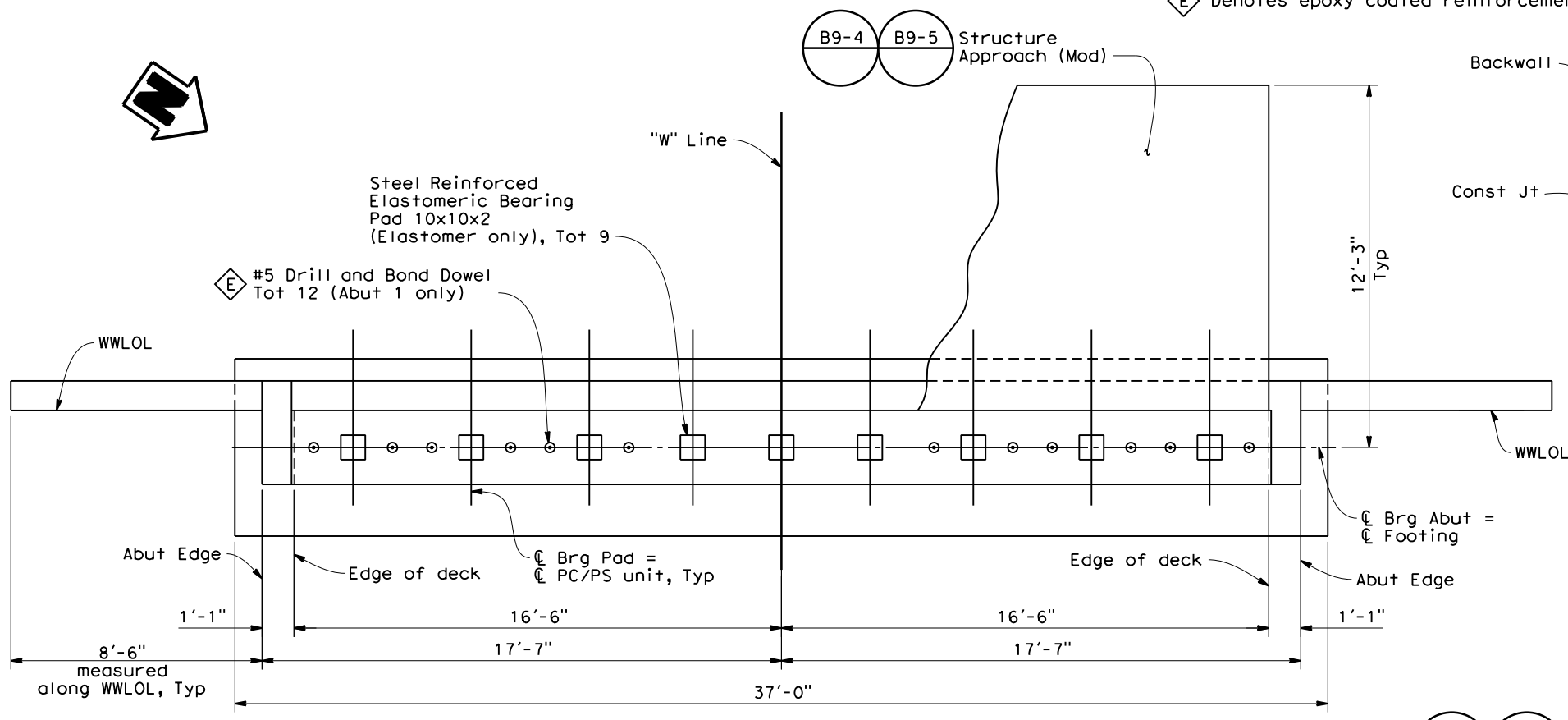
**QUINCY ENGINEERING**  
INYO COUNTY - PUBLIC WORKS DEPARTMENT  
P.O. BOX 0  
Independence, CA 93526

Legend:  
◊ Denotes epoxy coated reinforcement



- Notes:
- For sections and details not shown, see "Abutment Details" sheet.
  - Abutment 1 shown, Abutment 2 similar (Except where noted).

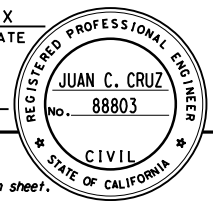
Legend:  
◊ Denotes epoxy coated reinforcement



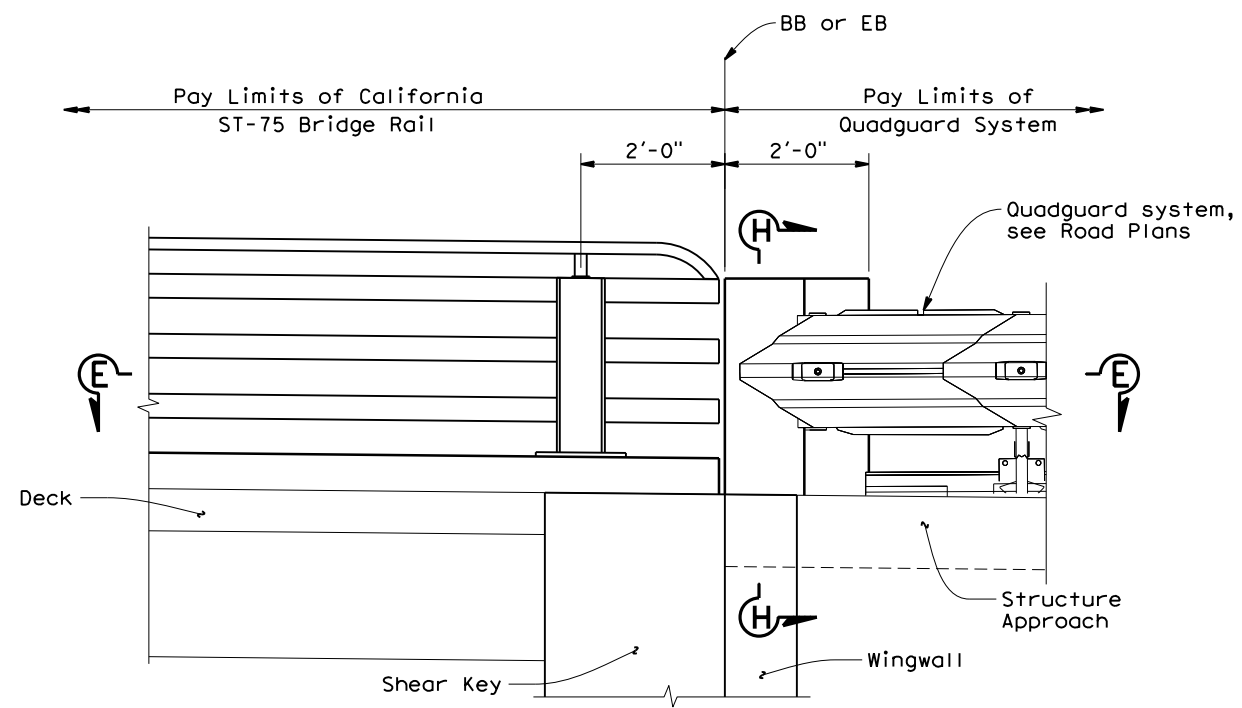
DESIGN BY A. Hanson/J. Cruz CHECKED I. Kotsyubuk/S. McCauley	DETAILS BY P. Kenney CHECKED I. Kotsyubuk/S. McCauley	QUANTITIES BY M. Nguyen CHECKED J. Wilson	<b>PREPARED FOR THE</b> <b>INYO COUNTY</b> <b>PUBLIC WORKS DEPARTMENT</b>	BRIDGE NO. 48C0051	<b>LOS ANGELES AQUEDUCT BRIDGE</b> <b>ON WALKER CREEK ROAD</b> <b>ABUTMENT LAYOUT</b>						
				PROJECT ENGINEER ROBERT FERGUSON		POST MILE -					
				UNIT: PROJECT NUMBER & PHASE: X		CONTRACT NO.: X					
DESIGN DETAIL SHEET (ENGLISH) (REV.03/14/12)				DISREGARD PRINTS BEARING EARLIER REVISION DATES	<table border="1"> <tr> <th>REVISION DATES</th> <th>SHEET</th> <th>OF</th> </tr> <tr> <td>X</td> <td>4</td> <td>14</td> </tr> </table>	REVISION DATES	SHEET	OF	X	4	14
REVISION DATES	SHEET	OF									
X	4	14									

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No	TOTAL SHEETS
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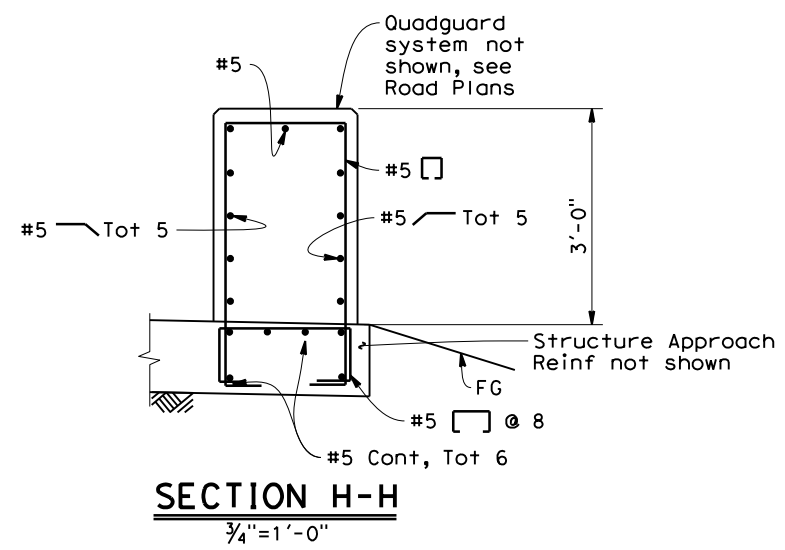
REGISTERED CIVIL ENGINEER X DATE  
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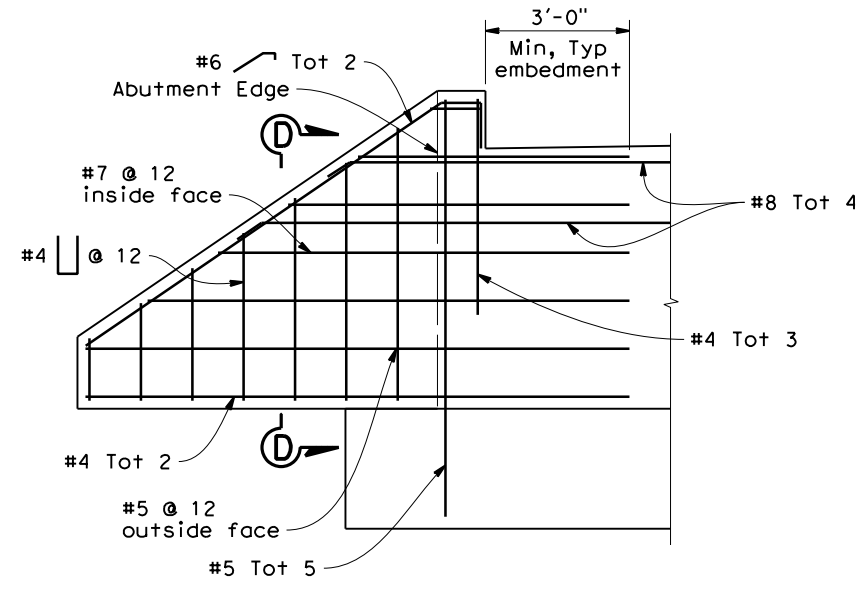
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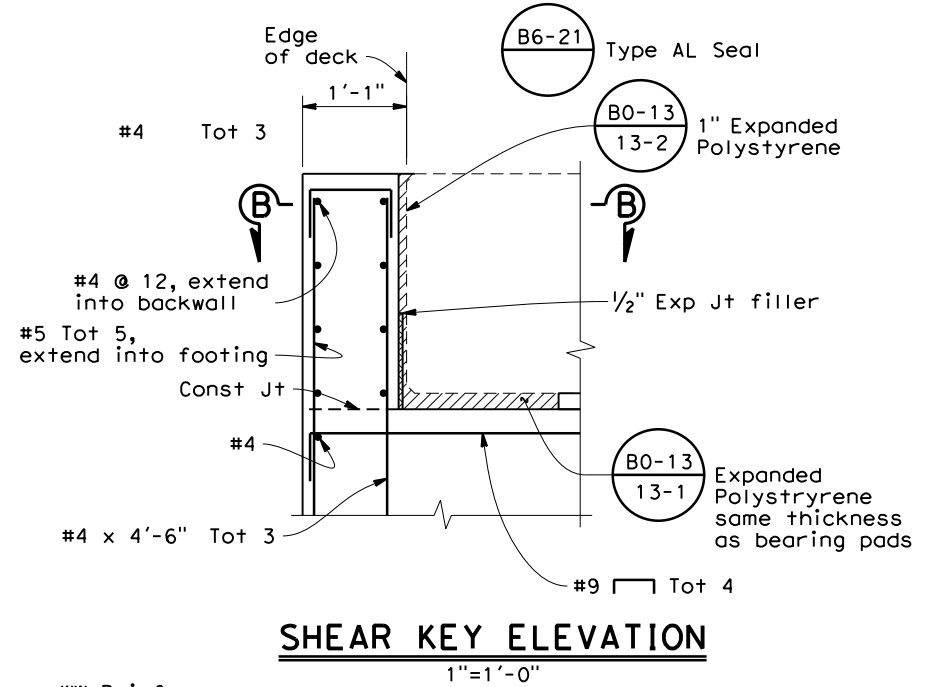
**GUARDRAIL CONNECTION**  
 3/4"=1'-0"



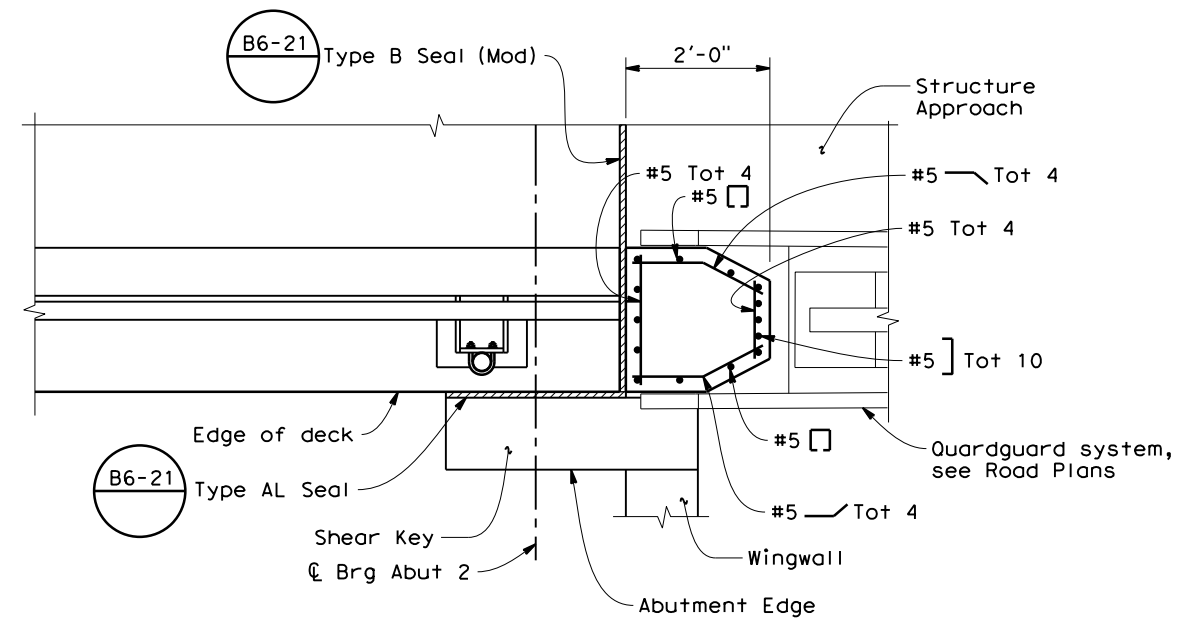
**SECTION H-H**  
 3/4"=1'-0"



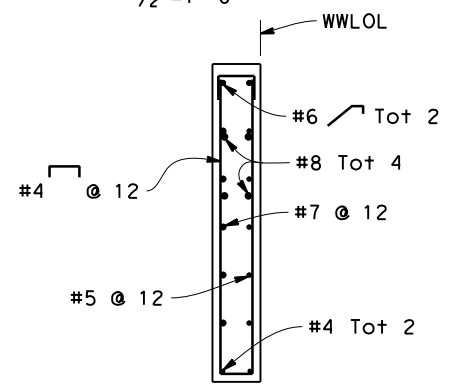
**WINGWALL ELEVATION**  
 1/2"=1'-0"



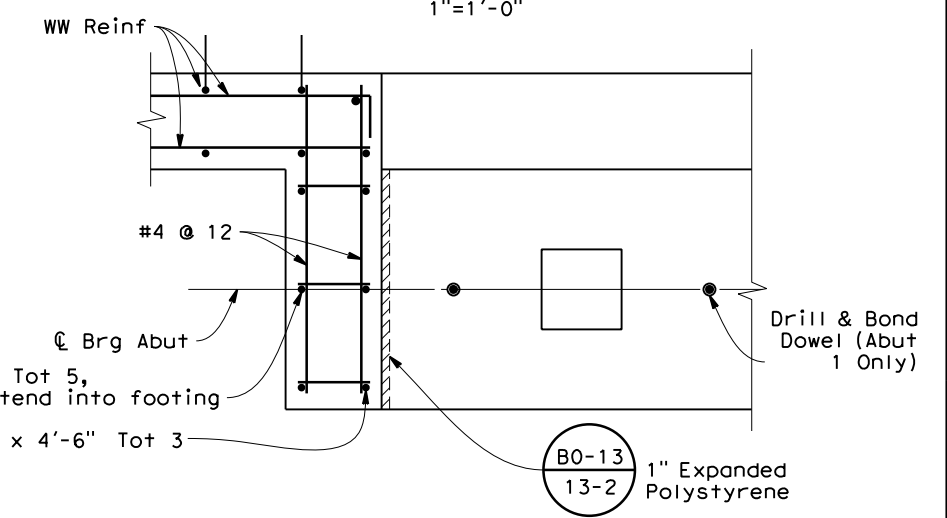
**SHEAR KEY ELEVATION**  
 1"=1'-0"



**SECTION E-E**  
 3/4"=1'-0"



**SECTION D-D**  
 1/2"=1'-0"



**SECTION B-B**  
 1"=1'-0"

DESIGN	BY A. Hanson/J. Cruz	CHECKED I. Kotsyubuk/S. McCauley
DETAILS	BY P. Kenney	CHECKED I. Kotsyubuk/S. McCauley
QUANTITIES	BY M. Nguyen	CHECKED J. Wilson

**PREPARED FOR THE INYO COUNTY PUBLIC WORKS DEPARTMENT**

ROBERT FERGUSON  
 PROJECT ENGINEER

**LOS ANGELES AQUEDUCT BRIDGE ON WALKER CREEK ROAD ABUTMENT DETAILS**

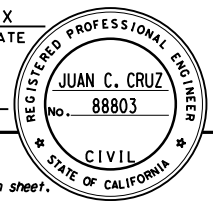
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DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No	TOTAL SHEETS
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REGISTERED CIVIL ENGINEER X  
DATE \_\_\_\_\_

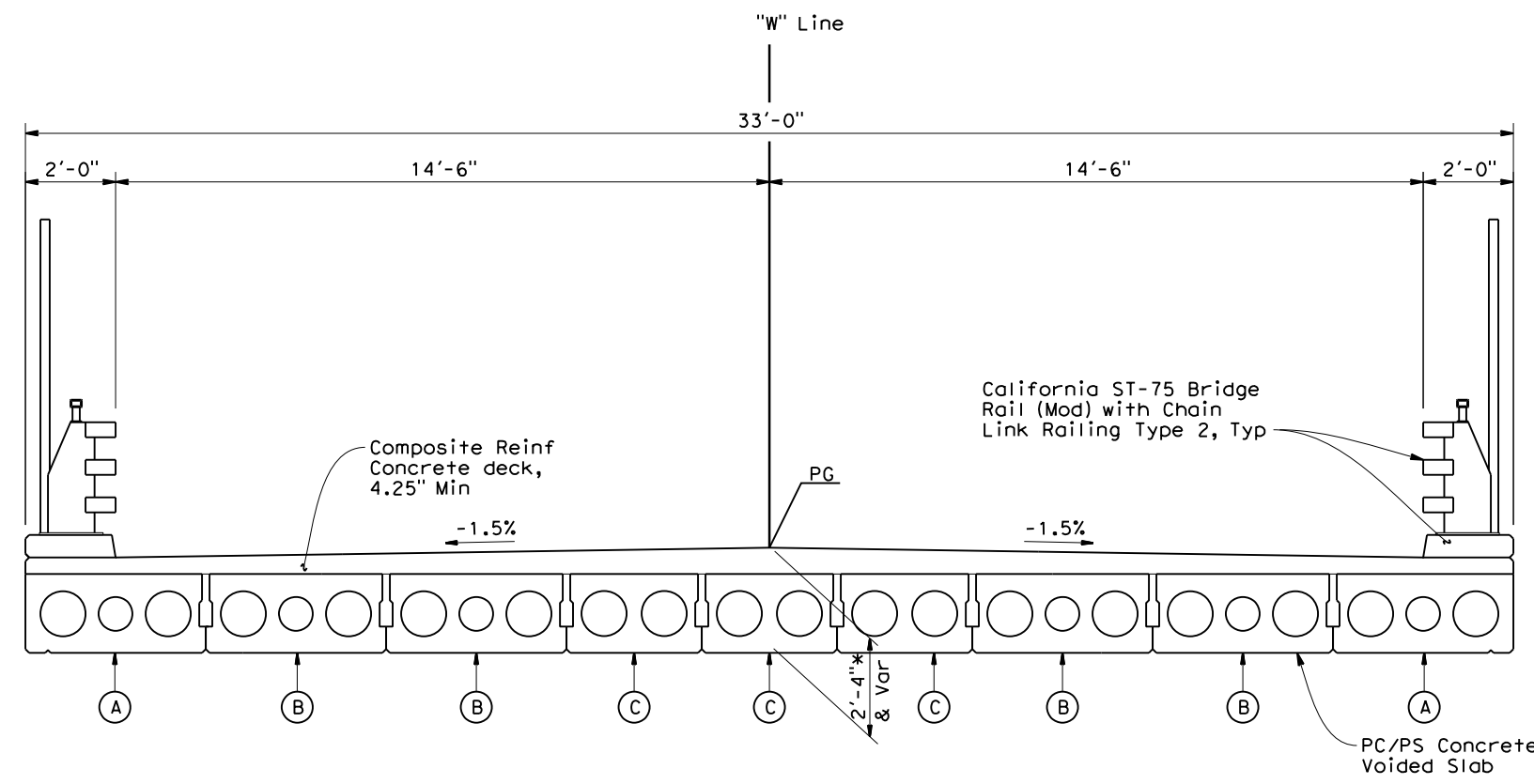
**95% SUBMITTAL**  
PLANS APPROVAL DATE \_\_\_\_\_

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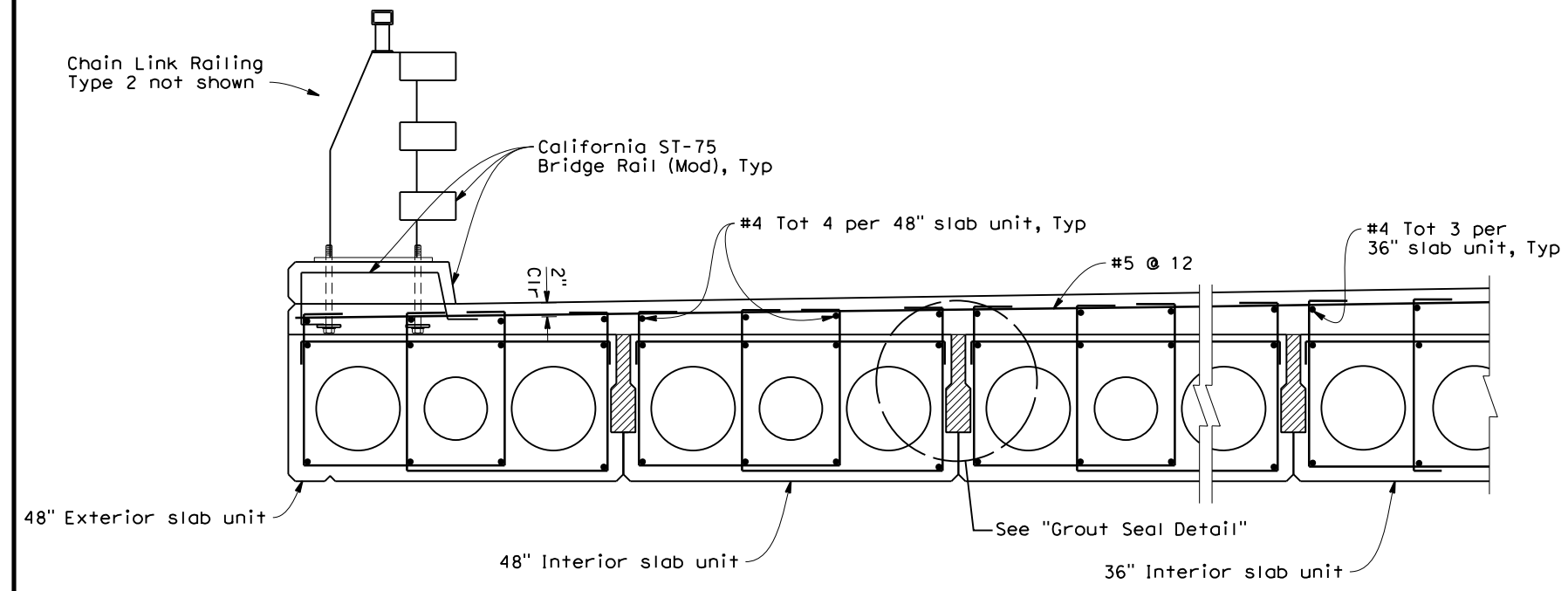


\* Depth Measured at midspan  
**TYPICAL SECTION**  
1/2"=1'-0"

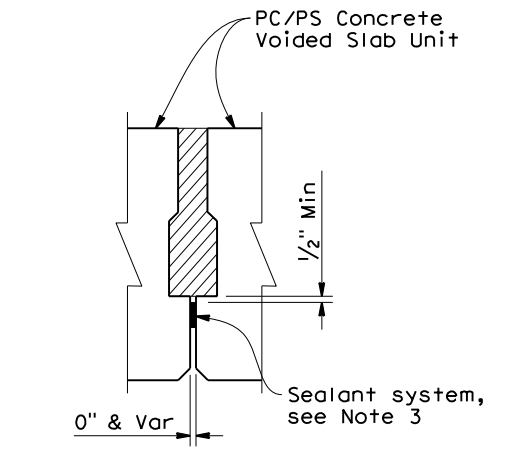
**INSTANTANEOUS DEFLECTION TABLE**

UNIT	COMPONENT	1/4 L	1/2 L	3/4 L
A	1. Deck & Keyway	0.25"	0.35"	0.25"
	2. Barrier	0.06"	0.08"	0.06"
	Total (1+2) =	0.31"	0.43"	0.31"
B	1. Deck & Keyway	0.32"	0.45"	0.32"
	2. Barrier	0.05"	0.07"	0.05"
	Total (1+2) =	0.37"	0.52"	0.37"
C	1. Deck & Keyway	0.40"	0.56"	0.40"
	2. Barrier	0.04"	0.06"	0.04"
	Total (1+2) =	0.44"	0.62"	0.44"

Notes: Deflections shown are unfactored. The contractor is responsible for determining Time-Dependant Camber Values.  
L = Span Length of slab units



**PART TYPICAL SECTION**  
1"=1'-0"



Note: Place slab units as close as practicable  
**GROUT SEAL DETAIL**  
No Scale

- Notes:
- Voids do not extend into end diaphragms, unless otherwise shown.
  - For PC/PS Concrete Voids Slab details, see "PC/PS Slab Details" sheet.
  - Send gap with cloud cell backer rod, hydrophilic type or equivalent expanding sealant system.

Legend:

Grouted Keyways. Non-shrink Grout 5.0 ksi Min Compressive strength

Slab Unit Designation

DESIGN	BY A. Hanson/J. Cruz	CHECKED I. Kotsyubuk/S. McCauley
DETAILS	BY P. Kenney	CHECKED I. Kotsyubuk/S. McCauley
QUANTITIES	BY M. Nguyen	CHECKED J. Wilson

**PREPARED FOR THE INYO COUNTY PUBLIC WORKS DEPARTMENT**

ROBERT FERGUSON  
PROJECT ENGINEER

**LOS ANGELES AQUEDUCT BRIDGE ON WALKER CREEK ROAD**  
**TYPICAL SECTION**

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DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No	TOTAL SHEETS
09	Iny	C.R.	-	26	33

REGISTERED CIVIL ENGINEER X DATE

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PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER  
JUAN C. CRUZ  
No. 88803  
CIVIL  
STATE OF CALIFORNIA

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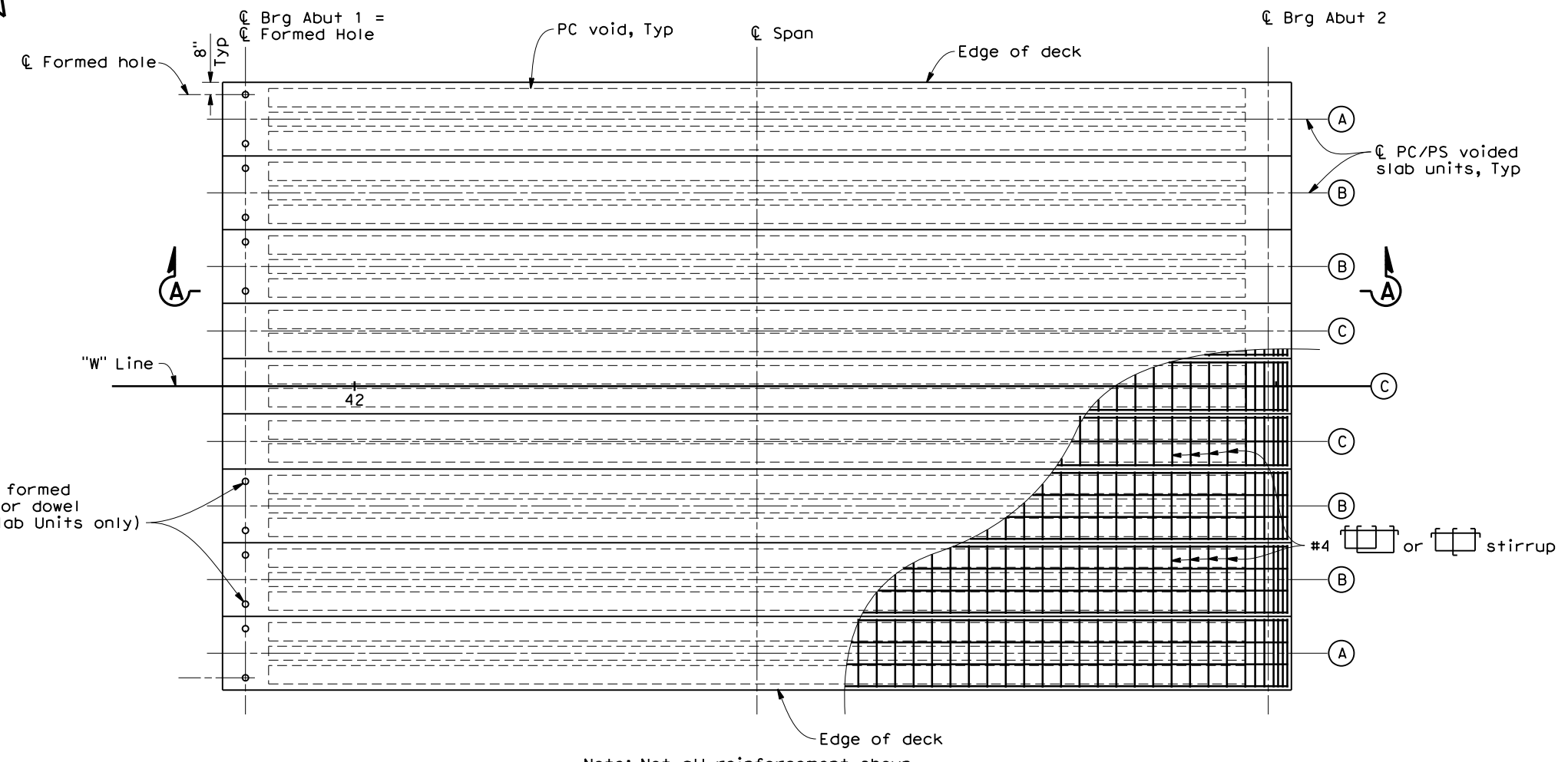
**QUINCY ENGINEERING**

INYO COUNTY - PUBLIC WORKS DEPARTMENT  
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Independence, CA 93526

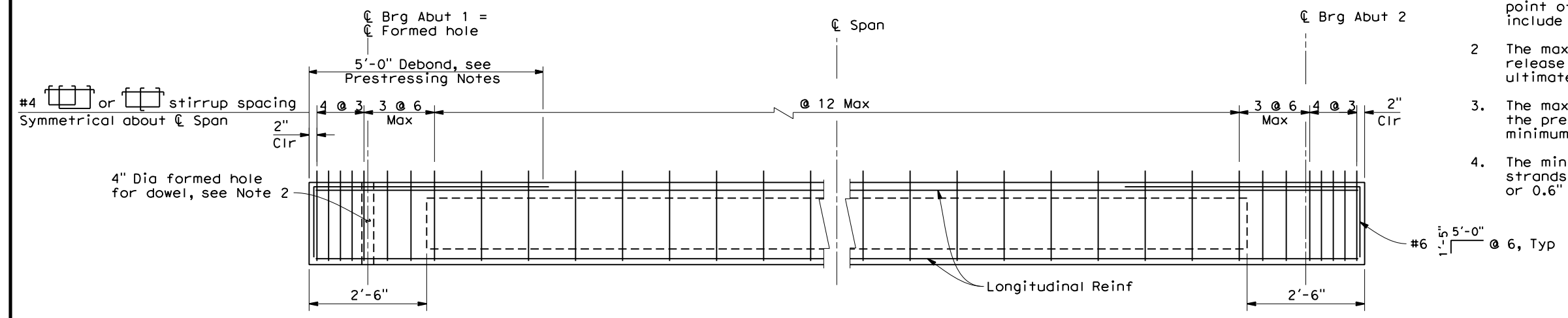
**PRESTRESSING NOTES**

- 270 ksi Low Relaxation Strand:
- P = 93 kips Top CG (36" Slab Units) (C)
  - P = 124 kips Top CG (48" Slab Units) (A) & (B)
  - P = 496 kips Bottom CG (36" Slab Units) (C)
  - P = 713 kips Bottom CG (48" Slab Units) (A) & (B)
- Slab Unit  
Concrete:  $f'_c = 4.0$  ksi @ 28 days  
 $f'_{ci} = 3.5$  ksi @ time of stressing
- Debond: Length 5 ft at ends
- Strands 39.1% of Bottom Row (48" Slab Unit) (A) & (B)
  - 25.0% of Bottom Row (36" Slab Unit) (C)
- Total Number of Units = 9
- Number of (A) Units = 2
  - Number of (B) Units = 4
  - Number of (C) Units = 3
- The Jacking Force (P) is the jacking force required at the point of control along the span. The jacking force does not include any fabrication specific losses.
  - The maximum tensile stress in the prestressing steel upon release shall not exceed 75% of the specified minimum ultimate tensile strength of the prestressing steel.
  - The maximum temporary tensile stress (jacking stress) in the prestressing steel shall not exceed 75% of the specified minimum ultimate tensile strength of the prestressing steel.
  - The minimum center-to-center spacing "S" between individual strands is  $1\frac{1}{2}$ " for the  $\frac{3}{8}$ " Dia strands,  $1\frac{3}{4}$ " for  $\frac{1}{2}$ " Dia strands or 0.6" Dia strands.

- Notes:
- For sections and details not shown, see "PC/PS Slab Details" sheet.
  - Fill holes with non shrink grout prior to placing deck.



**FRAMING PLAN**  
 $\frac{1}{4}'' = 1'-0''$



**SECTION A-A**  
 $\frac{3}{4}'' = 1'-0''$

DESIGN DETAIL SHEET (ENGLISH) (REV.03/14/12)	DESIGN	BY A. Hanson/J. Cruz	CHECKED I. Kotsyubuk/S. McCauley	PREPARED FOR THE <b>INYO COUNTY</b> PUBLIC WORKS DEPARTMENT	BRIDGE NO.	<b>LOS ANGELES AQUEDUCT BRIDGE ON WALKER CREEK ROAD</b>			
	DETAILS	BY P. Kenney	CHECKED I. Kotsyubuk/S. McCauley		48C0051				
	QUANTITIES	BY M. Nguyen	CHECKED J. Wilson		POST MILE		-		
ORIGINAL SCALE IN INCHES FOR REDUCED PLANS					UNIT: PROJECT NUMBER & PHASE: X	CONTRACT NO.: X	DISREGARD PRINTS BEARING EARLIER REVISION DATES	REVISION DATES	SHEET 7 OF 14

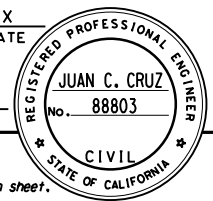
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DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No	TOTAL SHEETS
09	Inyo	C.R.	-	27	33

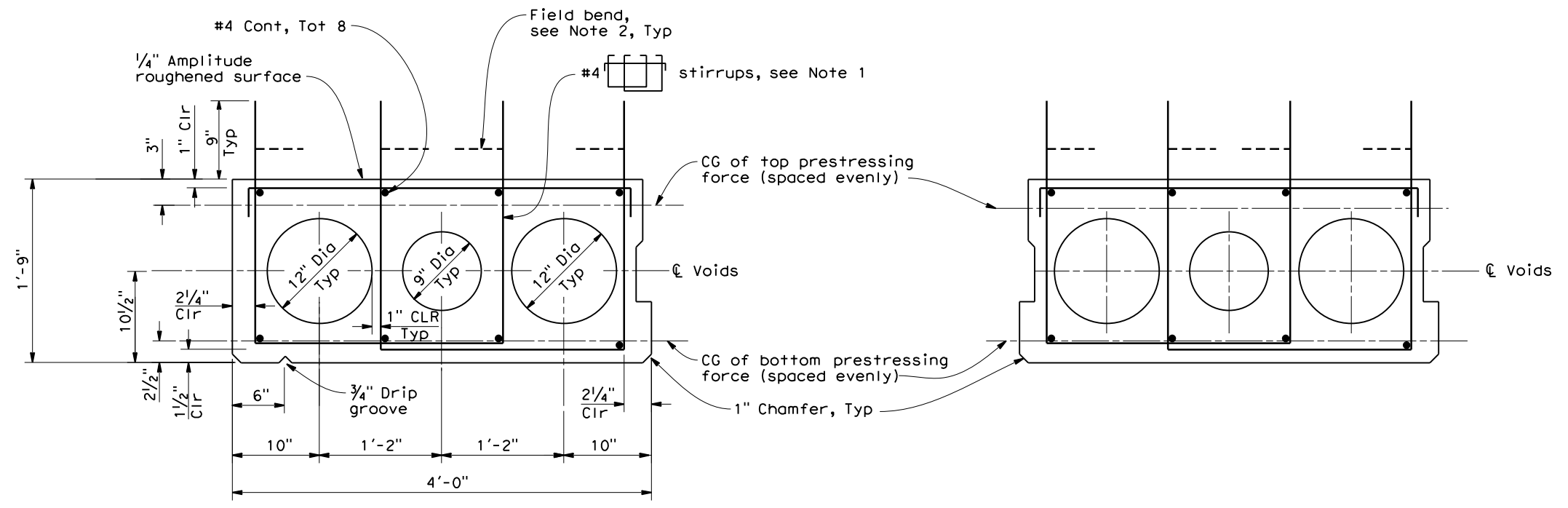
REGISTERED CIVIL ENGINEER X  
DATE \_\_\_\_\_

**95% SUBMITTAL**  
PLANS APPROVAL DATE \_\_\_\_\_

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**QUINCY ENGINEERING**  
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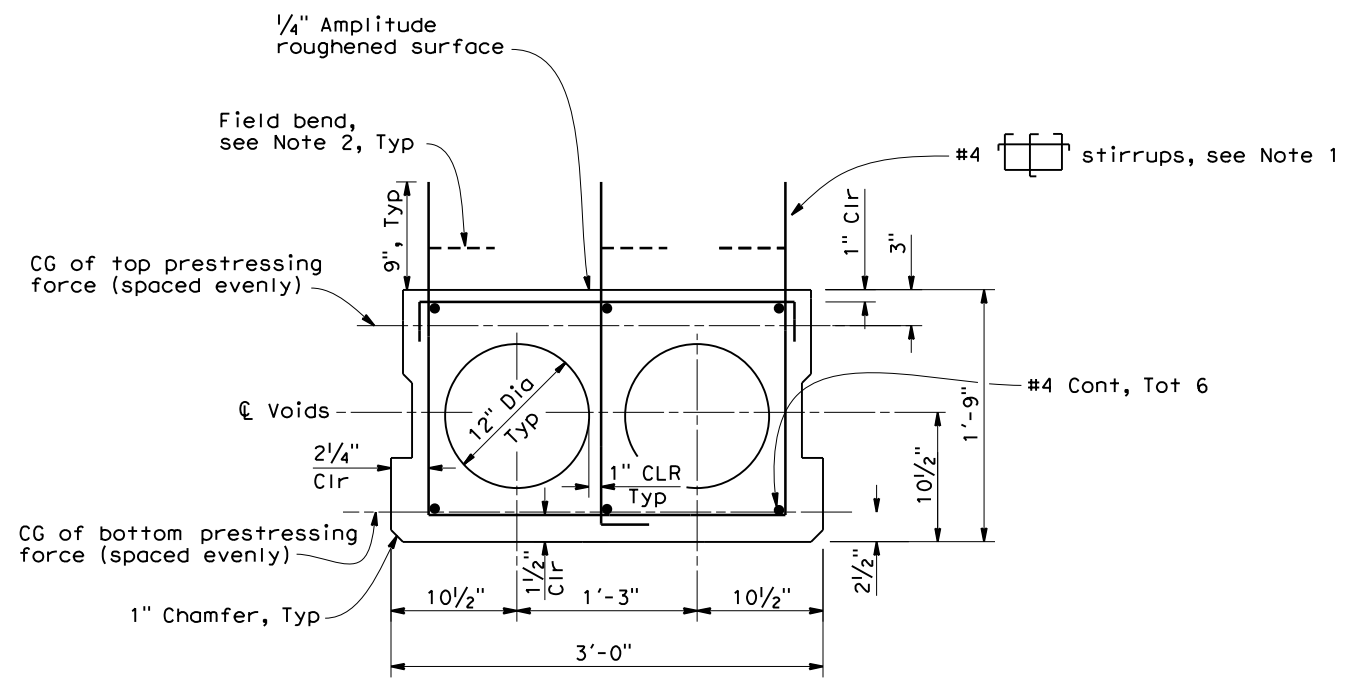
Note: Left Exterior Slab Unit shown, Right Exterior Slab Unit similar

**TYPICAL SECTION 48" EXTERIOR UNIT (A)**  
1 1/2" = 1'-0"

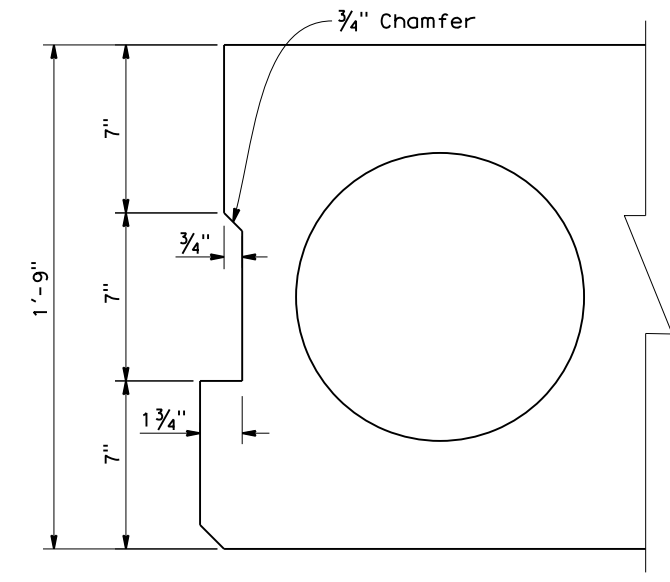
Note:  
For reinforcement and dimensions not shown, see "Typical Section 48" Exterior Unit (A)"

**TYPICAL SECTION 48" INTERIOR UNIT (B)**  
1 1/2" = 1'-0"

- Notes:
- See "Typical Section" sheet for reinforcement layout and clearances not shown.
  - Slab stirrups to be field bent after slab erection.



**TYPICAL SECTION 36" INTERIOR UNIT (C)**  
1 1/2" = 1'-0"



**LONGITUDINAL KEYWAY DETAIL**  
3" = 1'-0"

DESIGN	BY	A. Hanson/J. Cruz	CHECKED	I. Kotsyubuk/S. McCauley	<b>PREPARED FOR THE INYO COUNTY PUBLIC WORKS DEPARTMENT</b>	BRIDGE NO.	48C0051	<b>LOS ANGELES AQUEDUCT BRIDGE ON WALKER CREEK ROAD PC/PS SLAB DETAILS</b>
	DETAILS	P. Kenney	CHECKED	I. Kotsyubuk/S. McCauley		PROJECT ENGINEER	ROBERT FERGUSON	
	QUANTITIES	M. Nguyen	CHECKED	J. Wilson		CONTRACT NO.:	X	
DESIGN DETAIL SHEET (ENGLISH) (REV.03/14/12)						UNIT:	X	DISREGARD PRINTS BEARING EARLIER REVISION DATES
ORIGINAL SCALE IN INCHES FOR REDUCED PLANS						PROJECT NUMBER & PHASE:	X	REVISION DATES
0 1 2 3						CONTRACT NO.:	X	SHEET 8 OF 14
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DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
09	Iny	C.R.	-	28	33

REGISTERED CIVIL ENGINEER X DATE

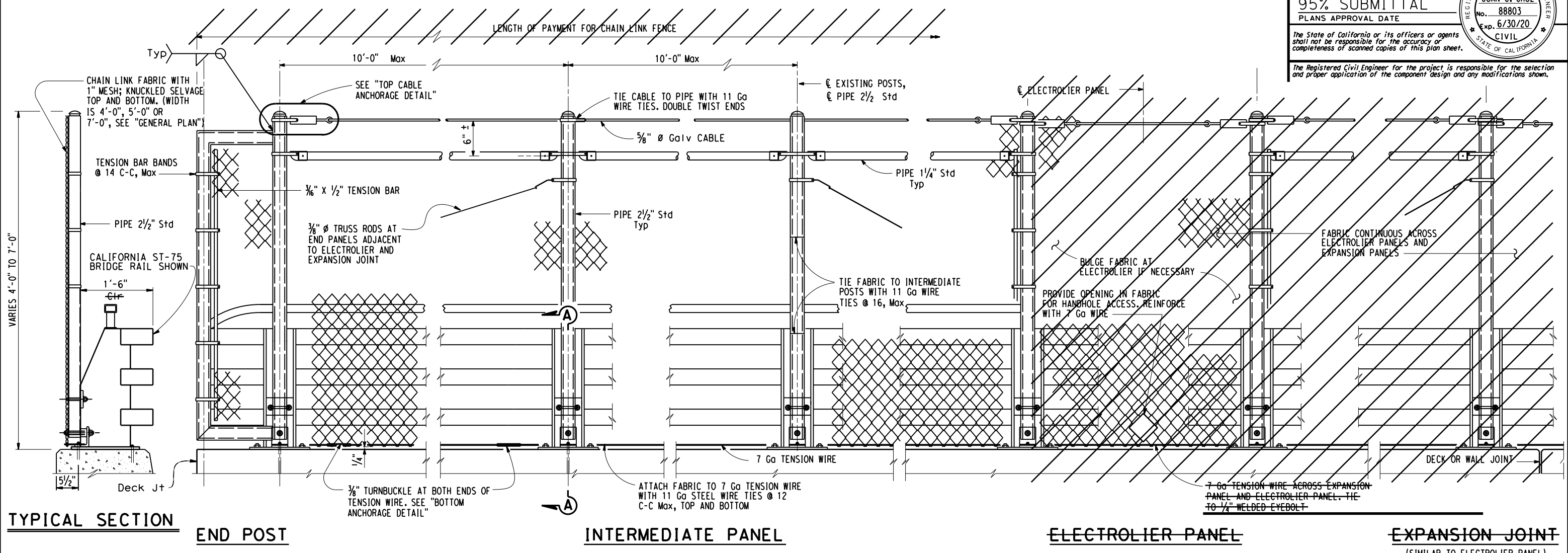
**95% SUBMITTAL**

PLANS APPROVAL DATE

STATE OF CALIFORNIA REGISTERED PROFESSIONAL ENGINEER  
**JUAN C. CRUZ**  
 No. 88803  
 Exp. 6/30/20  
 CIVIL

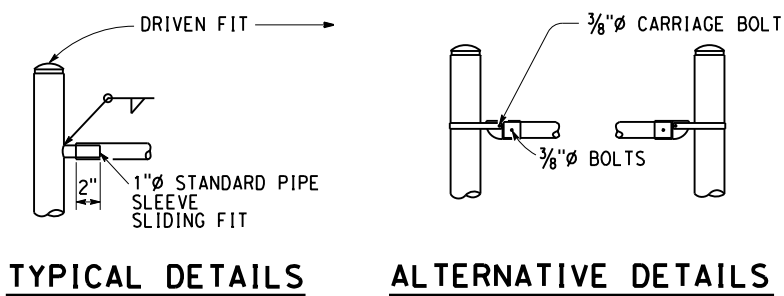
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The Registered Civil Engineer for the project is responsible for the selection and proper application of the component design and any modifications shown.



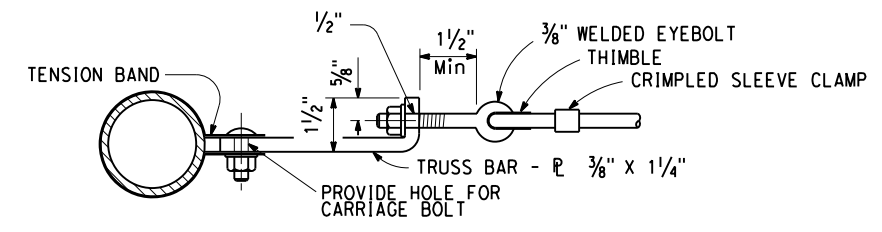
**TYPICAL SECTION**      **END POST**      **INTERMEDIATE PANEL**      **ELECTROLIER PANEL**      **EXPANSION JOINT**  
 (SIMILAR TO ELECTROLIER PANEL)

**ELEVATION**  
 1" = 1'-0"



**TYPICAL DETAILS**      **ALTERNATIVE DETAILS**

**END BRACE DETAILS**  
 1/2" = 1'-0"



**TOP CABLE ANCHORAGE DETAIL**  
 NO SCALE

NOTE:  
 A two sided tension band is an allowable alternative for Intermediate Chain Link Panels

- NOTES:
- Posts shall be vertical.
  - Railing shall conform to horizontal and vertical alignment.
  - When rail is on slope, place fabric parallel to post.
  - Alternative details may be submitted by the Contractor for Engineer approval.
  - Provide thimbles at all cable loops
  - Peen all 3/8" Dia bolts
  - See "GENERAL PLAN" for end post location
  - At intermediate posts only. Contractor has the option of either 1/8" x 2" strap or 1/4" anchor plate with eyebolt
  - For "SECTION A-A", see "CHAIN LINK RAILING TYPE 2 ST-75 DETAILS No. 2" sheet
  - Payment of Chain Link Railing Type 2 is compensated with the cost of the California ST-75 Barrier

REVISED BRIDGE STANDARD DETAILS		1 Revised Detail	3 Change in Payment Method	STATE OF CALIFORNIA	DIVISION OF ENGINEERING SERVICES	BRIDGE NO. 48C0051	LOS ANGELES AQUEDUCT BRIDGE ON WALKER CREEK ROAD
xs16-150-1	July 2014	2 Revised Title		DEPARTMENT OF TRANSPORTATION			CHAIN LINK RAILING TYPE 2 ST-75 DETAILS No. 1
NOTE: THE CONTRACTOR MUST VERIFY ALL CONTROLLING FIELD DIMENSIONS BEFORE ORDERING OR FABRICATING ANY MATERIAL.		FILE => S:\Client\Inyo\104-400 Walker Creek\500-Design\505 - CADD Files\Bridge\104400a-xs-cld101.dgn		ORIGINAL SCALE IN INCHES FOR REDUCED PLANS	UNIT: PROJECT NUMBER & PHASE:	CONTRACT NO.:	DISREGARD PRINTS BEARING EARLIER REVISION DATES
		USERNAME => robert.ferguson TIME PLOTTED => 5:21:48 PM DATE PLOTTED => 5/29/2020		0 1 2 3			REVISION DATES: 6-28-14 7-13-16 SHEET 9 OF 14

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
09	Iny	C.R.	-	29	33

REGISTERED CIVIL ENGINEER X DATE

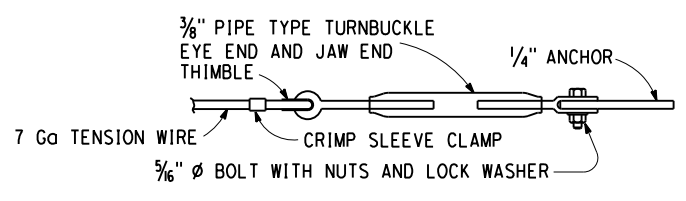
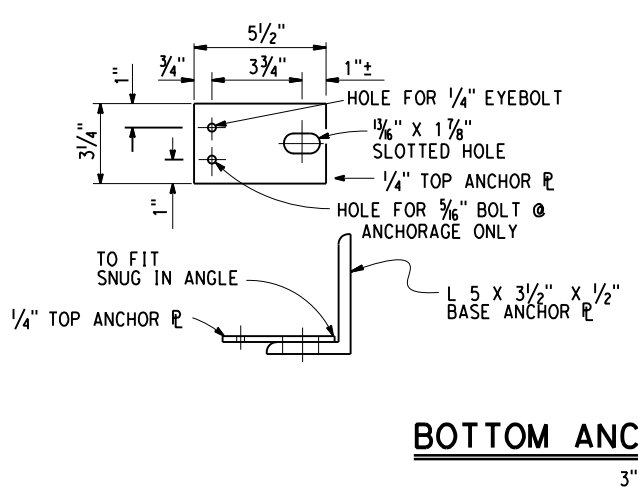
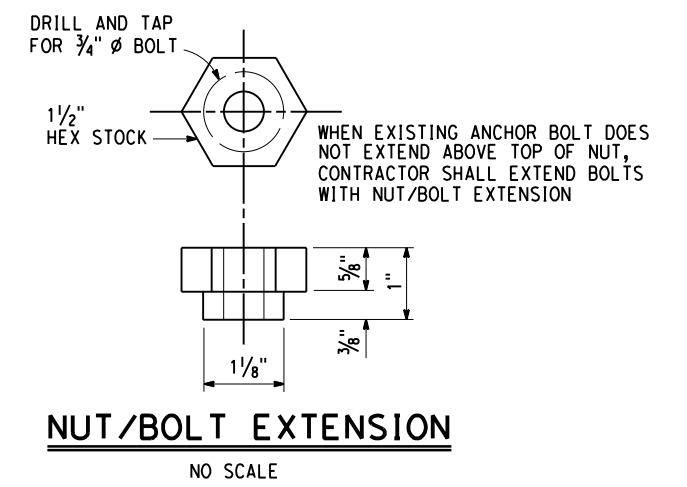
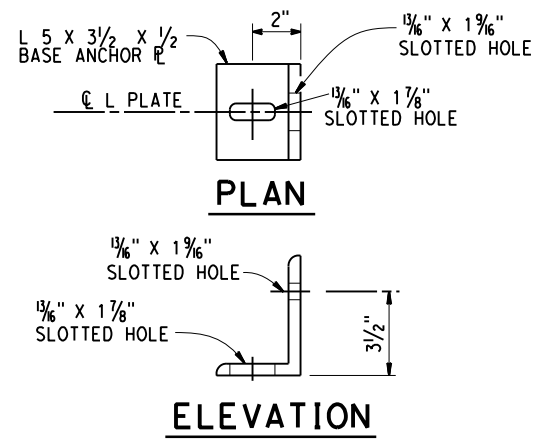
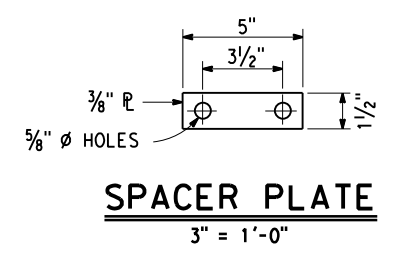
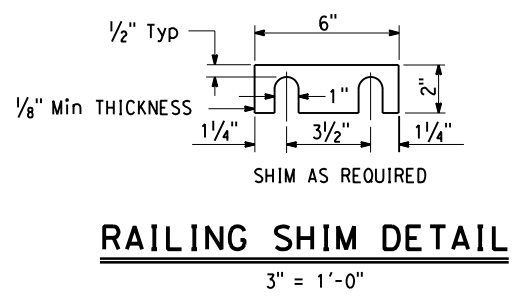
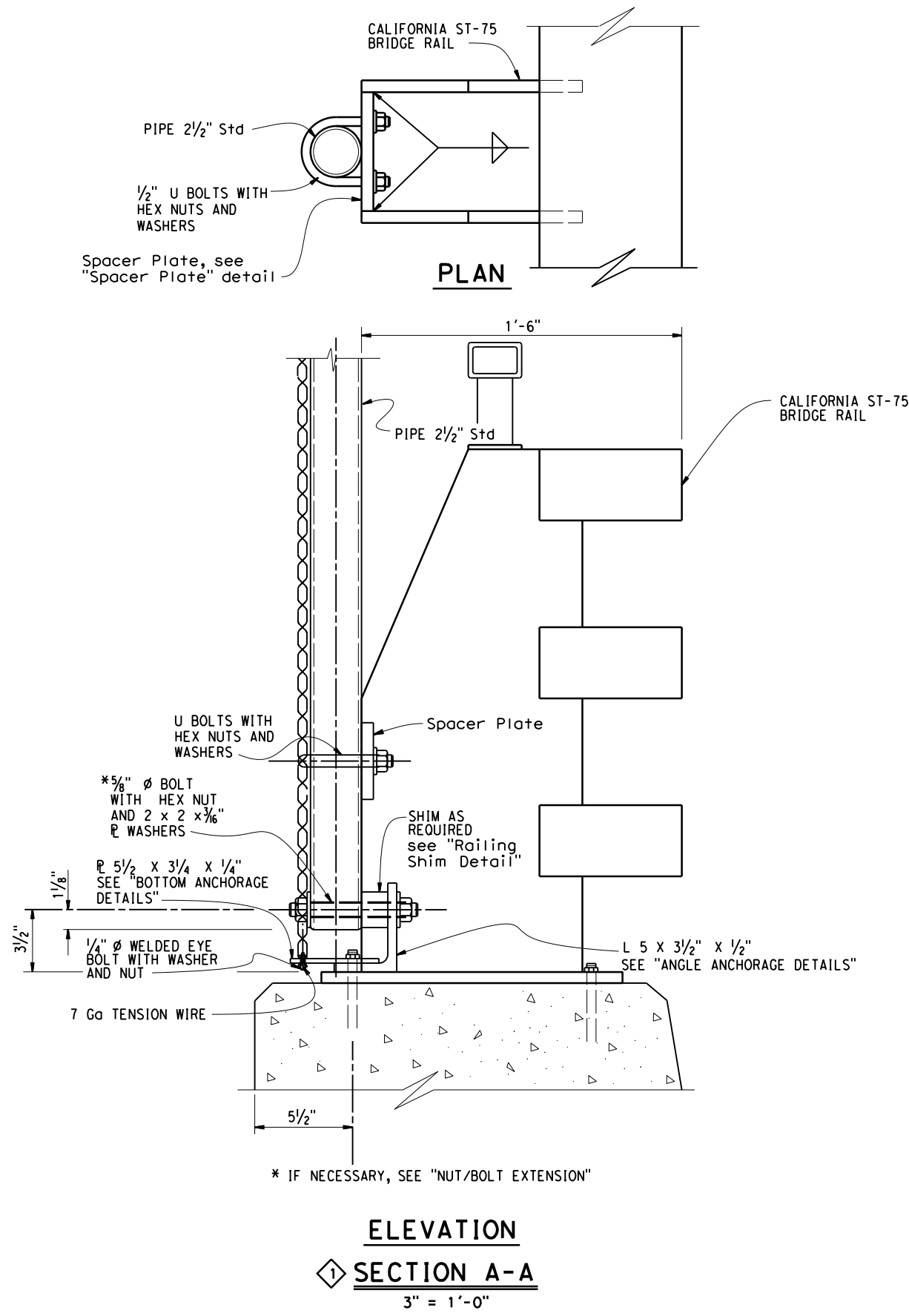
**95% SUBMITTAL**

PLANS APPROVAL DATE

The State of California or its officers or agents shall not be responsible for the accuracy or completeness of scanned copies of this plan sheet.

The Registered Civil Engineer for the project is responsible for the selection and proper application of the component design and any modifications shown.

REGISTERED PROFESSIONAL ENGINEER  
**JUAN C. CRUZ**  
 No. 88803  
 Exp. 6/30/20  
 CIVIL  
 STATE OF CALIFORNIA



**ELEVATION**  
**SECTION A-A**  
3" = 1'-0"

REVISED BRIDGE STANDARD DETAILS		
<b>xs16-150-2</b> FILE NO.	July 2014 APPROVAL DATE	The components of the Bridge Standard Details have been prepared under the responsible charge of the Technical Owner, a registered civil engineer in the State of California.

1 Revised Detail	2 Revised Title
FILE => S:\Client\Inyo\104-400 Walker Creek\500-Design\505 - CADD Files\Bridges\104400a-xs-clt02.dgn USERNAME => robert.ferguson TIME PLOTTED => 5:22:07 PM DATE PLOTTED => 5/29/2020	

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION	DIVISION OF ENGINEERING SERVICES
---	----------------------------------

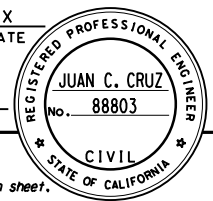
BRIDGE NO. 48C0051	LOS ANGELES AQUEDUCT BRIDGE ON WALKER CREEK ROAD
POST MILE -	CHAIN LINK RAILING TYPE 2 ST-75 DETAILS No. 2
PROJECT NUMBER & PHASE:	CONTRACT NO.:
DISREGARD PRINTS BEARING EARLIER REVISION DATES	REVISION DATES: 6-28-14 7-13-16
SHEET 10	OF 14

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No	TOTAL SHEETS
09	Inyo	C.R.	-	30	33

REGISTERED CIVIL ENGINEER X  
DATE

**95% SUBMITTAL**  
PLANS APPROVAL DATE

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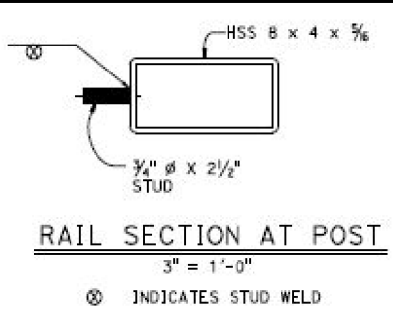
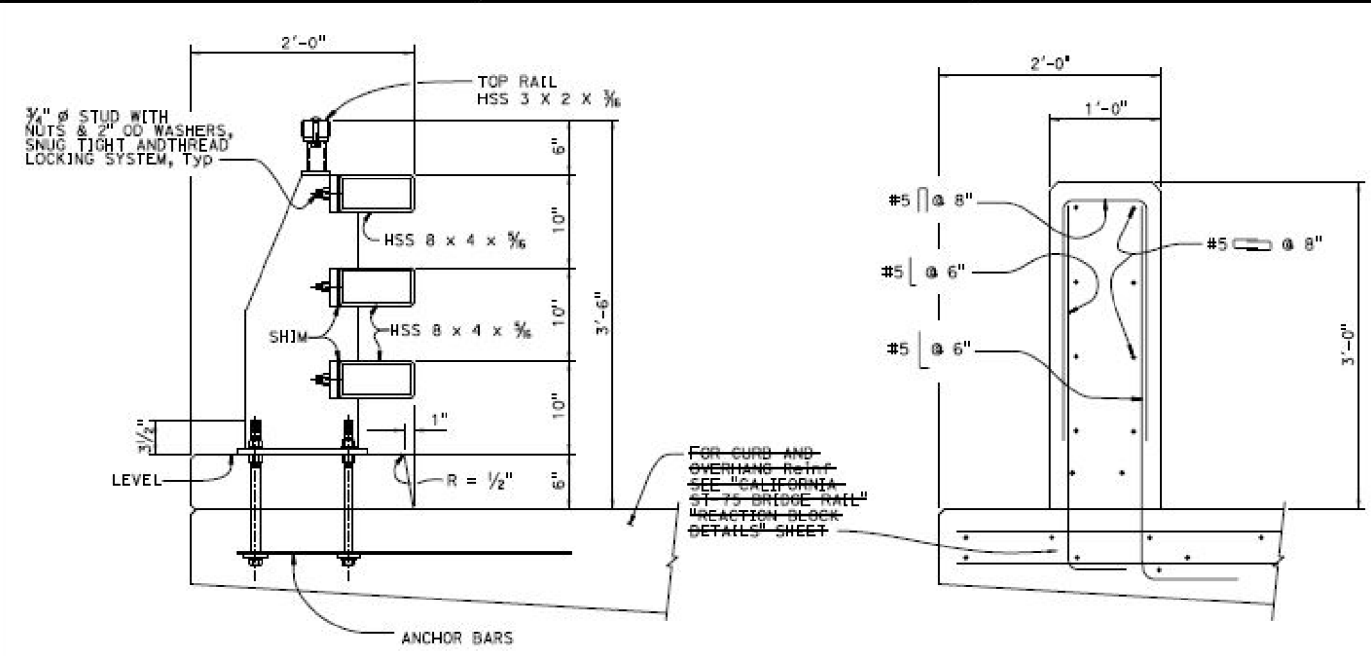
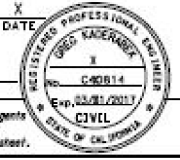
**QUINCY ENGINEERING**  
INYO COUNTY - PUBLIC WORKS DEPARTMENT  
P.O. BOX 0  
Independence, CA 93526

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
X	X	X			

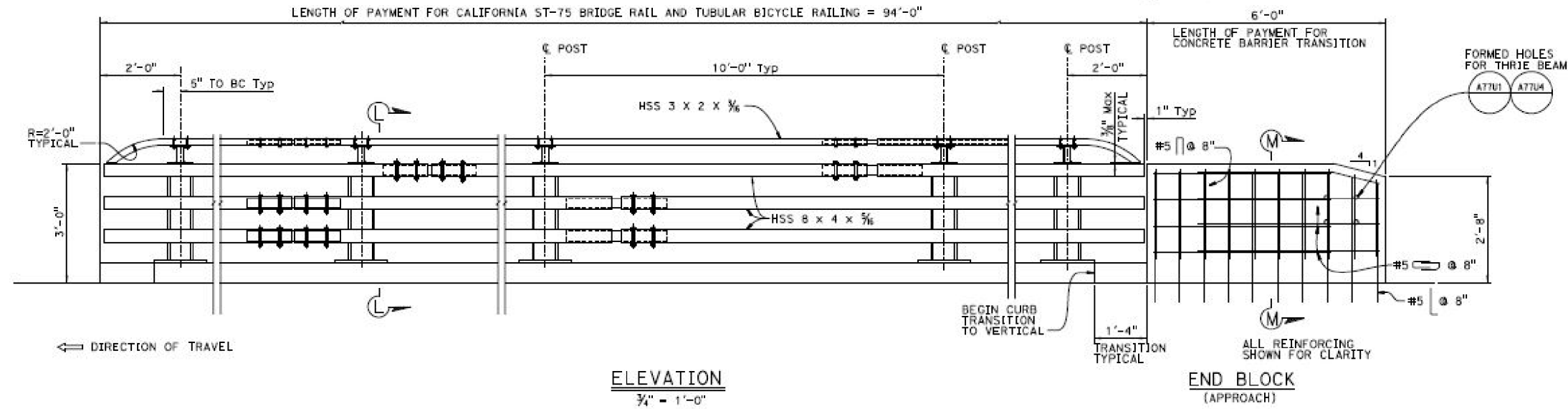
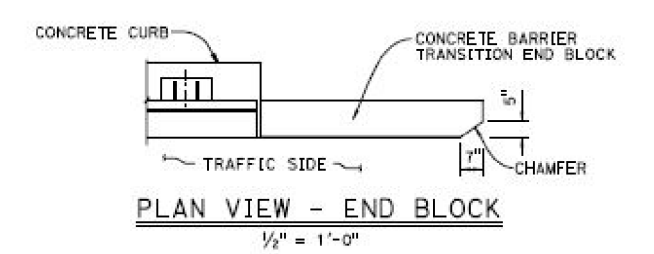
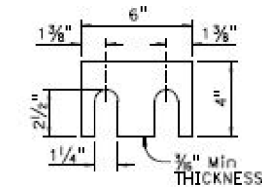
REGISTERED CIVIL ENGINEER X  
DATE

PLANS APPROVAL DATE

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- NOTES:
- All horizontal members are parallel to longitudinal profile grade.
  - Posts are normal to profile grade of structure.
  - Posts are vertical to the transverse cross section.



DESIGN BY: GREG KADERBEK	CHECKED: TELLAT SATTER	<b>STATE OF CALIFORNIA</b> DEPARTMENT OF TRANSPORTATION DIVISION OF ENGINEERING SERVICES DESIGN AND TECHNICAL SERVICES <b>SPECIAL DESIGNS BRANCH B</b>	BRIDGE NO. N/A	<b>CALIFORNIA ST-75 BRIDGE RAIL</b> <b>DETAILS No. 1</b>
DETAILS BY: P. C. WELLS/SHIMEJ JEANG	CHECKED: TELLAT SATTER		POST HOLE N/A	
QUANTITIES BY: GREG KADERBEK	CHECKED: TELLAT SATTER			
STRUCTURES DESIGN DETAIL SHEET (ENGLISH) (REV. 08-01-10)		ORIGINAL SCALE IN INCHES FOR REDUCED PLANS	UNIT: 3619 PROJECT NUMBER & PHASE: X CONTRACT NO.: X	DISREGARD PRINTS BEARING EARLIER REVISION DATES

DESIGN BY: A. Hanson/J. Cruz	CHECKED: I. Kotsyubuk/S. McCauley	<b>PREPARED FOR THE INYO COUNTY PUBLIC WORKS DEPARTMENT</b>	BRIDGE NO. 48C0051	<b>LOS ANGELES AQUEDUCT BRIDGE ON WALKER CREEK ROAD</b> <b>BRIDGE RAIL DETAILS No. 1</b>
DETAILS BY: P. Kenney	CHECKED: I. Kotsyubuk/S. McCauley		POST MILE -	
QUANTITIES BY: M. Nguyen	CHECKED: J. Wilson			
DESIGN DETAIL SHEET (ENGLISH) (REV. 03/14/12)	ORIGINAL SCALE IN INCHES FOR REDUCED PLANS	UNIT: X PROJECT NUMBER & PHASE: X CONTRACT NO.: X	DISREGARD PRINTS BEARING EARLIER REVISION DATES	REVISION DATES

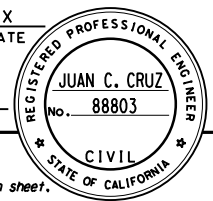


DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
09	Inyo	C.R.	-	31	33

REGISTERED CIVIL ENGINEER X  
DATE

**95% SUBMITTAL**  
PLANS APPROVAL DATE

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**QUINCY ENGINEERING**  
INYO COUNTY - PUBLIC WORKS DEPARTMENT  
P.O. BOX 0  
Independence, CA 93526

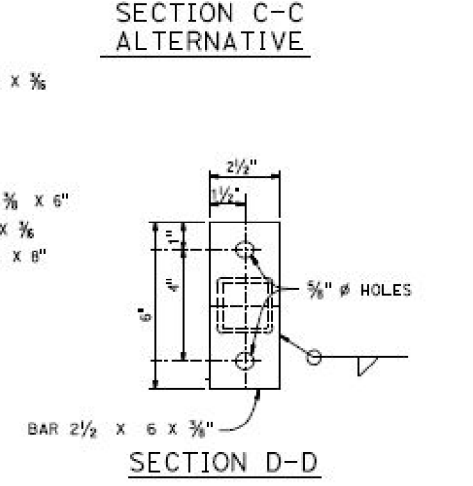
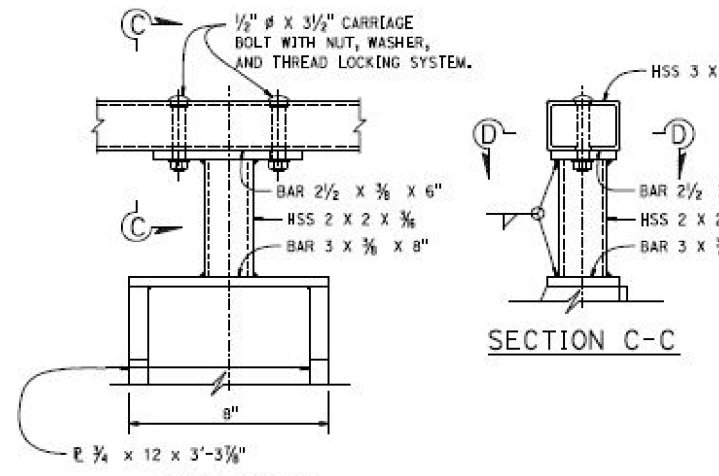
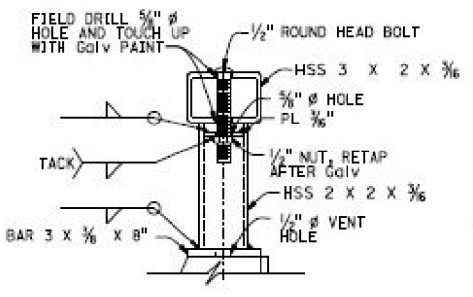
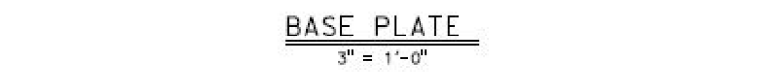
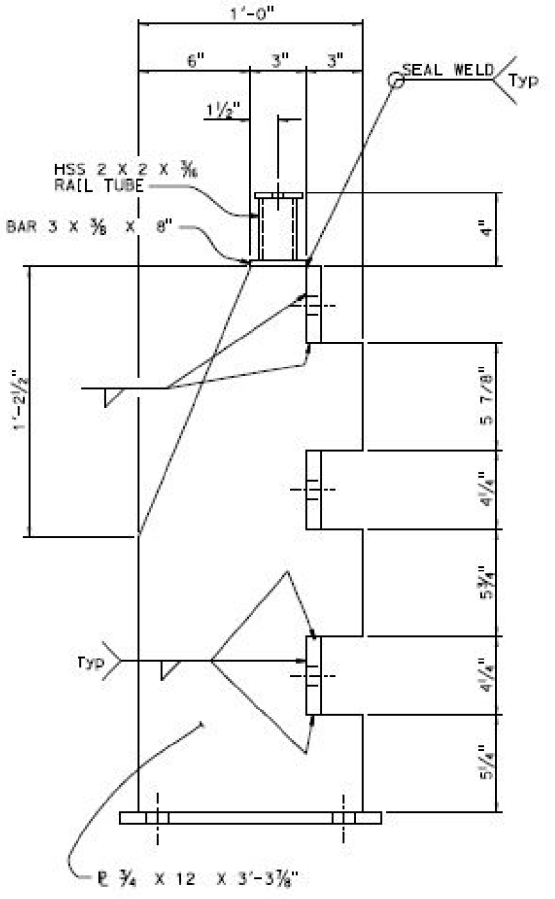
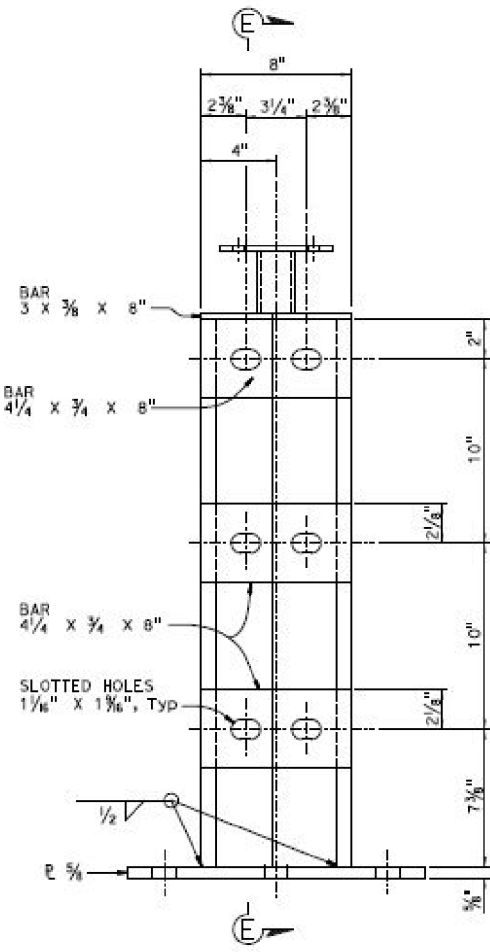
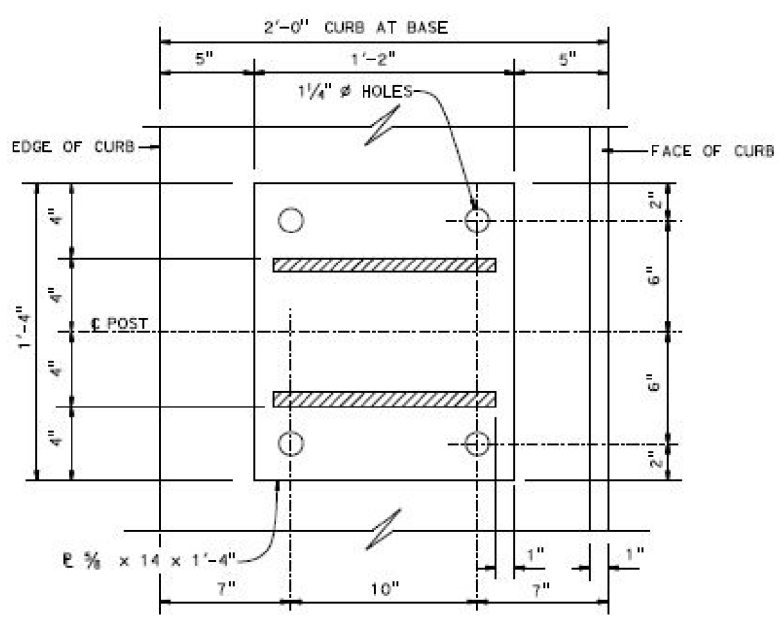
DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
X	X	X	-	X	X

REGISTERED CIVIL ENGINEER X  
DATE

PLANS APPROVAL DATE

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- NOTES:
- Anchor bolts may be tack welded (shop or field) to anchorage.
  - Each rail length must be continuous over a minimum of two posts.
  - The fabricator must check that the tubular sleeve splices conform to the dimensions indicated to assure proper clearance.
  - Except for expansion splices, not more than one splice permitted per same side of post.



POST DETAIL  
3" = 1'-0"

SECTION E-E  
3" = 1'-0"

ELEVATION

RAIL CONNECTION DETAILS  
NO SCALE

SECTION D-D

DESIGN BY: GREG KADERABEK	CHECKED: TELLAT SATTER	<b>STATE OF CALIFORNIA</b> DEPARTMENT OF TRANSPORTATION DIVISION OF ENGINEERING SERVICES DESIGN AND TECHNICAL SERVICES <b>SPECIAL DESIGNS BRANCH B</b>	BRIDGE NO. X	<b>CALIFORNIA ST-75 BRIDGE RAIL</b> <b>DETAILS No. 2</b>
DETAILS BY: P. C. WELLS/SHUMEE JEANG	CHECKED: TELLAT SATTER		POST HOLE X	
QUANTITIES BY: GREG KADERABEK	CHECKED: TELLAT SATTER			
STRUCTURES DESIGN DETAIL SHEET (ENGLISH) (REV. 09-01-10)		ORIGINAL SCALE IN INCHES FOR REDUCED PLANS: 0 1 2 3	UNIT: PROJECT NUMBER & PHASE: X	CONTRACT NO.: X
			DISREGARD PRINTS BEARING EARLIER REVISION DATES	REVISION DATES: SHEET 8 OF 16

DESIGN BY: A. Hanson/J. Cruz	CHECKED: I. Kotsyubuk/S. McCauley
DETAILS BY: P. Kenney	CHECKED: I. Kotsyubuk/S. McCauley
QUANTITIES BY: M. Nguyen	CHECKED: J. Wilson

PREPARED FOR THE  
**INYO COUNTY**  
PUBLIC WORKS DEPARTMENT

ROBERT FERGUSON  
PROJECT ENGINEER

BRIDGE NO.	48C0051
POST MILE	-

**LOS ANGELES AQUEDUCT BRIDGE ON WALKER CREEK ROAD**  
**BRIDGE RAIL DETAILS No. 2**

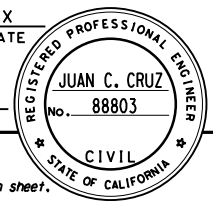
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DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No	TOTAL SHEETS
09	Iny	C.R.	-	32	33

REGISTERED CIVIL ENGINEER X  
DATE

**95% SUBMITTAL**  
PLANS APPROVAL DATE

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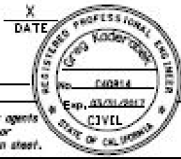
**QUINCY ENGINEERING**  
INYO COUNTY - PUBLIC WORKS DEPARTMENT  
P.O. BOX 0  
Independence, CA 93526

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
X	X	X			

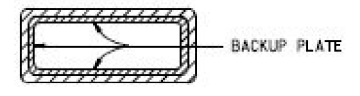
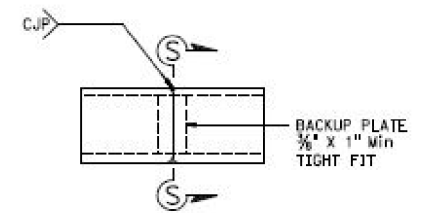
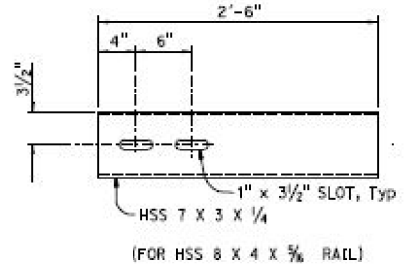
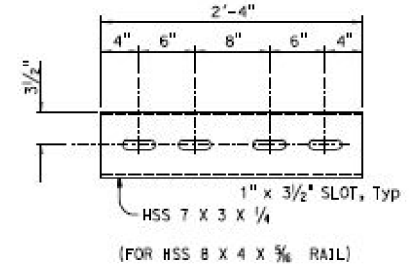
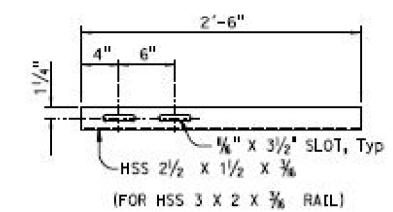
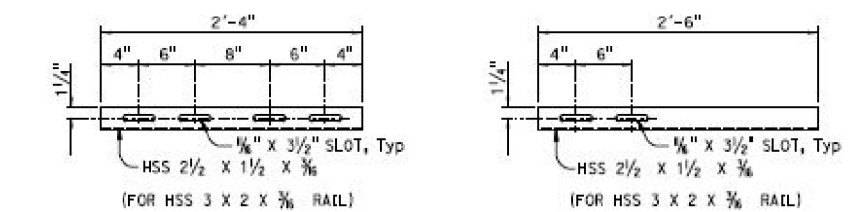
REGISTERED CIVIL ENGINEER X  
DATE

PLANS APPROVAL DATE

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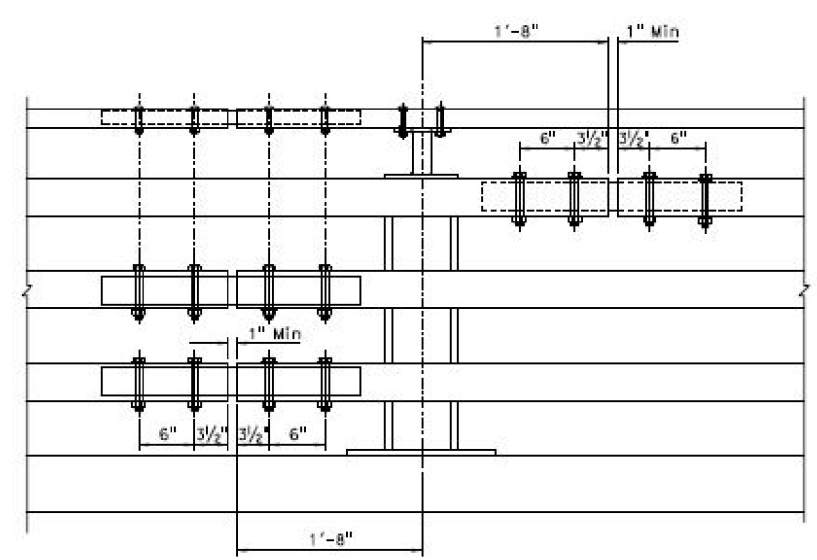
- NOTES:
- HS bolts with nut and washers, snug tightened, and thread locking system.
  - Use 1/2" x 3/8" (HSS 8 X 2 X 3/8)  
Use 3/4" x 4/8" (HSS 8 X 3 X 3/8)  
Use 3/4" x 5/8" (HSS 8 X 4 X 3/8)



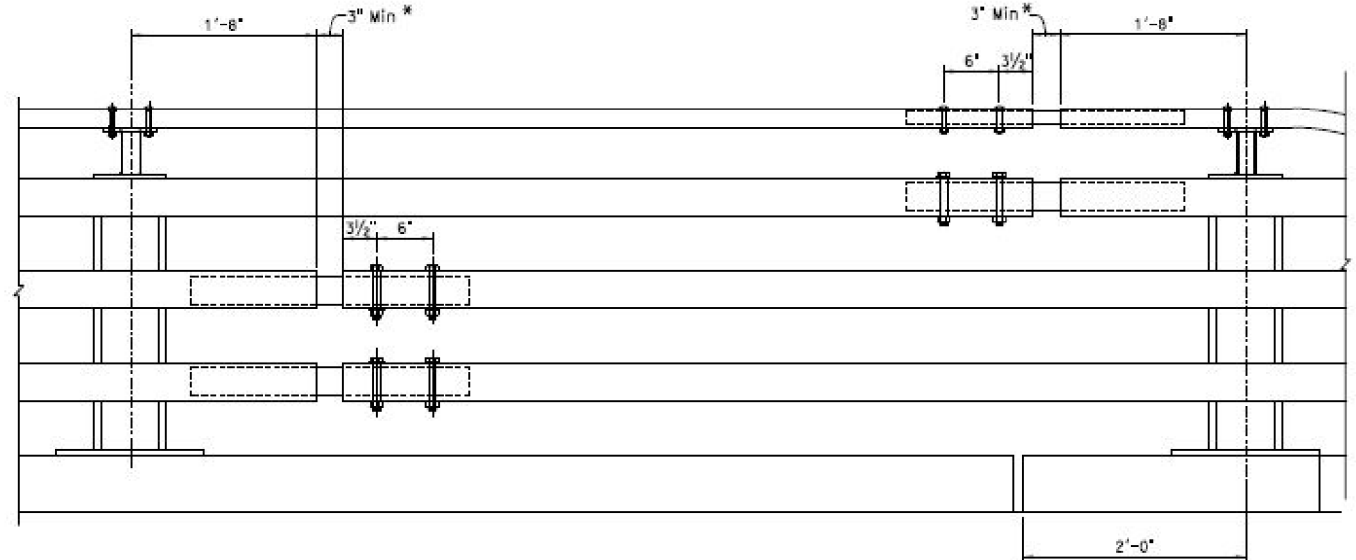
ALTERNATE TUBE WELDED SPLICE  
3" = 1'-0"

**STANDARD SLEEVES DETAILS**  
1 1/2" = 1'-0"

**EXPANSION SLEEVES DETAILS**  
1 1/2" = 1'-0"



**STANDARD SPLICE**  
1 1/2" = 1'-0"



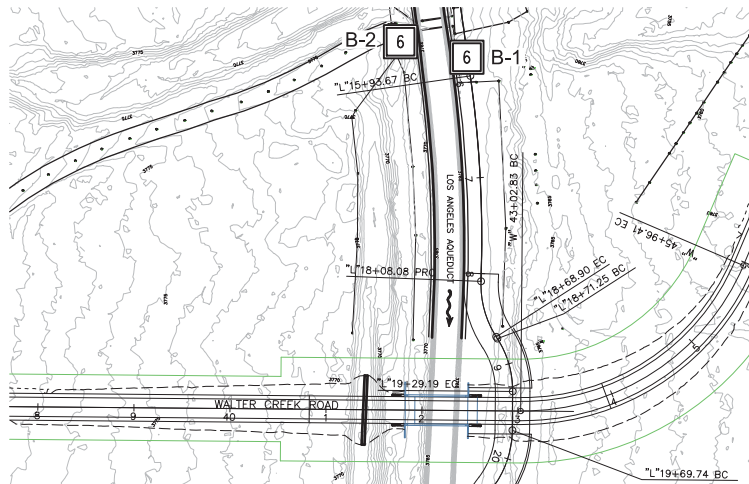
**EXPANSION SPLICE**  
1 1/2" = 1'-0"  
\* MATCH DECK OR WALL JOINT

DESIGN BY GREG KADERABEK	CHECKED TILLAT SATTER	<b>STATE OF CALIFORNIA</b> DEPARTMENT OF TRANSPORTATION DIVISION OF ENGINEERING SERVICES DESIGN AND TECHNICAL SERVICES <b>SPECIAL DESIGNS BRANCH B</b>	BRIDGE NO. X	<b>CALIFORNIA ST-75 BRIDGE RAIL</b> <b>DETAILS No. 3</b>
DETAILS BY P. C. WELLS/SHANEI JIANG	CHECKED TILLAT SATTER		POST HOLE X	
QUANTITIES BY GREG KADERABEK	CHECKED TILLAT SATTER			
STRUCTURES DESIGN DETAIL SHEET (ENGLISH) (REV. 09-01-10)		ORIGINAL SCALE IN INCHES FOR REDUCED PLANS 0 1 2 3	UNIT: 3619 PROJECT NUMBER & PHASE: X CONTRACT NO.: X	DISREGARD PRINTS BEARING EARLIER REVISION DATES

DESIGN BY A. Hanson/J. Cruz	CHECKED I. Kotsyubuk/S. McCauley	<b>PREPARED FOR THE INYO COUNTY PUBLIC WORKS DEPARTMENT</b>	BRIDGE NO. 48C0051	<b>LOS ANGELES AQUEDUCT BRIDGE ON WALKER CREEK ROAD</b> <b>BRIDGE RAIL DETAILS No. 3</b>
DETAILS BY P. Kenney	CHECKED I. Kotsyubuk/S. McCauley		POST MILE -	
QUANTITIES BY M. Nguyen	CHECKED J. Wilson			
DESIGN DETAIL SHEET (ENGLISH) (REV.03/14/12)	ORIGINAL SCALE IN INCHES FOR REDUCED PLANS 0 1 2 3	UNIT: X PROJECT NUMBER & PHASE: X CONTRACT NO.: X	DISREGARD PRINTS BEARING EARLIER REVISION DATES	REVISION DATES SHEET OF 13 14

**NOTES:**

1. 1.5-INCH DIAMETER SAMPLES WERE TAKEN USING A STANDARD PENETRATION TEST (SPT) SPLIT BARREL SAMPLER WITH AN INSIDE DIAMETER (ID) OF 1.5 INCHES AND AN OUTSIDE DIAMETER (OD) OF 2.0 INCHES.
2. 2.5-INCH DIAMETER RING SAMPLES WERE TAKEN USING A CALIFORNIA SPLIT BARREL SAMPLER WITH AN ID OF 2.5 INCHES AND AN OD OF 3.0 INCHES.
3. ALL DRIVE SAMPLES WERE DRIVEN WITH 140 LB HAMMER WITH A FALLING HEIGHT OF 30 INCHES.
4. ELEVATION BASED ON PLANS FROM QUINCY ENGINEERING, DATED 11/4/2013.



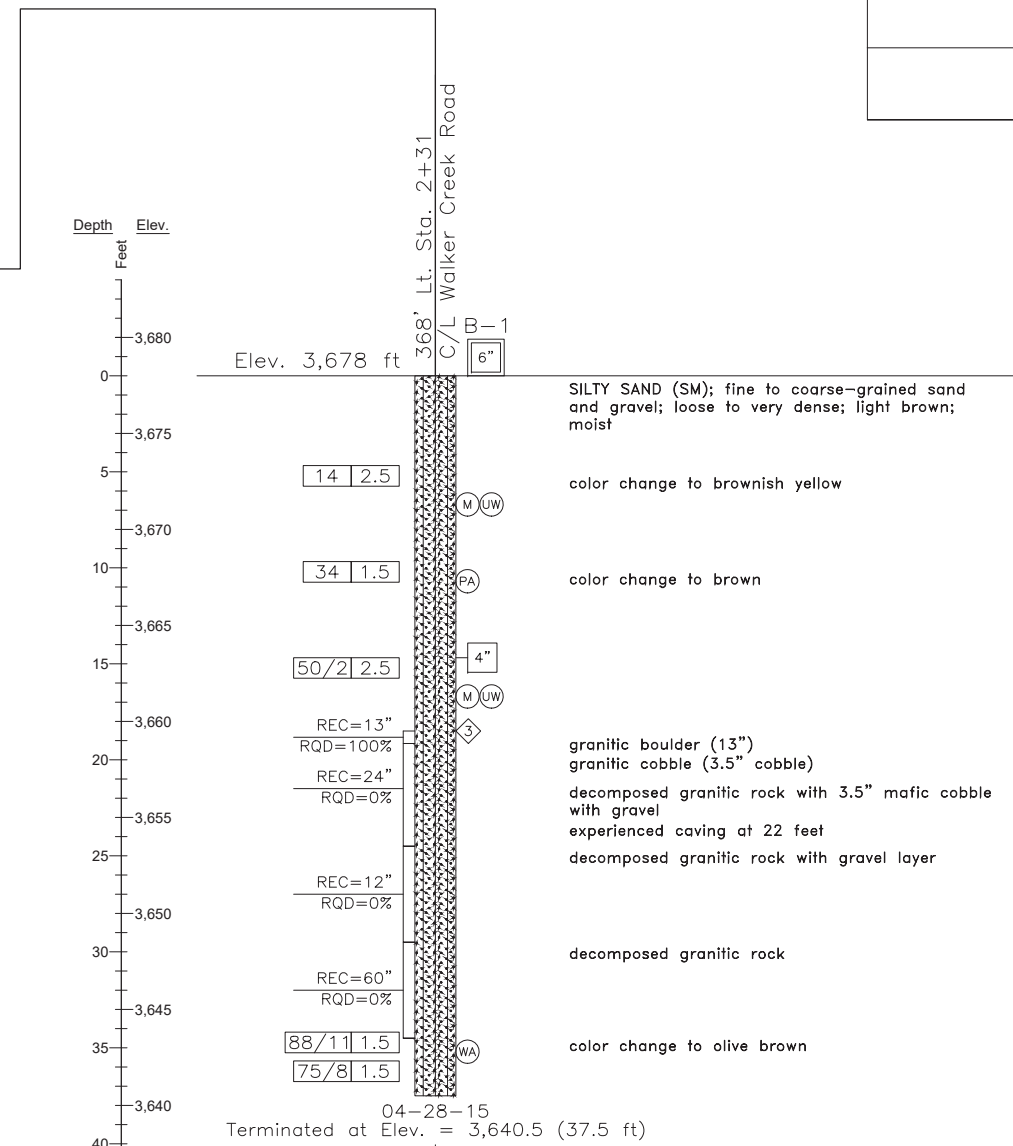
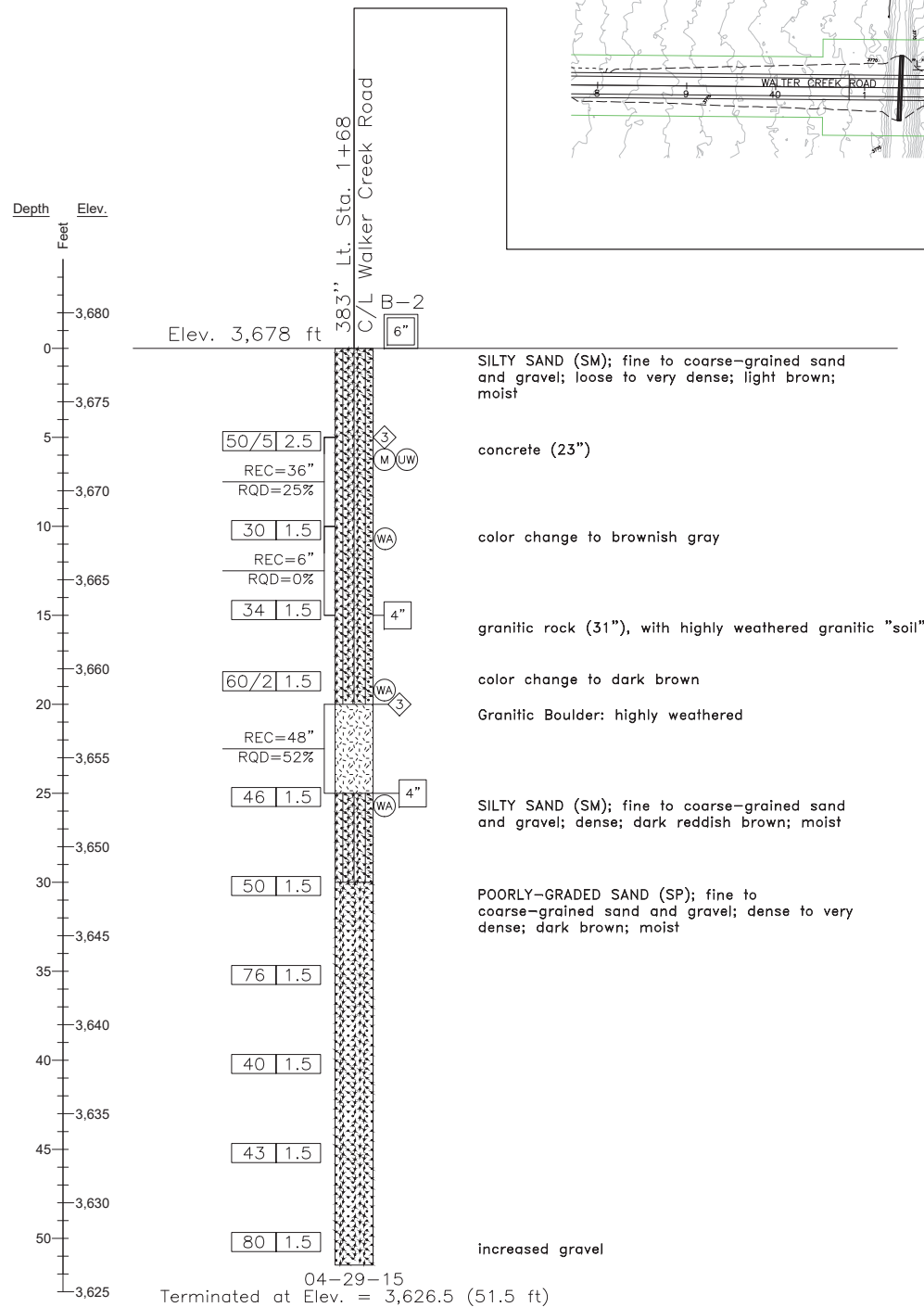
**PLAN**

SCALE: 1"=100'

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No	TOTAL SHEETS
X	X	X		33	33

REGISTERED CIVIL ENGINEER	X	DATE
PLANS APPROVAL DATE		
<i>The State of California or its officers or agents shall not be responsible for the accuracy or completeness of electronic copies of this plan sheet.</i>		



WALKER CREEK ROAD

**PROFILE**

SCALE: 1"=10' HORIZONTAL  
SCALE: 1"=5' VERTICAL

PROJECT NO.	20182533	LOG OF TEST BORINGS	PLATE  2
DRAWN BY:	10/2017		
CHECKED BY:	MRG/DMF	WALKER CREEK ROAD OVER LA AQUEDUCT OLANCHA, INYO COUNTY, CALIFORNIA	
FILE NAME:	20182533p2_LOTB-WCrk.dwg		

PLOTTED: 31 Oct 2017, 10:21am, DFahmy

ATTACHED IMAGES: Images\_Clean\_Vis\_Aerial\_CarrollCreekRd\_Bridge.jpg Images\_Clean\_10440a\_z\_APS Alt1 w aerial\_WalkerCreekRd\_Bridge.jpg  
ATTACHED VIEWS: Xref\_CAD FILE: U:\Projects\CADD\CADD 2018\20182533\Inyo Walker Updated Alignment CADD Files\ LAYOUT: 2

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# Exhibit B. Project Area Map

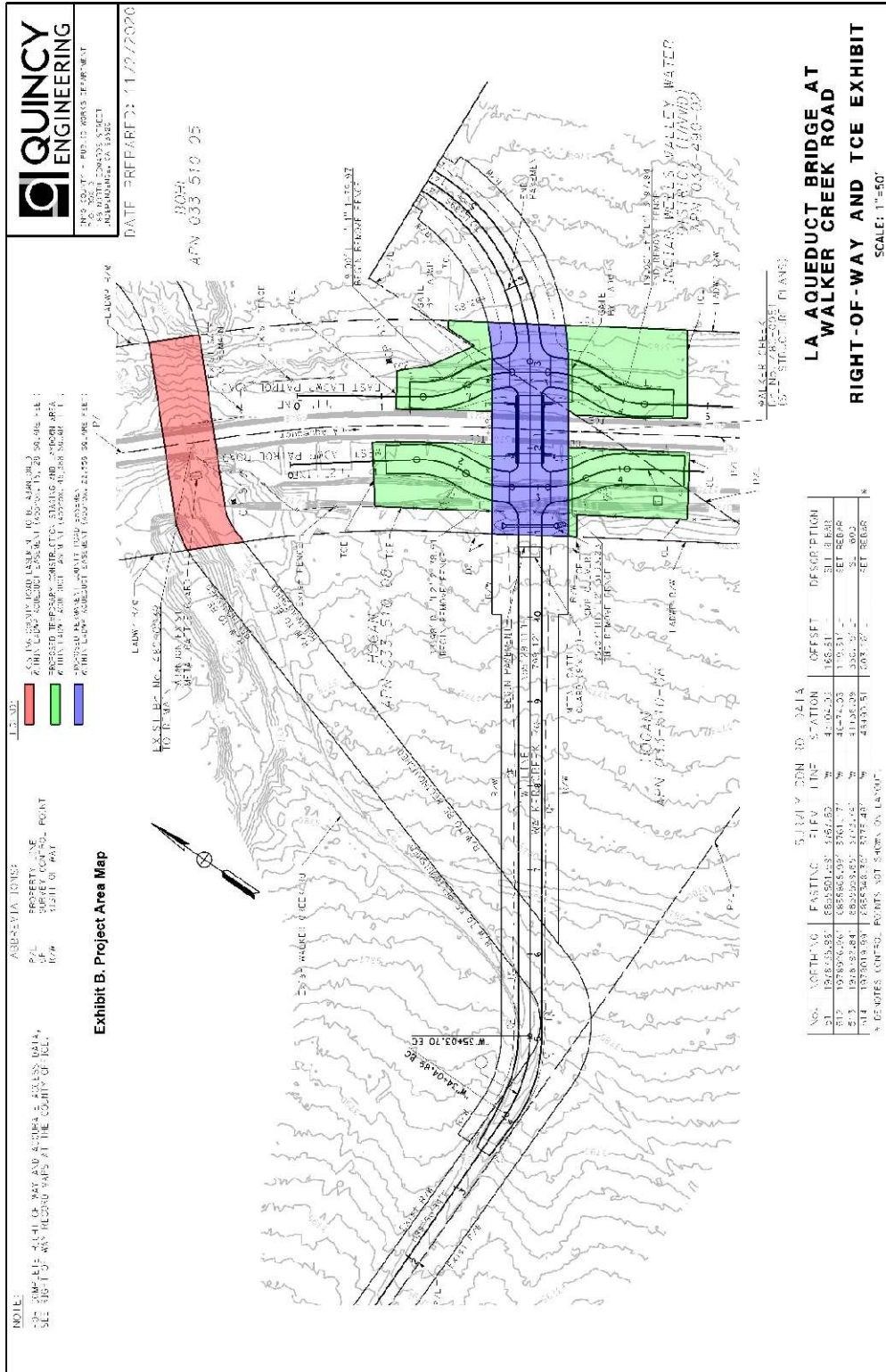


Exhibit C. Federal Highway Easement Deeds

Free Recording Pursuant to Gov't Code § 27382 Requested By: Inyo County Board of Supervisors

When Recorded Mail To:  
Inyo County Public Works  
168 N. Edwards St.  
PO Box Q  
Independence, CA

Above space for Recorder's Use Only

### HIGHWAY EASEMENT DEED

DOCUMENTARY TRANSFER TAX is \$0 pursuant to the exemption established in Revenue and Taxation Code § 11922

This HIGHWAY EASEMENT DEED, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Indian Wells Water District, a public agency (hereinafter "Grantor"), and the County of Inyo, as political subdivision of the state of California (hereinafter "Grantee"), and is with reference to the following:

#### RECITALS

WHEREAS, Grantee is in the process of replacing Inyo County bridge No. 48C0051, which conveys a County highway in the Olancho, California area;

WHEREAS, in the process of said bridge replacement, it has become necessary to shift the location of a County highway such that the highway runs over Grantor's property;

WHEREAS, following the realignment, the County highway will encroach on Grantor's property in the below-described location (hereinafter the "Highway Easement Zone"):

All that real property described in the attached legal description as Exhibit "A" and associated map as Exhibit "B" attached hereto and made a part hereof.

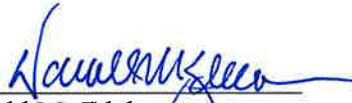
NOW THEREFORE, FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged by Grantor, it is agreed as follows.

1. Grantor hereby grants to Grantee a permanent easement and right-of-way for public road purposes including the right to lay, construct, repair, maintain, operate, renew and replace roadway and any necessary cut and fill slope improvements, sanitary sewer and storm drain collection systems, water distribution systems, public utilities facilities and appurtenances incidental thereto, together with the right of ingress and egress to and from same, in, over, under and across the Highway Easement Zone;
2. Said rights granted herein are subject to the following:
  - a. If outstanding valid claims exist on the date of the grant, the Grantee shall obtain such permission as may be necessary on the account of any claim.
  - b. Any and all agreements, covenants, conditions, restrictions, easements, reservations, rights and rights-of-way of record, and other matters of record.
  - c. Any rights-of-way which may be apparent if a visual inspection is made of said Highway Easement Zone.
  - d. Any vested or accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts; and there is reserved from the lands hereby granted a right-of-way thereon for ditches and canals constructed by the authority of the United States.
  - e. Such rights and right-of-way as the City of Los Angeles may have under the Act of June 30, 1906, together with any amendments thereto. An such rights and right-of-way as the City of Los Angeles may have under the Act of March 4, 1911, together with any amendments thereto.


3. Grantor recognize and consents that by granting an easement to Grantor over the Highway Easement Zone, Grantor is also permitting the public at large—including pedestrian and vehicular traffic—to cross on, over, or through the Highway Easement Zone, subject to any controls or limitations that may be imposed by Grantee;

IN WITNESS WHEREOF, Grantor and Grantee have executed this HIGHWAY EASEMENT DEED on the dates indicated below.

Dated: 23 September 2020

By:   
Donald M. Zdeba  
General Manager

Dated: 11/23/2020

  
Michael Errante  
Director, Inyo County Public Works

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Kern )  
On 9-23-2020 before me, Lauren Duffy, Notary  
Date Here Insert Name and Title of the Officer  
personally appeared Donald Zdziba  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_



**CERTIFICATE OF ACCEPTANCE PURSUANT TO GOV'T CODE § 27281**

This is to certify that the interest in real property conveyed by this Deed of Easement and Easement Agreement between Indian Wells Water District, a public agency and THE COUNTY OF INYO, a political subdivision of the State of California, is hereby accepted by the undersigned officer or agent on behalf of the Inyo County Board of Supervisors pursuant to authority conferred by Resolution No. 2022-02 of the Inyo County Board of Supervisors on JANUARY 25, 2022, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: 1/25/2022



Michael Errante  
Public Works Director

## EXHIBIT "A"

ALL THAT REAL PROPERTY BEING A PORTION OF THE PARCEL SHOWN AS "DESIGNATED REMAINDER" ON PARCEL MAP NO. 248 RECORDED ON DECEMBER 20, 1985 AS DOCUMENT NO. 85-5092 IN BOOK 3 OF PARCEL MAPS, AT PAGES 66 AND 67, OFFICIAL RECORDS OF INYO COUNTY, LOCATED IN THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 37 EAST, M.D.B & M., STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTHERLY MOST CORNER OF PARCEL 1 AS SHOWN ON PARCEL MAP NO. 204 RECORDED ON DECEMBER 27, 1982 AS DOCUMENT NO. 82-5939 IN BOOK 3 OF PARCEL MAPS AT PAGES 15 TO 16, OFFICIAL RECORDS OF INYO COUNTY, SAID SOUTHERLY MOST CORNER BEING ON THE WEST LINE OF SECTION 29; THENCE ALONG SAID WEST LINE, NORTH 00° 54' 33" WEST (NORTH 00° 16' 37" WEST), 49.51 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID WEST LINE, NORTH 00° 54' 33" WEST (NORTH 00° 16' 37" WEST), 108.07 FEET; THENCE LEAVING SAID WEST LINE AND ALONG A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIAL BEARING OF SOUTH 35° 04' 42" EAST, A RADIUS OF 205.00 FEET, A CENTRAL ANGLE OF 54° 47' 01", AND A LENGTH OF 196.01 FEET; THENCE SOUTH 89° 51' 43" EAST, 11.00 FEET; THENCE ALONG A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIAL BEARING OF SOUTH 89° 51' 43" EAST, A RADIUS OF 216.00 FEET, A CENTRAL ANGLE OF 11° 56' 06", AND A LENGTH OF 44.99 FEET; THENCE NORTH 11° 47' 48" WEST, 440.25 FEET; THENCE ALONG A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 164.00 FEET, A CENTRAL ANGLE OF 38° 09' 52", AND A LENGTH OF 109.24 FEET, MORE OR LESS, TO THE SOUTH RIGHT OF WAY LINE OF A TWENTY (20) FOOT WIDE ROADWAY EASEMENT GRANTED TO THE COUNTY OF INYO AND RECORDED ON JULY 7, 1982 AS DOCUMENT NO. 82-2902, OFFICIAL RECORDS OF INYO COUNTY; THENCE ALONG SAID SOUTH LINE, NORTH 89° 35' 44" EAST, 85.11 FEET; THENCE LEAVING SAID SOUTH LINE, ALONG A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIAL BEARING OF NORTH 40° 05' 42" WEST, A RADIUS OF 96.00 FEET, A CENTRAL ANGLE OF 61° 42' 06", AND A LENGTH OF 103.38 FEET; THENCE SOUTH 11° 47' 48" EAST, 440.25 FEET; THENCE ALONG A TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 284.00 FEET, A CENTRAL ANGLE OF 11° 56' 06", AND A LENGTH OF 59.16 FEET; THENCE SOUTH 89° 51' 43" EAST, 11.00 FEET; THENCE ALONG A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIAL BEARING OF SOUTH 89° 51' 43" EAST, A RADIUS OF 295.00 FEET, A CENTRAL ANGLE OF 55° 20' 54", AND A LENGTH OF 284.97 FEET; THENCE SOUTH 55° 29' 11" WEST, 57.79 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A TOTAL OF 64,863 SQUARE FEET, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 4 (EPOCH 2010.00), AS DETERMINED BY TIES BETWEEN NATIONAL GEODETIC SURVEY HPGN HORIZONTAL CONTROL STATIONS "Q 1380" (PID - GS0616) AND "V 1407" (PID - GT1776) AND TAKEN AS NORTH 12° 27'37" WEST.

DATA SHOWN IN PARENTHESIS IS RECORD DATA PER DOCUMENT NO. 82-5939 IN BOOK 3 OF PARCEL MAPS AT PAGES 15 TO 16, OFFICIAL RECORDS OF INYO COUNTY.

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE.

THIS DESCRIPTION WAS PREPARED UNDER MY DIRECTION IN CONFORMANCE WITH SECTION 8726 OF THE BUSINESS AND PROFESSIONS CODE OF THE STATE OF CALIFORNIA.

APN 033-490-02 PORTION.

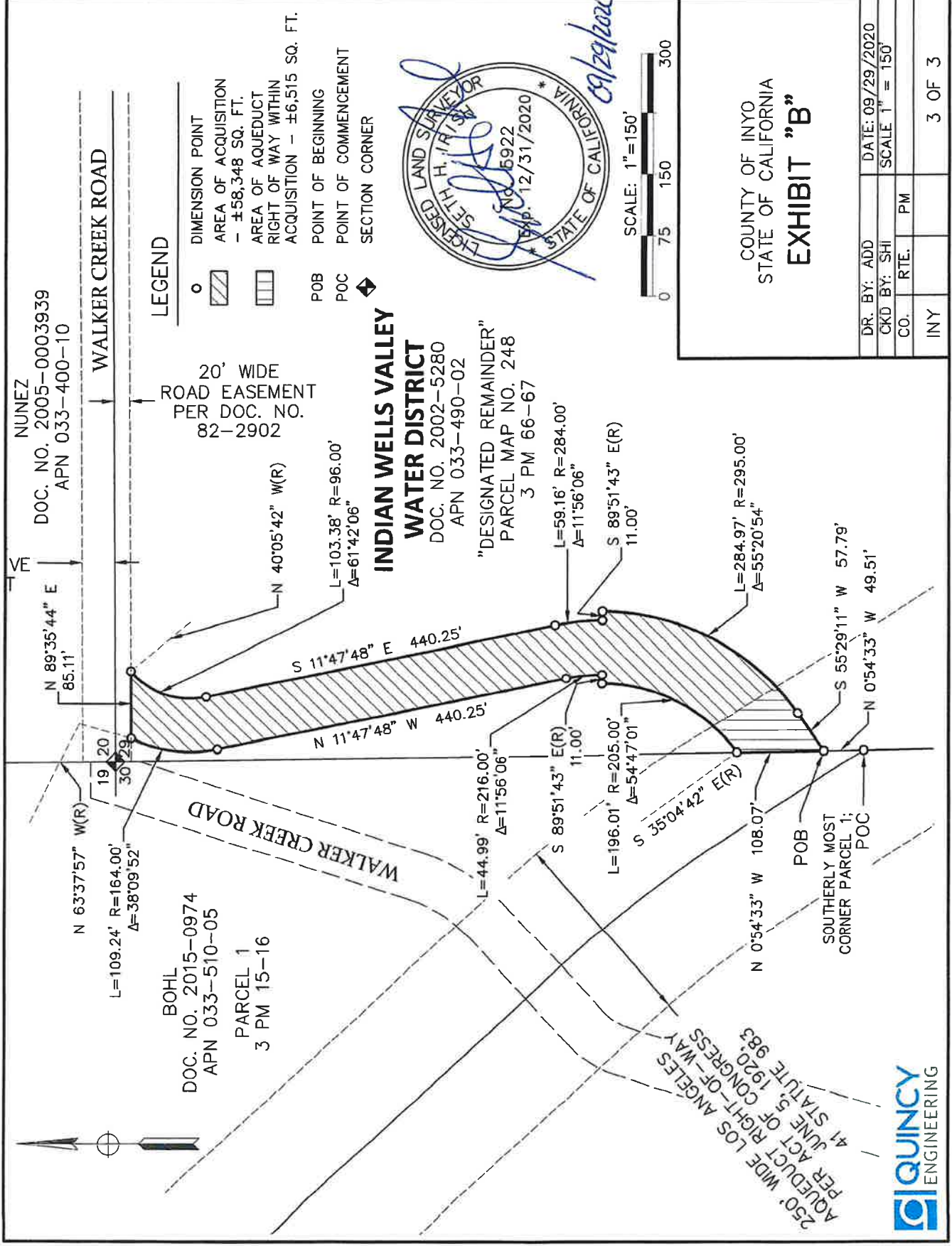


09/29/2020

\_\_\_\_\_  
SETH H. IRISH  
PLS 5922

DATE





*09/29/2020*



Free Recording Pursuant to Gov't Code § 27382 Requested By: Inyo County Board of Supervisors  When Recorded Mail To: Inyo County Public Works 168 N. Edwards St. PO Box Q Independence, CA	Above space for Recorder's Use Only
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**HIGHWAY EASEMENT DEED**

DOCUMENTARY TRANSFER TAX is \$0 pursuant to the exemption established in Revenue and Taxation Code § 11922

This HIGHWAY EASEMENT DEED, made this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between Michael Robin Hogan (hereinafter "Grantor"), and the County of Inyo, as political subdivision of the state of California (hereinafter "Grantee"), and is with reference to the following:

**RECITALS**

WHEREAS, Grantee is in the process of replacing Inyo County bridge No. 48C0051, which conveys a County highway in the Olancha, California area;

WHEREAS, in the process of said bridge replacement, it has become necessary to shift the location of a County highway such that the highway runs over Grantor's property;

WHEREAS, following the realignment, the County highway will encroach on Grantor's property in the below-described location (hereinafter the "Highway Easement Zone"):

All that real property described in the attached legal description as Exhibit "A" and associated map as Exhibit "B" attached hereto and made a part hereof.

NOW THEREFORE, FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged by Grantor, it is agreed as follows.

1. Grantor hereby grants to Grantee a permanent easement and right-of-way for public road purposes including the right to lay, construct, repair, maintain, operate, renew and replace roadway and any necessary cut and fill slope improvements, sanitary sewer and stormdrain collection systems, water distribution systems, public utilities facilities and appurtenances incidental thereto, together with the right of ingress and egress to and from same, in, over, under and across the Highway Easement Zone;
2. Said rights granted herein are subject to the following:
  - a. If outstanding valid claims exist on the date of the grant, the Grantee shall obtain such permission as may be necessary on the account of any claim.

- b. Any and all agreements, covenants, conditions, restrictions, easements, reservations, rights and rights-of-way of record, and other matters of record.
  - c. Any rights-of-way which may be apparent if a visual inspection is made of said Highway Easement Zone.
  - d. Any vested or accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts; and there is reserved from the lands hereby granted a right-of-way thereon for ditches and canals constructed by the authority of the United States.
  - e. Such rights and right-of-way as the City of Los Angeles may have under the Act of June 30, 1906, together with any amendments thereto. An such rights and right-of-way as the City of Los Angeles may have under the Act of March 4, 1911, together with any amendments thereto.
3. Grantor recognize and consents that by granting an easement to Grantor over the Highway Easement Zone, Grantor is also permitting the public at large—including pedestrian and vehicular traffic—to cross on, over, or through the Highway Easement Zone, subject to any controls or limitations that may be imposed by Grantee;

IN WITNESS WHEREOF, Grantor and Grantee have executed this HIGHWAY EASEMENT DEED on the dates indicated below.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Michael Robin Hogan

Dated: \_\_\_\_\_

\_\_\_\_\_  
Michael Errante  
Director, Inyo County Public Works

**CERTIFICATE OF ACCEPTANCE PURSUANT TO GOV'T CODE § 27281**

This is to certify that the interest in real property conveyed by this Deed of Easement and Easement Agreement between Michael Robin Hogan and THE COUNTY OF INYO, a political subdivision of the State of California, is hereby accepted by the undersigned officer or agent on behalf of the Inyo County Board of Supervisors pursuant to authority conferred by Resolution No. 2022-\_\_\_\_ of the Inyo County Board of Supervisors on \_\_\_\_\_, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Michael Errante  
Inyo County Public Works Director

<p>Free Recording Pursuant to Gov't Code § 27382 Requested By: Inyo County Board of Supervisors</p> <p>When Recorded Mail To:  Inyo County Public Works  168 N. Edwards St.  PO Box Q  Independence, CA</p>	<p style="text-align: right;">Above space for Recorder's Use Only</p>
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**HIGHWAY EASEMENT DEED**

DOCUMENTARY TRANSFER TAX is \$0 pursuant to the exemption established in Revenue and Taxation Code § 11922

This HIGHWAY EASEMENT DEED, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Jeffrey Bohl, a public agency (hereinafter "Grantor"), and the County of Inyo, as political subdivision of the state of California (hereinafter "Grantee"), and is with reference to the following:

**RECITALS**

WHEREAS, Grantee is in the process of replacing Inyo County bridge No. 48C0051, which conveys a County highway in the Olancho, California area;

WHEREAS, in the process of said bridge replacement, it has become necessary to shift the location of a County highway such that the highway runs over Grantor's property;

WHEREAS, following the realignment, the County highway will encroach on Grantor's property in the below-described location (hereinafter the "Highway Easement Zone"):

All that real property described in the attached legal description as Exhibit "A" and associated map as Exhibit "B" attached hereto and made a part hereof.

NOW THEREFORE, FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged by Grantor, it is agreed as follows.

1. Grantor hereby grants to Grantee a permanent easement and right-of-way for public road purposes including the right to lay, construct, repair, maintain, operate, renew and replace roadway and any necessary cut and fill slope improvements, sanitary sewer and storm drain collection systems, water distribution systems, public utilities facilities and appurtenances incidental thereto, together with the right of ingress and egress to and from same, in, over, under and across the Highway Easement Zone;
2. Said rights granted herein are subject to the following:
  - a. If outstanding valid claims exist on the date of the grant, the Grantee shall obtain such permission as may be necessary on the account of any claim.
  - b. Any and all agreements, covenants, conditions, restrictions, easements, reservations, rights and rights-of-way of record, and other matters of record.
  - c. Any rights-of-way which may be apparent if a visual inspection is made of said Highway Easement Zone.
  - d. Any vested or accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts; and there is reserved from the lands hereby granted a right-of-way thereon for ditches and canals constructed by the authority of the United States.
  - e. Such rights and right-of-way as the City of Los Angeles may have under the Act of June 30, 1906, together with any amendments thereto. An such rights and right-of-way as the City of Los Angeles may have under the Act of March 4, 1911, together with any amendments thereto.




3. Grantor recognize and consents that by granting an easement to Grantor over the Highway Easement Zone, Grantor is also permitting the public at large—including pedestrian and vehicular traffic—to cross on, over, or through the Highway Easement Zone, subject to any controls or limitations that may be imposed by Grantee;

IN WITNESS WHEREOF, Grantor and Grantee have executed this HIGHWAY EASEMENT DEED on the dates indicated below.

Dated: JANUARY 19, 2021

  
\_\_\_\_\_  
Jeffrey Bohl

Dated: 2/23/2021

  
\_\_\_\_\_  
Michael Errante  
Director, Inyo County Public Works

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of San Diego )  
On January 19, 2024 before me, Raymond Cody Cecil, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Jeffrey Bohl  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**  
Title or Type of Document: Highway Easement Deed Document Date: \_\_\_\_\_  
Number of Pages: 3 Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**  
Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_  
 Corporate Officer -- Title(s): \_\_\_\_\_  Corporate Officer -- Title(s): \_\_\_\_\_  
 Partner --  Limited  General  Partner --  Limited  General  
 Individual  Attorney in Fact  Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_ Signer Is Representing: \_\_\_\_\_

**EXHIBIT "A"**

ALL THAT REAL PROPERTY BEING A PORTION OF PARCEL 1 AS SHOWN ON THE PARCEL MAP NO. 204 RECORDED ON DECEMBER 27, 1982 AS DOCUMENT NUMBER 82-5939 IN BOOK 3 OF PARCEL MAPS, AT PAGES 15 TO 16, OFFICIAL RECORDS OF INYO COUNTY, LOCATED IN THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 37 EAST, M.D.B & M., STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE SOUTHERLY MOST CORNER OF PARCEL 1, SAID SOUTHERLY MOST CORNER BEING ON THE EAST LINE OF SAID SECTION 30 AS SHOWN ON SAID PARCEL MAP NO. 204; THENCE LEAVING SAID EAST LINE AND ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 1, NORTH 32° 08' 03" WEST (NORTH 31° 30' 07" WEST), 131.35 FEET; THENCE LEAVING SAID SOUTHWESTERLY LINE, NORTH 55° 29' 11" EAST, 79.74 FEET; THENCE ALONG A TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 205.00 FEET, A CENTRAL ANGLE OF 00° 33' 52", AND A LENGTH OF 2.02 FEET, MORE OR LESS, TO THE EASTERLY LINE OF SAID PARCEL 1; THENCE ALONG SAID EASTERLY LINE, SOUTH 00° 54' 33" EAST, 157.58 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A TOTAL OF 5,365 SQUARE FEET, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 4 (EPOCH 2010.00), AS DETERMINED BY TIES BETWEEN NATIONAL GEODETIC SURVEY HPGN HORIZONTAL CONTROL STATIONS "Q 1380" (PID - GS0616) AND "V 1407" (PID - GT1776) AND TAKEN AS NORTH 12° 27'37" WEST.

DATA SHOWN IN PARENTHESIS IS RECORD DATA PER ABOVE DESCRIBED PARCEL MAP.

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE.

THIS DESCRIPTION WAS PREPARED UNDER MY DIRECTION IN CONFORMANCE WITH SECTION 8726 OF THE BUSINESS AND PROFESSIONS CODE OF THE STATE OF CALIFORNIA.

APN 033-510-05 PORTION.

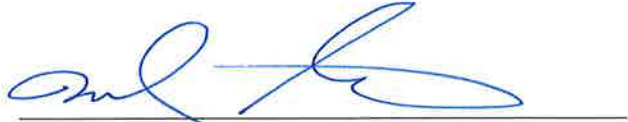
 09/29/2020  
\_\_\_\_\_  
SETH H. IRISH DATE  
PLS 5922



**CERTIFICATE OF ACCEPTANCE PURSUANT TO GOV'T CODE § 27281**

This is to certify that the interest in real property conveyed by this Deed of Easement and Easement Agreement between Jeffrey Bohl, a public agency and THE COUNTY OF INYO, a political subdivision of the State of California, is hereby accepted by the undersigned officer or agent on behalf of the Inyo County Board of Supervisors pursuant to authority conferred by Resolution No. 2022-03 of the Inyo County Board of Supervisors on JANUARY 25, 2022, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: 1/25/2022



Michael Errante  
Public Works Director



09/29/2020

INDIAN WELLS VALLEY  
WATER DISTRICT  
DOC. NO. 2002-5280  
APN 033-490-02

NOTE:  
ENTIRE AREA OF  
ACQUISITION LIES  
WITHIN LADWP'S  
RIGHT OF WAY

COUNTY OF INYO  
STATE OF CALIFORNIA  
**EXHIBIT "B"**

DR. BY: ADD	DATE: 09/29/2020
CKD BY: SHI	SCALE 1" = 50'
CO. RTE. PM	
INY	2 OF 2

SECTION 29  
SECTION 30

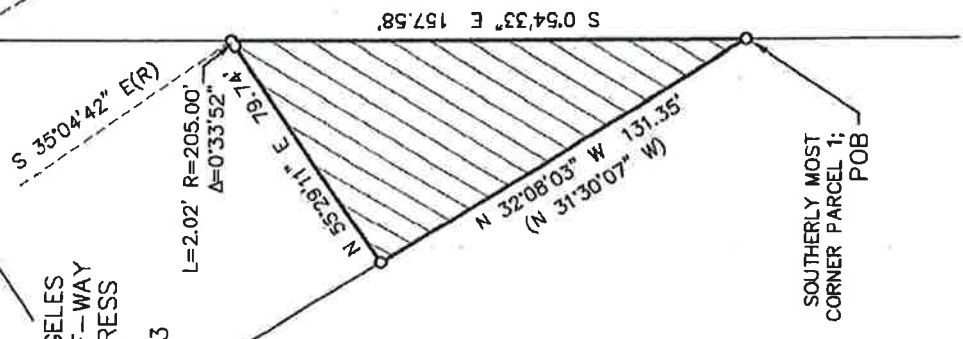
**BOHL**  
DOC. NO. 2015-0974  
APN 033-510-05

PARCEL 1  
3 PM 15-16

250' WIDE LOS ANGELES  
AQUEDUCT RIGHT-OF-WAY  
PER ACT OF CONGRESS  
JUNE 5, 1920,  
41 STATUTE 983

HOGAN  
DOC. NO. 1989-8727  
APN 033-510-08

PARCEL 2  
3 PM 15-16

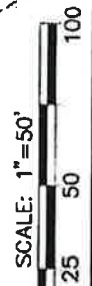


SOUTHERLY MOST  
CORNER PARCEL 1;  
POB

COPY

**LEGEND**

- DIMENSION POINT
- ▨ AREA OF ACQUISITION  
- ±5,365 SQ FT
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT



F:\Resville...Client\Inyo\Walker\470-Surveys\47x - 001 Surveys\CAD\PLA\5\BOHL\_FEE-UPDATE.dwg

## ESCROW INSTRUCTIONS

Darryl Evans  
Placer Title  
7643 N. Ingram Avenue, Suite 101  
Fresno, CA 93711

County of Inyo  
Walker Creek Road Bridge Replacement  
Owner: Jeffrey Bohl  
Parcel No.: 033-510-05  
Escrow No.: P-346569

Mr. Evans:

This escrow will be closed in accordance with the Agreement executed by Jeffrey Bohl and the County of Inyo. The following items have been checked to indicate the method in which this escrow is to be closed.

The purchase price of this transaction is ~~\$1,000.00~~ \$ 2,500.00

- Enclosed is a warrant in the sum of \$1,000.00
- Enclosed is a Highway Easement Deed with attached Certificate of Acceptance and a copy of the Agreement of Purchase and Sale
- Taxes will be paid current as of Close of Escrow and any taxes due shall be paid to the County Tax Collector from this escrow
- No tax cancellation or proration will be necessary for easements
- Policy of Title insurance shall be issued in the amount of \$1,000.00

Proceeds from this transaction are to be sent to Mr. Bohl at PO Box PO Box 69, Olancho, CA 93545-1193

The closing costs will be processed separately. You are authorized to record any documents, disburse any monies, and close this escrow when you are able to issue a CLTA title policy naming Count of Inyo as Grantee, free and clear of all liens and encumbrances, except the following as shown in your preliminary report number P-361708 dated October 10, 2019.

### THE FOLLOWING EXCEPTIONS MAY APPEAR IN THE TITLE POLICY:

<u>Item No./Description</u>	<u>Action</u>
1 Taxes/Assessments	Taxes and Assessments will be paid through this escrow
2 Supplemental Taxes	Paid current through escrow
3 Any facts, rights, or interests or claims that are not shown on Public Records that could be ascertained by an inspection of the Land	Said rights will not conflict with County's use
4 Easements, liens or encumbrances or claims thereof, no shown by the Public Records	Said rights will not conflict with County's use
5 Encroachment, encumbrances, violation Variation, or averse circumstances affecting the title	Said rights will not conflict with County's use
6 Unpatented mining claims	Said rights will not conflict with County's use
8 Olancho Community Services District	Paid current through escrow
13 Walker Creek Road -Easement	Said rights will not conflict with County's use
14 Los Angeles Aqueduct – Easement	Said rights will not conflict with County's use

- 15 Record of Surveys Said rights will not conflict with County's use
- 10 Walker Creek Road -assessor's map Said rights will not conflict with County's use

**THE FOLLOWING EXCEPTIONS MUST NOT APPEAR IN THE TITLE POLICY:**

<u>Item No./Description</u>	<u>Action</u>
7 Any lien, or right of lien for services (Mechanics lien)	To be removed
9 Easement for Canals- USA	Located outside acquisition area; to be removed
10 City of Los Angeles – Easement	Located outside acquisition area; to be removed
11 Interstate Telephone Company – Easement	Located outside acquisition area; to be removed
12 California Interstate Telephone Easement	Located outside acquisition area; to be removed
16-19 Tax Liens	To be paid during this escrow, exceptions to be cleared prior to close of escrow
20 No Deed of Trust	Owner's Affidavit-No Deed of Trust to be completed prior to close of escrow
21 Parties in Possession	Owner's Affidavit to be completed prior to close of escrow
22 Statement of Information	To be completed prior to close of escrow
23 Land Description	To be removed

County of Inyo will pay for all costs of escrow and the title insurance policy. Costs will not include the cost of any title insurance the seller may wish to acquire for any property the seller may be receiving in this transaction. The original policy together with two copies of title insurance, all recorded documents, and your billing should be sent to Bender Rosenthal Inc., Attn: Rebekah Green, 2825 Watt Avenue, Suite 200, Sacramento, CA 95821 at the close of escrow.


**INSTRUCTIONS FROM SELLER:** In addition to the foregoing, you are hereby authorized to record and/or deliver the attached document to Bender Rosenthal Inc, Attn: Rebekah Green, 2825 Watt Avenue, Suite 200, Sacramento, CA 95821, less any demands for liens, judgments, delinquent taxes, and/or utilities, delinquent child support, and/or alimony, or encumbrances.

Grantor: Jeffrey Bohl

By:   
Jeffrey Bohl

Date: 4/19/21

Grantee: County of Inyo

By:   
Michael Errante, P.E.  
Public Works Director

Date: 2/23/21

SEE ATTACHED CALIFORNIA CERTIFICATE

Raymond Cody Cecil  
January 19, 2021

CALIFORNIA ALL PURPOSE ACKNOWLEDGEMENT

CIVIL CODE SECTION 1189

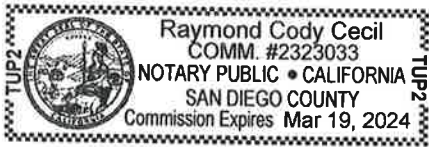
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Diego

On January 14, 2021 before me, Raymond Cody Cecil, Notary Public personally appeared Jeffrey Bohl

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the Laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Description of Attached Document: Escrow Instructions

Document Date: 1/14/2021 Number of Pages: 2

Signer(s) other than named above: Michael Errante





# County of Inyo



## Public Works

### CONSENT - ACTION REQUIRED

**MEETING:** June 7, 2022

**FROM:** Sally Faircloth

**SUBJECT:** Award of Contract for Inyo County Floor Cleaning Services to Bishop Building Maintenance Janitorial Services & Carpet Cleaning of Bishop, CA

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**RECOMMENDED ACTION:**

Request Board: A) approve the contract between the County of Inyo and Bishop Building Maintenance Janitorial Services & Carpet Cleaning of Bishop, CA for the provision of County Floor Cleaning Services in an amount not to exceed \$137,323.53, or \$45,774.51 annually, for the period of July 1, 2022 through June 30, 2025, contingent upon the Board's approval of future budgets; and B) authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

**SUMMARY/JUSTIFICATION:**

This project will provide hard floor service in the common area twice a year. The County reserves the right to add/delete to the specified list stated in the bid during the term of the agreement. Pricing for new facilities would be agreed upon in advance and added to the contract by amendment. All manufacturer's recommendations must be followed for the type of flooring as specified in the table. Carpet cleaning will be on an as-needed basis and may not include the full quantity.

On April 1, 2022, the Public Works Department advertised for Floor Cleaning Services and received no bids. Inyo county's past contract with Toss Properties did not bid as they are no longer in business. However, Osvaldo Vera, owner of Bishop Building Maintenance Janitorial Services & Carpet Cleaning contacted Public Works in regards to providing a quote. Upon review of Osvaldo Vera's quote, the proposal meets the project bid requirements.

The Inyo County Public Works Department would like to enter into a Service Contract with Bishop Building Maintenance Janitorial Services & Carpet Cleaning of Bishop, CA to provide floor cleaning services for County buildings, as and when requested, for a period of three years from July 1, 2022 to June 30, 2025.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to award the bid and service contract for the project and to re-advertise. This is not recommended because it is unlikely that re-advertising will result in additional bids.

**OTHER AGENCY INVOLVEMENT:**

Auditor's Office  
County Counsel

**FINANCING:**

The service costs will be paid through budget unit 011100, Building & Maintenance, object code 5265, the amount of not to exceed \$137,323.53 or \$45,774.51 annually.

**ATTACHMENTS:**

1. Sole Source Flooring - Osvaldo Vera
2. Floor Cleaning Services Contract
3. Insurance Specs

**APPROVALS:**

Sally Faircloth	Created/Initiated - 5/9/2022
Darcy Ellis	Approved - 5/9/2022
Sally Faircloth	Approved - 5/9/2022
Breanne Nelums	Approved - 5/10/2022
John Vallejo	Approved - 5/31/2022
Amy Shepherd	Approved - 5/31/2022
Michael Errante	Final Approval - 5/31/2022

### **Sole Source Justification**

In order to meet the purchasing policy requirements, a formal bid was created, an ad was run in the newspaper for a two-week period and upon the bid opening day there were no bids. This contractor was able to provide a quote. However, it was not until after the closing date of the bids. Inyo County Building and Maintenance Supervisor, Christopher Cox, was able to speak with the potential contractor in regards to the county's flooring needs and found this contractor would meet the requirements stated in the quote.

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** Bishop Building Maintenance Janitorial Services & Carpet Cleaning  
**FOR THE PROVISION OF** County Floor Cleaning Services **SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the county floor cleaning services of Bishop Building Maintenance of Bishop, California (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by Chris Cox, whose title is: Building Maintenance Water Supervisor. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

**2. TERM.**

The term of this Agreement shall be from July 1, 2022 to June 30, 2025 unless sooner terminated as provided below.

**3. CONSIDERATION.**

A. Compensation. County shall pay to Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A which are performed by Contractor at the County's request.

B. Travel and per diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by County under this Agreement.

C. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$137,323.53 Dollars

(\$ 137,323.53 ) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.

(2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

#### **4. WORK SCHEDULE.**

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with County to ensure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

#### **5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

A. Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

## **6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA.**

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

## **7. COUNTY PROPERTY.**

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

## **8. INSURANCE.**

For the duration of this Agreement Contractor shall procure and maintain insurance of the scope and amount specified in Attachment C and with the provisions specified in that attachment.

## **9. STATUS OF CONTRACTOR.**

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the Contractor is to be considered an employee of County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of County.

**10. DEFENSE AND INDEMNIFICATION.**

Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damages which was caused by the sole negligence or willful misconduct of the County.

**11. RECORDS AND AUDIT.**

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

**12. NONDISCRIMINATION.**

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

**13. CANCELLATION.**

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor thirty (30) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to County.

**14. ASSIGNMENT.**

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

**15. DEFAULT.**

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

**16. WAIVER OF DEFAULT.**

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-two (22) below.

**17. CONFIDENTIALITY.**

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

**18. CONFLICTS.**

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

**19. POST AGREEMENT COVENANT.**

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.



**20. SEVERABILITY.**

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

**21. FUNDING LIMITATION.**

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-two (22) (Amendment).

**22. AMENDMENT.**

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

**23. NOTICE.**

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or County shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

County of Inyo	
<u>Public Works Department</u>	Department
<u>168 N. Edwards Street</u>	Address
<u>Independence, CA 93526</u>	City and State

Contractor:	
<u>Bishop Building Maintenance</u>	Name
<u>233 Rawson Creek Road</u>	Address
<u>Bishop, CA 93514</u>	City and State

**24. ENTIRE AGREEMENT.**

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

////

////

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND Bishop Building Maintenance Janitorial Services & Carpet Cleaning**  
**FOR THE PROVISION OF County Floor Cleaning SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

**COUNTY OF INYO**

**CONTRACTOR**

By: \_\_\_\_\_

Signature

By: \_\_\_\_\_

Signature

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Print or Type Name

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

County Counsel

\_\_\_\_\_

APPROVED AS TO ACCOUNTING FORM:

County Auditor

\_\_\_\_\_

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

\_\_\_\_\_

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

\_\_\_\_\_

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** Bishop Building Maintenance Janitorial Services & Carpet Cleaning  
**FOR THE PROVISION OF** County Floor Cleaning **SERVICES**

**TERM:**

**FROM:** July 1, 2022      **TO:** June 30, 2025

**SCOPE OF WORK:**

Clean the floors and carpets of the buildings listed in attachment B, schedule of fees. Work will be done either once or twice annually as noted in attachment B. Carpet cleaning will be on an as needed basis and may not include the full quantity.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Bishop Building Maintenance Janitorial Services & Carpet Cleaning  
FOR THE PROVISION OF County Floor Cleaning **SERVICES****

**TERM:**

**FROM:** July 1, 2022      **TO:** June 30, 2025

**SCHEDULE OF FEES:**

Please see attached bid sheet for schedule of fees.

Number	Site Description	Address	Square Feet of Flooring	Type of Flooring	Price Bi-Annually	TOTAL ANNUAL PRICE
<b>Hard Flooring – Clean and buff floor coating and add 2-3 coats of floor finish (bi-annually)</b>						
1.	Agricultural Maintenance Building	218 Wye Road, Bishop	727	VCT	\$479.82	\$959.64
2.	Animal Shelter	County & Reynolds Rd. Big Pine	633	VCT	\$417.78	\$835.56
3.	Independence Courthouse *	168 N. Edwards St, Independence	2,517 + 60 steps	Marble*	\$1,661.22	\$3,322.44
4.	Museum**	155 N. Grant St, Independence	4,101	VCT	\$2,706.66	\$5,413.32
5.	Senior Center**	506 Park Ave, Bishop	1,364	VCT	\$900.24	\$1,800.48
6.	Statham Hall**	138 N. Jackson, Lone Pine	4,441	VCT	\$2,991.06	\$5,982.12
7.	Annex Building	168 N. Edwards, Independence	1,800 + 20 steps	VCT	\$1,188.00	\$2,376.00
8.	Legion Hall – Auxiliary room, bathrooms, kitchen***	201 S. Edwards St, Independence	700	VCT	\$462.00	\$924.00
9.	County Consolidated Building 1 <sup>st</sup> Floor	1360 N. Main St, Bishop	1116	VCT	\$736.56	\$1,473.12
10.	County Consolidated Building 2 <sup>nd</sup> Floor	1360 N. Main St, Bishop	896	VCT	\$591.36	\$1,182.72
11.	County Administration	168 N Edwards, Independence	500	VCT	\$330.00	\$660.00
12.	Bishop Airport bathrooms	703 Airport Road, Bishop	240	VCT	\$158.40	\$316.80
<b>Hardwood– Clean and add two layers of floor finish (once annually)</b>						
13.	Legion Hall	201 S Edwards St, Independence	3,000	Hardwood	\$1,980.00	\$1,980.00
14.	Big Pine Town Hall	180 Dewey St, Big Pine	2,663	Hardwood/VCT	\$1,757.58	\$1,757.58
<b>Commercial Carpet – Clean hallways and common areas with hot water extraction (once annually)</b>				<b>\$/SF</b>		<b>TOTAL ANNUAL PRICE</b>
15.	Treasury – Courthouse	168 N. Edwards St, Independence	Approx. 1000 Two locations			\$410.00
16.	Bishop Airport Terminal **	703 Airport Road, Bishop	Approx. 2300			\$943.00
17.	Auditor's – Courthouse	168 N. Edwards St, Independence	Approx. 1200			\$492.00
18.	Pavilion – Courthouse **	168 N. Edwards St, Independence	Approx. 267			\$109.47
19.	Bishop Library	210 Academy Ave, Bishop	Approx. 2000			\$820.00
20.	County Consolidated Building 1 <sup>st</sup> Floor **	1360 N. Main St, Bishop	15193			\$6,229.13

21.	County Consolidated Building 2 <sup>nd</sup> Floor **	1360 N. Main St, Bishop	16693		6,844.13
22.	Senior Center	506 Park Ave, Bishop	Approx. 500		205.00
23.	County Administration **	168 N Edwards, Independence	Approx. 1800		738.00

\*No-scratch brushes must be used to avoid damaging the marble flooring.

\*\*Requires moving some tables and chairs.

\*\*\*Once per year – unless specified.

Notes:

- Work shall be performed once or twice annually, as noted. This will not be a monthly agreement.
- County reserves the right to add/delete to this list, as needed, during the term of this agreement. Pricing for new facilities would be agreed upon in advance, and added to the contract by amendment.
- Floor Finish shall be IShine, by Spartan or approved equal.
- All manufacturer recommendations must be followed for the type of flooring as specified in the table.
- Carpet cleaning will be on an as-needed basis and may not include the full quantity.

TOTAL COST ANNUALLY (COUNTY FLOOR CLEANING SERVICE) IN NUMBERS:

**\$ 45,774.51**

TOTAL COST FOR 3 YEAR CONTRACT (COUNTY FLOOR CLEANING SERVICE) IN WORDS:

**\$ ONE HUNDRED THIRTY SEVEN THOUSAND THREE HUNDRED TWENTY THREE AND 53 CENTS**

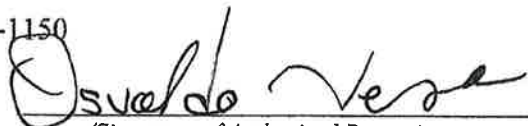
Name: OSVALDO VERA

Address: 233 RAWSON CREEK ROAD

BISHOP CA Zip 93514

Email Address: osvaldovera781@gmail.com

Telephone 760-920-1150

  
 OSVALDO VERA (Printed Name)      4/26/2022 (Date)      OWNER (Title)

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Bishop Building Maintenance Janitorial Services & Carpet Cleaning  
FOR THE PROVISION OF County Floor Cleaning **SERVICES****

**TERM:**

**FROM:** July 1, 2022      **TO:** June 30, 2025

**SEE ATTACHED INSURANCE PROVISIONS**

## **Attachment : Insurance Requirements for Services & Projects where a professional license is not required**

(Not For Airport, Technology Services, Construction/Heavy Equipment, Environmental Hazards, or Medical/Legal)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

- 1. Commercial General Liability:** ISO Form CG 00 01 covering general liability on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$1,000,000 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. For contracts involving work with or service to minors (i.e., people under the age of 18 in California), sexual assault and misconduct (“SAM”) coverage is required with limits no less than those listed in this paragraph for other types of loss. The general liability policy shall contain, or be endorsed to contain, additional insured status. Proof of additional insured status must be submitted along with a certificate of insurance showing general liability coverage limits. See “Other Insurance Provisions” below.
- 2. Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, 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. *May be waived with signed and dated letter on Contractor’s letterhead certifying that no vehicle or mobile equipment will be used in the execution of the agreement.* See “Other Insurance Provisions” below.
- 3. Workers’ Compensation:** as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. *May be waived with signed and dated letter on Contractor’s letterhead certifying that Contractor has no employees.* See “Other Insurance Provisions” below.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, Inyo County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Inyo County.

### **OTHER INSURANCE PROVISIONS**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

**Additional Insured Status:** Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

**Primary Coverage:** For any claims related to this contract, the **Contractor’s insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its



## **Attachment : Insurance Requirements for Services & Projects where a professional license is not required**

(Not For Airport, Technology Services, Construction/Heavy Equipment, Environmental Hazards, or Medical/Legal)

officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

***Umbrella or Excess Policy:*** The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

***Notice of Cancellation:*** Each insurance policy required above shall state that coverage shall not be canceled, except with notice to Inyo County.

***Waiver of Subrogation:*** Contractor hereby grants to Inyo County a waiver of any right to subrogation which any insurer of said Contractor may acquire against Inyo County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Inyo County has received a waiver of subrogation endorsement from the insurer.

***Self-Insured Retentions:*** Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by Inyo County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Inyo County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Inyo County reserves the right to obtain a copy of any policies and endorsements for verification.

***Acceptability of Insurers:*** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Inyo County.

***Claims Made Policies:*** If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

**Attachment : Insurance Requirements for Services & Projects  
where a professional license is not required**

(Not For Airport, Technology Services, Construction/Heavy Equipment, Environmental Hazards, or Medical/Legal)

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

**Verification of Coverage:** Contractor shall furnish Inyo County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsement Page of the CGL policy and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations and Endorsements pages are to be received and approved by Inyo County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**Subcontractors:** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Inyo County is an additional insured on insurance required from subcontractors.

**Duration of Coverage:** CGL & Excess liability policies for any construction related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

**Special Risks or Circumstances:** Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

-end-



# County of Inyo



## Public Works

### CONSENT - ACTION REQUIRED

**MEETING:** June 7, 2022

**FROM:** Sally Faircloth

**SUBJECT:** Award contract for Insect and Pest Control Services to Owens Valley Pest of Bishop, CA for the period of July 1, 2022 through June 30, 2025.

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**RECOMMENDED ACTION:**

Request Board approve the contract between the County of Inyo and Owens Valley Pest of Bishop, CA for the provision of Insect and Pest Control Services for the period of July 1, 2022 through June 30, 2025 in the amount not to exceed \$46,800.00, contingent upon the Boards' adoption of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

**SUMMARY/JUSTIFICATION:**

On April 22, 2022 , one bid was received for insect and pest control services to designated County facilities.

Owens Valley Pest of Bishop, CA at \$15,600.00 per year. The Department of Public Works, Building and Maintenance is recommending your Board authorize the contract for Insect and Pest Control Services. The total expense not to exceed \$46,800.00.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The alternative to the above recommendation is for your Board to not approve this contract and discontinue providing insect and pest control services to our facilities. This is not recommended as we have several county facilities with kitchens and insect and pest control is a much needed service in the area in which we work.

**OTHER AGENCY INVOLVEMENT:**

County Counsel  
Auditor's Office  
Risk Management

**FINANCING:**

This will be a budgeted General Fund expenditure through Building and Maintenance budget 011100 object code 5265 Professional Services, and has been included in the FY 22/23.

**ATTACHMENTS:**

1. Insect and Pest Control Bid Tabulation
2. Owens Valley Pest Contract

**APPROVALS:**

Sally Faircloth	Created/Initiated - 5/3/2022
Darcy Ellis	Approved - 5/5/2022
Breanne Nelums	Approved - 5/5/2022
Aaron Holmberg	Approved - 5/11/2022
John Vallejo	Approved - 5/25/2022
Amy Shepherd	Approved - 5/25/2022
Michael Errante	Final Approval - 5/25/2022

**COUNTY OF INYO BID TABULATION**

**Project Title & Bid No.** Pest Control Services

**Bid Opening Date:** 4/22/22

**Location:** County Admin Center

	<i>BIDDER NAME</i>	<i>Bid</i>	<i>Bond</i>
1	Dwens Valley Pest	\$15,600.00	
2			
3			
4			
5			
6			
7			
8			
9			
10			

**Opened By:** Darcy Ellis

**Present:** Hayley Carter

\_\_\_\_\_  
\_\_\_\_\_



**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** Owens Valley Pest  
**FOR THE PROVISION OF** Insect and Pest Control **SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Insect and Pest Control services of Owens Valley Pest of Bishop, California (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by Mike Errante, whose title is: Public Works Director. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

**2. TERM.**

The term of this Agreement shall be from July 1, 2022 to June 30, 2025 unless sooner terminated as provided below.

**3. CONSIDERATION.**

A. Compensation. County shall pay to Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A which are performed by Contractor at the County's request.

B. Travel and per diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by County under this Agreement.

C. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$46,800 Dollars

(\$46,800) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.

(2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

#### **4. WORK SCHEDULE.**

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with County to ensure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

#### **5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

A. Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

## **6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA.**

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

## **7. COUNTY PROPERTY.**

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

## **8. INSURANCE.**

For the duration of this Agreement Contractor shall procure and maintain insurance of the scope and amount specified in Attachment C and with the provisions specified in that attachment.

## **9. STATUS OF CONTRACTOR.**

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the Contractor is to be considered an employee of County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of County.



**10. DEFENSE AND INDEMNIFICATION.**

Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damages which was caused by the sole negligence or willful misconduct of the County.

**11. RECORDS AND AUDIT.**

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

**12. NONDISCRIMINATION.**

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

**13. CANCELLATION.**

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor thirty (30) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to County.

**14. ASSIGNMENT.**

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

**15. DEFAULT.**

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

**16. WAIVER OF DEFAULT.**

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-two (22) below.

**17. CONFIDENTIALITY.**

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

**18. CONFLICTS.**

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

**19. POST AGREEMENT COVENANT.**

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

**20. SEVERABILITY.**

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

**21. FUNDING LIMITATION.**

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-two (22) (Amendment).

**22. AMENDMENT.**

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

**23. NOTICE.**

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or County shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

County of Inyo	
<u>Public Works</u>	Department
<u>168 N Edwards</u>	Address
<u>Independence, CA 93526</u>	City and State

Contractor:	
<u>Owens Valley Pest</u>	Name
<u>3104 Birch Street</u>	Address
<u>Bishop, CA 93514</u>	City and State

**24. ENTIRE AGREEMENT.**

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

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**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** Owens Valley Pest  
**FOR THE PROVISION OF** Insect and Pest Control **SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

**COUNTY OF INYO**

**CONTRACTOR**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Print or Type Name

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

County Counsel

\_\_\_\_\_

APPROVED AS TO ACCOUNTING FORM:

\_\_\_\_\_

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

\_\_\_\_\_

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

\_\_\_\_\_

County Risk Manager

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** Owens Valley Pest

**FOR THE PROVISION OF** Insect and Pest Control **SERVICES**

**TERM:**

**FROM:** 7/1/2022 **TO:** 6/30/2025

**SCOPE OF WORK:**

General insect and pest control preventative treatment services at various County facilities defined as follows:

- A. Preventative insect treatment: Spraying of insecticide along interior and exterior perimeter for ants, spider and other insects and pests.
- B. Cockroach treatment: Placement of traps in all bathrooms, behind doors and stairwells.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** Owens Valley Pest

**FOR THE PROVISION OF** Insect and Pest Control **SERVICES**

**TERM:**

**FROM:** 7/01/2022 **TO:** 6/30/2025

**SCHEDULE OF FEES:**

Seller shall provide services at the cost as shown on the attached location listing. These services shall be performed monthly and/or quarterly as shown on the attached location listing. Services shall not exceed \$15,600 annually and \$46,800 for the three year contract period of July 1, 2022 through June 30, 2025.

**INSECT AND PEST CONTROL FOR DESIGNATED COUNTY FACILITIES FOR THE  
PERIOD OF July 1, 2022 – JUNE 30, 2025**

LOCATION:	MONTHLY TOTAL \$ AMOUNT	ANNUAL TOTAL \$ AMOUNT
A. Progress House, 4100 Sq. Ft. 536 N. Second Street Bishop, CA 93514	<u>\$100.00</u> MO	<u>\$1,200.00</u> YR
B. Bishop Senior Center, 4600 Sq. Ft. 506 Park Street Bishop, CA 93514	<u>\$100.00</u> MO	<u>\$1,200.00</u> YR
C. Bishop Wellness Center, 1200 Sq. Ft. 586 Central Street Bishop, CA 93514	<u>\$100.00</u> MO	<u>\$1,200.00</u> YR
D. Statham Hall, 6460 Sq. Ft. 138 N. Jackson Street Lone Pine, CA 93545	<u>\$100.00</u> MO	<u>\$1,200.00</u> YR
E. Inyo County Jail (Kitchen Only) 550 South Clay Street Independence, CA 93526	<u>\$100.00</u> MO	<u>\$1,200.00</u> YR
LOCATION:	QUARTERLY TOTAL \$ AMOUNT	ANNUAL TOTAL \$ AMOUNT
F. Search & Rescue, 3800 Sq. Ft. 85 Airport Rd Bishop, CA 93514	<u>\$150.00</u> QTR	<u>\$600.00</u> YR
G. Eastern Sierra Regional Airport, 9000 Sq. Ft. Terminal Building 703 Airport Road Bishop, CA 93514	<u>\$150.00</u> QTR	<u>\$600.00</u> YR
H. South St. Storage Facility, 4146 Sq. Ft. 207 W. South Street Bishop, CA 93514 Quilter Consolidated Office Building, 42000 Sq. Ft 1360 N. Main St. Bishop, CA 93514	<u>\$150.00</u> QTR	<u>\$600.00</u> YR
I. Big Pine Town Hall, 5688 Sq. Ft. 150 Dewey Street Big Pine, CA 93513	<u>\$150.00</u> QTR	<u>\$600.00</u> YR
J. Main Courthouse, 12443 Sq. Ft. 168 N. Edwards Street Independence, CA 93526	<u>\$150.00</u> QTR	<u>\$600.00</u> YR
K. Annex Building (South of Courthouse), 9916 Sq. Ft. 168 N Edwards Street		

L.	Independence, CA 93526 Administration Building, 5277 Sq. Ft. 224 N. Edwards Street Independence, CA 93526	\$150.00_QTR	\$600.00_YR
M.	HHS Fiscal, 4285 Sq. Ft. 155 Market Street Independence, CA 93526	\$150.00_QTR	\$600.00_YR
N.	Eastern Sierra Museum, 3200 Sq. Ft. 155 N. Grant Street Independence, CA 93526	\$150.00_QTR	\$600.00_YR
O.	Road Shop, 2200 Sq. Ft. 750 S. Clay Street Independence, CA 93526	\$150.00_QTR	\$600.00_YR
P.	Inyo County Jail, 36000 Sq. Ft. 550 S. Clay Street Independence, CA 93526 Interior & Exterior	\$150.00_QTR	\$600.00_YR
Q.	Independence Juvenile Facility, 11000 Sq. Ft. 201 Mazourka Canyon Road Independence, CA 93526	\$150.00_QTR	\$600.00_YR
R.	Water Department, 5684 Sq. Ft. 135 Jackson Street Independence, CA 93526	\$150.00_QTR	\$600.00_YR
S.	Lone Pine HHS 310-312 N. Jackson Lone Pine, CA 93545	\$150.00_QTR	\$600.00_YR
T.	Lone Pine Sheriff Substation, 1920 Sq. Ft. 726 N. Main Street Lone Pine, CA 93545	\$150.00_QTR	\$600.00_YR

Total for One Year (12 Months)  
Insect/Pest Control Services

\$15,600.00  
GRAND TOTAL ONE YEAR



**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** Owens Valley Pest

**FOR THE PROVISION OF** Insect and Pest Control **SERVICES**

**TERM:**

**FROM:** 7/1/2022 **TO:** 6/30/2025

**SEE ATTACHED INSURANCE PROVISIONS**



# County of Inyo



## Public Works - Recycling & Waste Management

### CONSENT - ACTION REQUIRED

**MEETING:** June 7, 2022

**FROM:** Cap Aubrey

**SUBJECT:** Award the bid and approve the contract between County of Inyo and Chuck Stewart for Olancha Transfer Station Maintenance

---

**RECOMMENDED ACTION:**

Request Board approve the contract between the County of Inyo and Chuck Stewart of Olancha, CA for the provision of maintenance of the Olancha Transfer Station in an amount not to exceed \$16,776 for the period of July 1, 2022 through June 30, 2025, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

**SUMMARY/JUSTIFICATION:**

Recycling and Waste Management (RWM) operates four transfer stations and utilizes individuals to provide maintenance services. Since this is considered a small volume transfer station a permanent gate attendant is not practical at this time. RWM has determined that contracting for this service is the most cost effective method available. This contract is for maintenance of the Olancha Transfer Station which includes removal of windblown litter, weed removal and trash clean-up.

The solicitation for this service was posted in Olancha. Two proposals were received and Mr. Stewart, who currently performs these duties for the County, was the lowest bidder expressing an interest in doing the work. Department staff is happy with Mr Stewart's performance.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

County staff could be utilized to provide maintenance services, however, utilizing a local contractor is more cost effective.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

These services will be paid out of the Solid Waste Budget, 045700, Object Code 5265 Special and Professional Services

**ATTACHMENTS:**

1. Chuck Stewart Contract - 2022

**APPROVALS:**

Teresa Elliott	Created/Initiated - 5/19/2022
Darcy Ellis	Approved - 5/19/2022
Teresa Elliott	Approved - 5/20/2022
Breanne Nelums	Approved - 5/20/2022
John Vallejo	Approved - 5/23/2022
Amy Shepherd	Approved - 5/23/2022
Michael Errante	Final Approval - 5/24/2022

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND \_\_\_\_\_**  
**FOR THE PROVISION OF \_\_\_\_\_ SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the \_\_\_\_\_ services of \_\_\_\_\_ of \_\_\_\_\_ (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by \_\_\_\_\_, whose title is: \_\_\_\_\_. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

**2. TERM.**

The term of this Agreement shall be from \_\_\_\_\_ to \_\_\_\_\_ unless sooner terminated as provided below.

**3. CONSIDERATION.**

A. Compensation. County shall pay to Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A which are performed by Contractor at the County's request.

B. Travel and per diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by County under this Agreement.

C. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \_\_\_\_\_ Dollars

(\$ \_\_\_\_\_) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.

(2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

#### **4. WORK SCHEDULE.**

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with County to ensure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

#### **5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

A. Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

## **6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA.**

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

## **7. COUNTY PROPERTY.**

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

## **8. INSURANCE.**

For the duration of this Agreement Contractor shall procure and maintain insurance of the scope and amount specified in Attachment C and with the provisions specified in that attachment.

## **9. STATUS OF CONTRACTOR.**

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the Contractor is to be considered an employee of County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of County.

**10. DEFENSE AND INDEMNIFICATION.**

Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damages which was caused by the sole negligence or willful misconduct of the County.

**11. RECORDS AND AUDIT.**

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

**12. NONDISCRIMINATION.**

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

**13. CANCELLATION.**

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor thirty (30) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to County.

**14. ASSIGNMENT.**

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

**15. DEFAULT.**

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

**16. WAIVER OF DEFAULT.**

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-two (22) below.

**17. CONFIDENTIALITY.**

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

**18. CONFLICTS.**

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

**19. POST AGREEMENT COVENANT.**

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.



**20. SEVERABILITY.**

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

**21. FUNDING LIMITATION.**

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-two (22) (Amendment).

**22. AMENDMENT.**

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

**23. NOTICE.**

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or County shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

County of Inyo  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Department  
Address  
City and State

Contractor:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Name  
Address  
City and State

**24. ENTIRE AGREEMENT.**

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

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**AGREEMENT BETWEEN COUNTY OF INYO**

**AND \_\_\_\_\_**

**FOR THE PROVISION OF \_\_\_\_\_ SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

**COUNTY OF INYO**

**CONTRACTOR**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Print or Type Name

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

County Counsel

\_\_\_\_\_

APPROVED AS TO ACCOUNTING FORM:

\_\_\_\_\_

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

\_\_\_\_\_

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

\_\_\_\_\_

County Risk Manager

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND \_\_\_\_\_**  
**FOR THE PROVISION OF \_\_\_\_\_ SERVICES**

**TERM:**

**FROM: \_\_\_\_\_ TO: \_\_\_\_\_**

**SCOPE OF WORK:**

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND \_\_\_\_\_**  
**FOR THE PROVISION OF \_\_\_\_\_ SERVICES**

**TERM:**

**FROM: \_\_\_\_\_ TO: \_\_\_\_\_**

**SCHEDULE OF FEES:**

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND \_\_\_\_\_**  
**FOR THE PROVISION OF \_\_\_\_\_ SERVICES**

**TERM:**

**FROM: \_\_\_\_\_ TO: \_\_\_\_\_**

**SEE ATTACHED INSURANCE PROVISIONS**



# County of Inyo



## Sheriff

### CONSENT - ACTION REQUIRED

**MEETING:** June 7, 2022

**FROM:** Office of the Sheriff

**SUBJECT:** Accept bid for duty pistols

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**RECOMMENDED ACTION:**

Request Board: A) declare Proforce Law Enforcement of (Prescott, AZ) the successful bidder for sixty (60) Glock service pistols per Bid No. 2022-01 Glocks; and B) authorize the purchase of Sixty (60) Glock Duty Pistols from Proforce Law Enforcement of (Prescott, AZ) in an amount not to exceed \$27,716.00.

**SUMMARY/JUSTIFICATION:**

The Sheriff's Office is in need of replacing our issued Glock duty pistols. Our current fleet of Glock pistols averages about 20 years of time in service, which far exceeds industry standards for replacement.

We received one bid for this project:  
ProForce Law Enforcement \$27,715.94

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to authorize the purchase and put off the replacement of duty pistols for another year. This option is not recommended as our current fleet of Glock pistols has reached the end of its service life and would need numerous replacement parts to keep them reliable.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

Funding is available in the Sheriff's General 022700, in the Personal and Safety Equipment object code (5112). COPS fund (500103) reimbursement, no general funds.

**ATTACHMENTS:**

1. Bid 2022-01 - Glocks

**APPROVALS:**

Riannah Reade  
Darcy Ellis  
Riannah Reade  
John Vallejo  
Amy Shepherd  
Denelle Carrington  
Eric Pritchard

Created/Initiated - 5/19/2022  
Approved - 5/19/2022  
Approved - 5/19/2022  
Approved - 5/23/2022  
Approved - 5/23/2022  
Approved - 5/23/2022  
Final Approval - 5/24/2022

COUNTY OF INYO BID TABULATION

Project Title & Bid No. 2022-01 Blocks

Bid Opening Date: 5/11/22

Location: County Admin Center

	BIDDER NAME	Bid	Bond
1	ProForce	\$27,715.94	
2			
3			
4			
5			
6			
7			
8			
9			
10			

Opened By: Daray Ellis

Present: Hayley Carter





COUNTY OF INYO (760) 878-0293

MATERIAL OR SERVICES  
TO BE DELIVERED TO:INYO COUNTY – SHERIFF'S DEPARTMENT  
550 SOUTH CLAY STREET  
INDEPENDENCE, CA 93526

BILLING ADDRESS;

INYO COUNTY – SHERIFF'S DEPARTMENT  
P.O. BOX 456  
INDEPENDENCE, CA 93526

RETURN BIDS TO:

INYO COUNTY BOARD CLERK  
COUNTY ADMINISTRATIVE CENTER  
P.O. DRAWER N  
224 NORTH EDWARDS STREET  
INDEPENDENCE, CA 93526**BID OPENING:            DATE: Wednesday, May 11, 2022 TIME: 3:30 P.M. (PDT)**

Prices quoted FOB DESTINATION UNLESS OTHERWISE STATED.  
MAKE YOUR BID OR QUOTATIONS IN THE SPACE PROVIDED ON THE ATTACHED SHEETS.  
IMPORTANT: Bid must be sealed with bid number as indicated above on the outside of the envelope.  
Read the Instructions and Conditions before making your Bid or Quotation.

## INSTRUCTIONS &amp; CONDITIONS

1. All prices and notations must be typewritten or written in ink. No erasures permitted. Mistakes may be crossed out and corrections made adjacent and must be initialed in ink by person signing quotation.
2. State brand or make on each item. If quoting an article exactly as specified, the words "or equal" must be stricken out by the bidder. If quoting on other than make, model or brand specified, the manufacturer's name and the catalogue number must be given, or descriptive cut and information attached to the quotations.
3. Quote on each item separately. Prices should be stated in units specified herein.
4. Each quotation must be in a separate sealed envelope with bid number, on outside, and must be submitted to the Inyo County Board Clerk, not later than the hour and day specified hereon, at which time it will be publicly opened and read. A properly addressed and bid numbered envelope, without postage, is included for your convenience.
5. Time of delivery is a part of the consideration and must be stated in definite terms, and must be adhered to. If time varies on different items, the bidder shall so state in the column provided, opposite each item.
6. Terms of less than 10 days for cash discount will be considered as net.
7. All quotations must be signed with the Firm's name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
8. No charge for packing, drayage, or for any other purpose will be allowed over and above the prices quoted on this sheet.
9. The right is reserved, unless otherwise stated, to accept or reject any or all quotations, or any part thereof, either separately or as a whole, or, to waive any informality in a bid.
10. Samples of items, when required, must be furnished free of expense to the County of Inyo and if not destroyed by tests, will upon request be returned at the bidders expense.
11. In case of default by the vendor, the County of Inyo may procure the articles or service from other sources.
12. Cost of transportation, handling, and/or inspection on deliveries or offers for delivery, which do not meet the specifications will be for the account of the vendor.

- 13. The vendor shall hold the County of Inyo, its officers, agents, servants and employees, harmless from liability of any nature or kind on account of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this quotation.
- 14. The vendor will not be held liable for failure or delay in fulfillment if hindered or prevented by fire, strikes, or Acts of God.
- 15. Quotations are subject to acceptance at any time within 30 days after opening same, unless otherwise stipulated.
- 16. Verify your quotations before submission as they cannot be withdrawn, or corrected, after being opened.
- 17. Return this sheet whether or not you quote a price. If you do not quote, state your reason, otherwise your name may be removed from the mailing list.
- 18. Amounts paid for transportation of property to the County of Inyo are exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as County of Inyo, as such papers may be accepted by the carrier as proof of the exempt character of the equipment.
- 19. There is a contracting preference of 5% for small business enterprises and 8% for local businesses available for this Request for Proposals (bids). To be eligible for the preferences, a small business enterprise must submit proof of state registration as a SBE with its bid and a local business must provide certification that it is a local business as defined by Inyo County Code §6.06.020 (b) with its bid.

**THE FOLLOWING MUST BE FILLED IN BY THE BIDDER IN SUBMITTING HIS/HER BID:**

DATED AT Prescott, AZ (CITY & STATE)

May 2nd, 2022

CASH DISCOUNT TERMS n/a

To the County of Inyo: We (I) hereby agree to furnish the articles and/or services, at the prices and terms stated subject to the instructions and conditions set forth in this bid.

NAME OF COMPANY Proforce Marketing, Inc. dba Proforce Law Enforcement

NAME OF COMPANY REPRESENTATIVE (PRINTED) Amanda Cronkhite

COMPANY REPRESENTATIVE SIGNATURE 

STREET ADDRESS 2625 Stearman Rd Ste A

CITY AND STATE Prescott, AZ 86301

PHONE NUMBER 928-776-7192

FAX NUMBER 928-445-3468

- TWENTY-FIVE (25) – GLOCK 45 (9X19) MOS: STANDARD, (3), STANDARD, FIXED, 5.5LB
- TWENTY (20) GLOCK 17GEN5 (9X19) MOS: STANDARD (3), STANDARD, FIXED, 5.5LB
- TEN (10) – GLOCK 19GEN5 (9X19) MOS: STANDARD (3), STANDARD, FIXED, 5.5LB
- FIVE (5) GLOCK 43X AMGLO BOLD (9X19) MOS: STANDARD (2), STANDARD, FIXED, 5.5LB

**For questions regarding specifications, please contact Mark Smith at (760) 878-8221 or [msmith@inyocounty.us](mailto:msmith@inyocounty.us)**

**NOTE: YOUR NAME & ADDRESS (NOT HANDWRITTEN) MUST APPEAR ON THE ENVELOPE**

**WHEN RETURNING YOUR BID. ENVELOPES WITHOUT A RETURN ADDRESS WILL BE DISPOSED OF WITHOUT BEING OPENED.**

Subtotal	<u>\$25,722.45</u>
Sales Tax (7.75%)	<u>\$1,993.49</u>
Shipping Charge	<u>n/a</u>
<b>Total</b>	<b><u>\$27,715.94</u></b>

Delivery will be made in 90-120 days after receipt of order.

Bid prices will remain valid and in effect through 12/30/2022

Indicate any exception to the bid:

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This bid was received on May 4,  
 2022 @ 2:31 p.m.  
 Attest: Leslie Chapman,  
 Administrative Officer and Clerk of the  
 Board, Inyo County, California  
 By [Signature] Assistant

# PROFORCE LAW ENFORCEMENT

2625 Stearman Drive, Prescott AZ, 86301  
 Tel: 928-776-7192 Fax: 928-446-3468  
 email: sales@proforceonline.com www.proforceonline.com

O R D E R	QUOTE#	PAGE
	599373	1
Q U O T E	SHIP DATE	
	A.S.A.P.	

SOLD  
TO

INYO COUNTY PURCHASING  
 SHERIFF'S DEPT  
 PO BOX S  
 INDEPENDENCE CA 93526

SHIP  
TO

INYO COUNTY SHERIFFS DEPT  
 550 SOUTH CLAY STREET  
 INDEPENDENCE CA 93526

760-878-0389

JOB #	ORD. DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
N/A	05/02/22	000143	A	GREGG MCCLUNG	F-2D FOB ORIGIN	
QTY. ORDER	ITEM NO./DESC.			UNIT PRICE	UOM DISC.	NET PRICE
25	PA455S202MOS GLK LE 45G5 9MM PST FS 17RD MOS FSS 3 MAGS			429.00	EA .00	10,725.00
20	PA175S202MOS GLK LE 17G5 9MM PST FS 17RD MOS FSS 3 MAGS			429.00	EA .00	8,580.00
10	PA195S202MOS GLK LE 19G5 9MM PST FS 15RD MOS FSS 3 MAGS			429.00	EA .00	4,290.00
5	PX4350302FRMOSA GLK LE 43XMOS 9MM PST AMG N/S 10RD 2 MAGS			425.49	EA .00	2,127.45
1	XFET THIS ITEM FET OUT			.00	EA .00	.00
IMPORTANT NOTICES: This quotation is based on the issuance of a department purchase order and F.E.T. form. ATF or the manufacturer may require additional forms. Sample forms may be found at: <a href="http://www.ProForceonline.com/forms.html">http://www.ProForceonline.com/forms.html</a>  Standard Terms are Net 30 days. If department policy does						
COMMENT						
TERMS						

# PROFORCE LAW ENFORCEMENT

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N/A	05/02/22	000143	A	GREGG MCCLUNG	F-2D FOB ORIGIN	

QTY. ORDER	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE
	<p>not allow for partial shipments and payments, separate purchase orders for each item will be necessary.</p> <p>Standard manufacturer's warranty applies to all department</p> <p>This quote is valid for 45 days from date of issue, pending credit approval, and is subject to manufacturer's availability and price change. Please call (800) 367-5855 if this bid is still pending on the expiration date for updated pricing.</p> <p>ProForce Law Enforcement agrees to defend, indemnify and hold harmless its customers from claims for personal injury or property damages, to the extent arising from the negligent acts or omissions of ProForce Law Enforcement or its employees, agents or independent contractors.</p> <p>ORDERING INSTRUCTIONS: Please reply to your sales representative in writing to process this order or send an email to <a href="mailto:ryan.schreiber@proforceonline.com">ryan.schreiber@proforceonline.com</a>. For orders over \$5,000, a PO or signed quote is required to process the order. Returned items are subject to 20% restocking fee. All sales are final on non-stocked/special order items</p> <p>IMPORTANT: To order from this quotation, please sign below.</p> <p>Printed Name: _____</p>			

	COMMENT	
	TERMS	

# PROFORCE LAW ENFORCEMENT

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760-878-0389

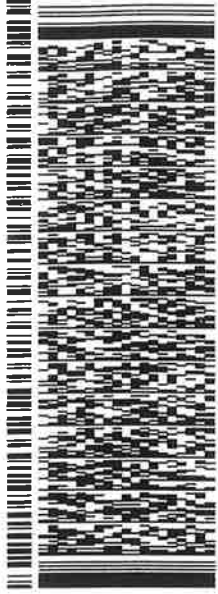
JOB #	ORD. DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
N/A	05/02/22	000143	A	GREGG MCCLUNG	F-2D FOB ORIGIN	
QTY. ORDER	ITEM NO./DESC.		UNIT PRICE	UOM DISC.	NET PRICE	
	- Date: _____			P.O.: _____		
	- Signature: _____					
	COMMENT			SALES AMOUNT	25,722.45	
	TERMS DUE NET 30 DAYS			7.750% SALES TAX SUB TOTAL	1,993.49 27,715.94	

CU ADMINISTRATIVE CENTER  
224 NORTH EDWARDS STREET

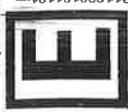
Express

INDEPENDENCE CA 93526

REF: BID # 2022-01



FedEx Express



J211020121101W

WED - 04 MAY 4:30P  
PRIORITY OVERNIGHT

TRK# 5192 0929 8341  
0201

WM BIHA

93526  
CA-US ONT



Part # 161250-964 RHO2 EX

RECEIVED

MAY 4 2022

Inyo County Administrator  
Clara of the Board

2:37 PM

*D. Carney*

ARD CLERK

TRATIVE CENTER

R N

EDWARDS STREET

NCE, CA 93526

ProForce Law Enforcement

2 3:30pm

Align bottom of peel-and-stick airbill or pouch here.





# County of Inyo



## Board of Supervisors

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** June 7, 2022

**FROM:** Supervisor Matt Kingsley

**SUBJECT:** Letter Supporting Supervisor Kingsley's Reappointment to the BLM Central California Resource Advisory Council

---

**RECOMMENDED ACTION:**

Request Board approve the letter supporting the reappointment of Fifth District Supervisor Matt Kingsley to the Bureau of Land Management Central California Resource Advisory Council, and authorize the Chairperson to sign.

**SUMMARY/JUSTIFICATION:**

The BLM's Central California Resource Advisory Council is one of three advisory councils in the state. They are charged with helping BLM land managers receive varying perspectives in order to achieve their mission of managing the public lands for multiple uses.

The Central California RAC, which advises BLM officials in the Bakersfield, Bishop, Central Coast, Mother Lode, and Ukiah field offices, is comprised of 12 members representing a balance of public land resources and users in the following categories: conservationists, ranchers, outdoor recreationists, state and local government officials, tribal officials and academics.

Supervisor Kingsley has served on the Central California RAC since 2013. He is now seeking reappointment and requests a letter of support from the Board of Supervisors.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board may choose not to approve the letter of support, but this is not recommended as Supervisor Kingsley brings institutional knowledge to the position as well as continuity for Inyo County.

**OTHER AGENCY INVOLVEMENT:**

BLM

**FINANCING:**

N/A

**ATTACHMENTS:**

1. RAC Reappointment Support Letter 2022
2. RAC Appointment Support Letter 2013

**APPROVALS:**

Darcy Ellis	Created/Initiated - 6/1/2022
Darcy Ellis	Approved - 6/1/2022
Matt Kingsley	Final Approval - 6/1/2022



EL CAMINO SIERRA

## BOARD OF SUPERVISORS COUNTY OF INYO

P. O. BOX N • INDEPENDENCE, CALIFORNIA 93526  
TELEPHONE (760) 878-0373  
e-mail: dellis@inyocounty.us

MEMBERS OF THE BOARD  
DAN TOTTEROH  
JEFF GRIFFITHS  
RICK PUCCI  
JENNIFER ROESER  
MATT KINGSLEY

LESLIE L. CHAPMAN  
*Clerk of the Board*

DARCY ELLIS  
*Assistant Clerk of the Board*

June 1, 2022

Deb Haaland  
Secretary of the Interior  
Department of the Interior  
1849 C Street N.W.  
Washington, DC 20240

**SUBJECT: REAPPOINTMENT OF SUPERVISOR MATT KINGSLEY TO THE BUREAU OF LAND MANAGEMENT'S RESOURCE ADVISORY COUNCIL FOR CALIFORNIA**

Dear Honorable Haaland:

The Inyo County Board of Supervisors continues to support Supervisor Matt Kingsley's participation in the Bureau of Land Management's Resource Advisory Council for the California jurisdiction. On behalf of the Inyo County Board of Supervisors, I am writing to ask that you renew Supervisor Kingsley's appointment to the RAC.

Prior to being elected Supervisor of Inyo County's Fifth Supervisorial District, Matt had a long and distinguished fire management career with the U.S. Forest Service and BLM. This extensive public land use management experience has served him, the RAC, and the BLM well since his appointment to the RAC in 2013. Reappointing Matt to the RAC will ensure continuity of excellence as he serves his third consecutive four-year term for the Fifth District.

As a county that has over 98% of its land owned by public agencies, how those lands are governed is very important to our constituency. Ensuring that public lands are managed for the benefit of the people who live near, and recreate on our public lands is vital to the overall well-being of Inyo County. We depend on these vast public lands in the County to provide jobs and support the local economy, as well as provide unparalleled recreational opportunities for the millions of people who visit the Eastern Sierra each year. We believe that our constituents are some of the best stewards of our public lands because of the community's dependency on the uses of those lands, and Supervisor Kingsley is a fine representative of our constituents.

The Inyo County Board of Supervisors believes it will be of benefit to not only the County and the state, but also the BLM and the nation, to have Supervisor Kingsley reappointed to the BLM RAC for California.

Thank you for your consideration.

Chairperson Dan Totheroh  
Inyo County Board of Supervisors



## BOARD OF SUPERVISORS COUNTY OF INYO

P. O. BOX N • INDEPENDENCE, CALIFORNIA 93526  
TELEPHONE (760) 878-0373 • FAX (760) 878-2241  
e-mail: [pgunsolley@inyocounty.us](mailto:pgunsolley@inyocounty.us)

MEMBERS OF THE BOARD  
LINDA ARCULARIUS  
JEFF GRIFFITHS  
RICK PUCCI  
MARK TILLEMANS  
MATT KINGSLEY

KEVIN D. CARUNCHIO  
*Clerk of the Board*

PATRICIA GUNSOLLEY  
*Assistant Clerk of the Board*

February 26, 2013

Mr. Ken Salazar  
Secretary of the Interior  
Department of the Interior  
1849 C Street N.W.  
Washington, DC 20240

Dear Secretary Salazar:

The Inyo County Board of Supervisors is pleased to support the appointment of Inyo County Fifth District Supervisor Matt Kingsley to the Bureau of Land Management Resource Advisory Council (RAC) for the California jurisdiction. Supervisor Kingsley is a recently elected District Supervisor in Inyo County and prior to that he had a long and distinguished career with the U.S. Forest Service in its Fire Management Division. Because of his extensive experience in public land use management, he has a breadth and depth of knowledge of public land use issues that Inyo County believes will be extremely beneficial to the BLM and feel that Supervisor Kingsley is ideally suited to serve on the RAC.

As a County that has over 98% of its lands owned by public agencies, the governance of those lands is very important to our constituency. Ensuring that the public lands are managed for the benefit of the people who live and recreate on our public lands is vital to the overall well being of Inyo County. We depend on the vast amount of public lands in our area to help support our County's economic stability, provide jobs for many of our residents, and offer unique recreational opportunities for the millions of people who visit the Eastern Sierra annually. We believe that those who live in Inyo County are some of the best stewards of our public lands because of our dependency on and for the protection of uses on those public lands.

Therefore, we believe that it will be very beneficial to have Supervisor Kingsley, who has both the vast experience in public land management and who serves as a local public official, appointed to the BLM's RAC. The Inyo County Board of Supervisors is, once again, pleased to support and request that you appoint Supervisor Matt Kingsley to the Bureau of Land Management Resource Advisory Council (RAC) for the California jurisdiction.

Sincerely,

Supervisor Linda Arcularius, Chairperson  
Inyo County Board of Supervisors



# County of Inyo



## District Attorney

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** June 7, 2022

**FROM:** Tom Hardy

**SUBJECT:** Inyo County District Attorney's Military Equipment Policy

---

**RECOMMENDED ACTION:**

Introduce, read title, and waive further reading of proposed ordinance titled, "An Ordinance of the Inyo County Board of Supervisors Adopting the Inyo County District Attorney Policy Regarding Military Equipment Pursuant to AB 481," and set enactment for Tuesday, June 14 in the Board of Supervisors Chambers, Independence.

**SUMMARY/JUSTIFICATION:**

AB 481 from the 2021 Legislative session requires certain law enforcement agencies which acquire or use certain "military equipment" to obtain approval from their applicable governing body. District Attorneys are included in the list of agencies and offices required to comply with AB 481. AB 481 provides specific definitions of items considered "military equipment". While the District Attorney is a Constitutionally independent officer, the Board of Supervisors maintains budgetary authority over expenditures of the District Attorney, and the District Attorney believes that this Board, pursuant to the terms of AB 481, must review and approve (by ordinance) the District Attorney's "military equipment" policy. At this time, the only "military equipment" owned by the District Attorney's office are three patrol rifles and related ammunition. These rifles are assigned to DA Investigators for use in potential high risk law enforcement operations. The District Attorney does not plan to acquire any new or additional "military equipment".

In seeking the approval of the governing body, a law enforcement agency shall submit a proposed military equipment use policy to the governing body and make those documents available on the law enforcement agency's internet website at least 30 days prior to any public hearing concerning the military equipment at issue. Following the requisite 30-day posting, the Board must consider approval of an ordinance adopting that policy at a noticed public meeting. Accordingly, the Inyo County District Attorney's Office submitted its Policy to the Board at the April 26, 2022 Board meeting and subsequently posted the policy on its internet website for the required 30 days.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

None.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Delaying the process will affect the County's ability to use the necessary equipment.

**OTHER AGENCY INVOLVEMENT:**

None.

**FINANCING:**

No fiscal impact.

**ATTACHMENTS:**

1. Proposed Ordinance Adopting DA Military Equipment Policy

**APPROVALS:**

Maureen McVicker	Created/Initiated - 5/23/2022
Darcy Ellis	Approved - 5/23/2022
Maureen McVicker	Approved - 5/23/2022
Keri Oney	Approved - 5/23/2022
John Vallejo	Approved - 5/31/2022
Amy Shepherd	Approved - 5/31/2022
Tom Hardy	Final Approval - 5/31/2022

**ORDINANCE NO. -**

**AN ORDINANCE OF THE INYO COUNTY BOARD OF SUPERVISORS ADOPTING  
THE INYO COUNTY DISTRICT ATTORNEY POLICY REGARDING  
MILITARY EQUIPMENT PURSUANT TO AB 481**

**WHEREAS**, Assembly Bill 481 was signed into law on September 30, 2021; and

**WHEREAS**, the legislative intent behind AB 481 is to increase the public transparency by which California law enforcement agencies fund, acquire, and/or use military equipment, as defined under AB 481; and

**WHEREAS**, AB 481 requires California law enforcement agencies to obtain approval of their applicable governing body, by adoption of a military equipment use policy, prior to taking certain actions relating to the funding, acquisition, and/or use of military equipment; and

**WHEREAS**, AB 481 requires California law enforcement agencies that receive approval for a military equipment use policy to submit to the applicable governing body an annual military equipment report for each type of military equipment approved by the governing body within one year of approval, and annually thereafter so long as the military equipment is available for use; and

**WHEREAS**, AB 481 defines law enforcement agencies to include a district attorney's office; and

**WHEREAS**, AB 481 requires the applicable governing body of the California law enforcement agency to annually review the military equipment use policy to either disapprove a renewal of the authorization of a type of military equipment or amend the military equipment use policy; and

**WHEREAS**, the Inyo County District Attorney Policy Regarding Military Equipment ("Policy"), attached hereto as Exhibit A and incorporated herein by this reference, has been prepared by the Inyo County District Attorney as its proposed military equipment use policy; and

**WHEREAS**, pursuant to Government Code section 7071(b), the Policy was submitted to the Inyo County Board of Supervisors on April 26, 2022 and posted on the District Attorney's internet website for 30 days thereafter; and

**WHEREAS**, pursuant to Government Section 7071(c), a duly noticed public meeting was conducted by the Inyo County Board of Supervisors on June 7, 2022, to consider the Policy.

**NOW THEREFORE, the Board of Supervisors of the County of Inyo ordains as follows:**

**SECTION I.**

Based on the above recitals, which are incorporated herein as findings, and the information provided to the Board at its June 7, 2022 meeting, the Inyo County Board of Supervisors determines that the Inyo County District Attorney Policy Regarding Military Equipment complies with the standards for approval under Government Code section 7071:

1. The identified military equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.
2. The Inyo County District Attorney Policy Regarding Military Equipment will safeguard the public’s welfare, safety, civil rights, and civil liberties.
3. The purchase and use of the identified military equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.
4. All military equipment use prior to the adoption of the above-mentioned policy complied with applicable Department policy in effect at that time, and adoption of the policy will ensure future compliance.

**SECTION II:**

The Inyo County District Attorney Policy Regarding Military Equipment (Exhibit A), is hereby approved and adopted.

**SECTION III: EFFECTIVE DATE**

This Ordinance shall take effect and be in full force and effect thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption hereof, this Ordinance shall be published as required by Government Code Section 25124. The Clerk of the Board is hereby instructed and ordered to so publish this Ordinance together with the names of the Board members voting for and against same.

**PASSED AND ADOPTED THIS \_\_ DAY OF \_\_\_\_\_, 2022.**

- AYES:**
- NOES:**
- ABSTAIN:**
- ABSENT:**

---

**Dan Totheroh, Chair**  
**Inyo County Board of Supervisors**

**ATTEST:**

**By:**\_\_\_\_\_





# County of Inyo

## Clerk of the Board

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** June 7, 2022

**FROM:** Assistant Clerk of the Board

**SUBJECT:** Approval of Board of Supervisors meeting minutes

---

**RECOMMENDED ACTION:**

Request Board approve the minutes of the regular Board of Supervisors meeting of May 17, 2022.

**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](http://www.inyocounty.us).

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

N/A

**OTHER AGENCY INVOLVEMENT:**

N/A

**FINANCING:**

N/A

**ATTACHMENTS:**

**APPROVALS:**

Darcy Ellis  
Darcy Ellis

Created/Initiated - 5/27/2022  
Final Approval - 5/27/2022



# County of Inyo



## Agricultural Commissioner - Cannabis

### TIMED ITEMS - ACTION REQUIRED

**MEETING:** June 7, 2022

**FROM:** Nathan Reade

**SUBJECT:** Consideration of Commercial Cannabis Business Applications

---

#### RECOMMENDED ACTION:

Request Board: A) conduct a public hearing on the consideration of county commercial cannabis business licenses for cultivation classification licenses in cannabis zones 4 and 5G; B) conditionally approve those applications that exceeded the 80% minimum scoring threshold as set forth in Inyo County Code section 5.40.090(H) and authorize issuance of licenses contingent on the application paying the fees established by your board as well as payment of all other required fees and taxes; and C) deny those applications that failed to meet the 80% minimum scoring requirement and authorize final letters of rejection.

#### SUMMARY/JUSTIFICATION:

The Commercial Cannabis Permit Office has received several applications for licenses in recent months. Staff has been working with the applicants since that time to ensure applications are complete while also compiling scoring for these applications. At this time, there are two applications that staff is ready to make recommendations on to your board. Applications were scored on a point system pursuant to Inyo County Code. The following criteria were considered:

- Adequacy of the security plan;
- Adequacy of the operations plan;
- Appropriateness of the proposed site;
- Proposed measures to mitigate potential negative impacts to the community;
- Residency;
- Community benefit plan;
- Any prior or existing operation of a commercial cannabis business subject to Inyo County Code chapter 5.40

Results for the scoring of these two licenses are outlined below.

<b>Applicant</b>	<b>Result</b>
Glacier Fed Farms	85%
The Tree Farm	80%

Note that the maximum score for application types that include a cultivation component is 1,580, and for all other

types is 1,370.

Inyo County code section 5.40.090(H) requires that a cannabis license application receives a minimum score of 80% to qualify for a license to be issued.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose to adjust scoring to change the results of the staff recommendation or decide to deny all applications.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

If the staff's recommendation is confirmed by your Board, annual fees of \$8,850 would be collected on each license. Future tax revenues would also be realized by the county as the businesses begin to operate.

**ATTACHMENTS:**

1. June 2022 License Availability
2. Glacier Fed Farms Final Scoring BOS
3. Tree Farm Final Scoring BOS
4. Tree Farm Glacier Fed Maps

**APPROVALS:**

Nathan Reade	Created/Initiated - 5/26/2022
Darcy Ellis	Approved - 5/26/2022
Nathan Reade	Approved - 5/31/2022
John Vallejo	Approved - 6/1/2022
Amy Shepherd	Final Approval - 6/1/2022



# COUNTY OF INYO

## COUNTY COMMERCIAL CANNABIS PERMITTING OFFICE

207 WEST SOUTH STREET  
 BISHOP, CA 93514  
 760.873.7860

Zone	Major Communities	Cultivation		Manufacturing Level 1	Manufacturing Level 2	Testing	Retail	Non-storefront Retail	Distributor	Microbusiness
1	Round Valley, Mustang Mesa, Dixon Lane, Meadowcreek	2		1	0	1	0	1*	1	1
2	Laws	2		2		1	0	1	1	1
3	West Bishop	No Licenses Authorized in Zone 3								
4	Wilkerson, Big Pine, Independence	2		1	0	0	0	1	1	1
5A	Lone Pine, Alabama Hills	2		1	0	1	0	1	1	1
5B	Olancho, Cartago	No Licenses Authorized in Zone 5B								
5C	W. Sage Flat Road, Coso Junction, Pearsonville	2		1	0	1	1	2	1	2
5D	Keeler, Darwin	2		1	0	0	0	1	1	1
5E	Trona Area, Homewood Canyon	5		2	1	1	1	1	2	0
5F	Tecopa	10		5		1	1	1	2	2
5G	Stewart Valley, Charleston View, Sandy Valley	4* (less than 5,000 square feet)	8 (Greater than 5,000 square feet)	5		1	0	0	1	5
License Type		All Cultivation		All Manufacturing		Testing	Retailer	Non-storefront Retail	Distributor	Microbusiness
Total Number		39		20		7	3	9	11	14

\*Currently closed for review of applications.



# COUNTY OF INYO

COUNTY COMMERCIAL CANNABIS PERMITTING OFFICE

207 WEST SOUTH STREET  
 BISHOP, CA 93514  
 760.873.7860

## COMMERCIAL CANNABIS BUSINESS PERMIT APPLICATION SCORING SHEET

Application Version:	
<input type="checkbox"/> Initial Application	<input type="checkbox"/> Revised Application
Business Name:	Date Received:

### Section 1 – License Type and Status

Complete       Incomplete

Notes:

### Section 2 – Contact Information

Complete       Incomplete

Notes:

### Section 3 – Location Information and Zoning Conformity

Complete       Incomplete

Notes:

### Sections 4 – 9 Scoring

	Section 4	Section 5	Section 6	Section 7	Section 8	Section 9	Total Application Score
<b>Review Panel Scoring</b>							
<b>Weight Assigned to Section</b>							<b>Grand Total Application Score</b>
<b>Score After Section Weighting</b>							

\*The weight of each section may be determined by Board of Supervisors in open session, independent and without knowledge of the scoring criteria assigned to each application.

**COMMERCIAL CANNABIS BUSINESS PERMIT APPLICATION SCORING SHEET (CONTINUED)**

The following sections will be scored on merit and when applicable, relative to other applicants for the same license type(s) in the same zones. Each question will have a point value range listed, with higher scores assigned to better responses.

SECTION 4 – SECURITY PLAN

**Application questions include the following:**

Attach your security plan to this application as “Attachment 4”. Provide, at a minimum, information that will answer the following:

1. Describe any video surveillance system(s) that will be used on site and specify the manufacturer and model of each. Also include what areas will be under this surveillance and length of time that recordings will be archived and available, and any other pertinent information.
2. Describe any alarm systems that you intend to use including manufacturer, model, and service provider if applicable.
3. Describe how cash on premises will be secured.
4. Describe any security fencing or other perimeter security methods that will be used on site including dimensions and materials used.
5. If any security personnel are to be used, explain how personnel are to be used and include number of personnel and how personnel will be trained/certified. If security is provided by a contractor, include name and contact information for the company.
6. Describe facility lighting and explain how it will help provide security, taking into account maintaining consistency with Inyo County General Plan requirements for lighting.
7. Describe any other security measures not covered by the previous sections.

<b>Section 4 – Security Plan</b>	<b>Point Value</b>	<b>Points Assigned</b>
1. Surveillance system adequacy (Sheriff)	0-25	
2. Alarm system adequacy (Sheriff)	0-25	
3. Cash security (Sheriff)	0-25	
4. Perimeter/security fencing adequacy (Sheriff)	0-25	
5. Security personnel use and training (Sheriff)	0-25	
6. Security lighting adequacy (Sheriff)	0-25	
7. Additional security measures (Sheriff)	0-25	
<b>TOTAL</b>	<b>0-175</b>	

Notes:

SECTION 5 – OPERATIONS PLAN

**Application questions include the following:**

Attach your operations plan to this application as “Attachment 5”. Provide, at a minimum, information that will answer the following:

1. Description of products and/or services to be provided.
2. If any improvements other construction are proposed, describe this activity and identify the type of permits needed.
3. Describe the measures/equipment/software your business will use to ensure California Track and Trace System compliance.
4. Provide a detailed list of any toxic or flammable materials, pesticides, fertilizers or other materials that may be used by the business. Also describe how these materials will be stored to maintain security or safety. Attach any applicable permits.
5. Provide a detailed description of how cannabis waste will be disposed of including but not limited to organic waste produced by cultivation and harvesting activities, manufacturing waste, or waste produced by retail establishments that contain, or have contained, cannabis and/or cannabis products.
6. List equipment that will be used to measure or weight cannabis products for sale. If weighmaster laws apply to your business, indicate how you will conform to state laws and regulations.
7. Will cannabis food products be produced on site? If so, explain how this will occur and with what equipment.
8. Provide a three year pro-forma statement.

<b>Section 5 – Operations Plan</b>	Point Value	Points Assigned
1. Adequacy of improvements and permit status	0-40	
2. Track and Trace compliance system adequacy	0-40	
3. Hazardous materials (EH and Ag)	0-40	
4. Storage safety and security (EH and Ag)	0-40	
5. Waste disposal plan adequacy (EH and Ag)	0-40	
6. Adequacy of weights & measures equipment and practices	0-40	
7. Adequacy of equipment to proposed activity	0-40	
<input type="checkbox"/> Pro Forma Included <span style="float: right;">TOTAL</span>	0-280	

Notes:

SECTION 6 - CULTIVATION PLAN

**Application questions include the following:**

Attach your cultivation plan to this application as "Attachment 6". Provide, at a minimum, information that will answer the following:

1. Provide a detailed description of the existing land use and surrounding land uses (e.g. residential, commercial, agriculture crop production, vacant land, rangeland, etc.).
2. Describe how pest management will be conducted including if pesticides will be used and if employees will be using pesticides.
3. Describe how crops will be fertilized and the products to be used for this process.
4. Describe any processing that will occur on site, including but not limited to, trimming, drying, curing or grading.

<b>Section 6 – Cultivation Plan (only applicable for cultivation license type)</b>	<b>Point Value</b>	<b>Points Assigned</b>
1. Surrounding land use compatibility	0-60	
2. Pest management plan adequacy	0-30	
3. Fertilizer plan adequacy	0-30	
4. Adequacy of processing equipment and facilities	0-30	
5. Overall plan adequacy	0-60	
TOTAL	0-210	

Notes:



SECTION 7 – COMMUNITY IMPACT MITIGATION MEASURES

**Application questions include the following:**

To complete this section attach your community impact mitigation plan to this application as “Attachment 7”. Provide, at a minimum, information that will answer the following:

1. Describe any measures you intend to implement that would avoid impacts to fire and law enforcement agencies and reduce callouts from these entities.
2. Explain what your business intends to do to minimize other types of impacts on surrounding communities.
3. Describe any arrangements or agreements reached with local agencies, service districts, nongovernmental groups, or other community related groups to minimize impacts to the local community. Attach copies of any agreements. If no written agreement exists, indicate what benefits you are committing to provide.

<b>Section 7 – Community Impact Mitigation Measures</b>	<b>Point Value</b>	<b>Points Assigned</b>
1. Measures to avoid impacts to fire and law enforcement	0-60	
2. Measures to reduce other impacts to surrounding communities	0-60	
3. Agency agreements or statement of commitments business would agree to	0-60	
TOTAL	0-180	

Notes:

SECTION 8 – ENVIRONMENTAL CONSIDERATIONS

**Application questions include the following:**

Attach an overview covering environmental considerations to this application as “Attachment 8”. Provide, at a minimum, information that will answer the following:

1. Provide a detailed description of where water will be sourced (e.g. well, stream diversion, public water system) and attach any application or permit required by the California State Water Resources Control Board, Groundwater Sustainability Agency, County Environmental Health Department, Community Service District, etc. Also indicate if recycled water will be used by the proposed business and how it will be used.
2. Provide a detailed description of how any wastewater produced will be disposed of, including manufacturing runoff and sewage.
3. Provide a detailed description of outdoor lighting or other lighting visible to the outside of the business property and what measures will be taken to minimize impact on the public. Also describe how these measures will meet Inyo County General Plan requirements.
4. Provide a detailed description of ventilation systems used to prevent cannabis odors or control toxic fumes both indoor and outdoor related to the business operations, if any.
5. Provide a detailed description any dust mitigation that will be implemented on the business site, if any.
6. Provide a detailed description any noise mitigation that will be implemented on the business site, if any.

<b>Section 8 – Environmental Considerations</b>	Point Value	Points Assigned
1. Water source status and feasibility (EH)	0-60	
2. Wastewater management adequacy (EH)	0-60	
3. Outdoor lighting consistency with general plan and any dark skies mitigation	0-60	
4. Odor control and ventilation systems	0-60	
5. Dust control plan adequacy	0-60	
6. Noise mitigation plan adequacy	0-60	
<b>TOTAL</b>	<b>0-360</b>	

Notes:

SECTION 9 – COMMUNITY BENEFIT PLAN

**Application questions include the following:**

Attach your Community Benefit Plan to this application as “Attachment 9”. The Plan must provide, at a minimum, information that will answer the following:

1. Provide a detailed description of any community benefit plan including but not limited to support of school-related and community-based organizations. Attach any documentation that can be used to substantiate community benefit.
2. Describe your strategies to recruit and hire local employees.
3. Provide a complete list of jobs anticipated to be created by the proposed business, including number of jobs to be created, wage to be paid for each job classification, and a short description of these positions using the following table. Attach additional copies if needed.

<b>Section 9 – Community Benefit Plan</b>	<b>Point Value</b>	<b>Points Assigned</b>
1. Strength of community benefit plan	0-230	
2. Local hiring plan/strategies	0-60	
3. Wage comparison	0-60	
4. Local applicant (based on live scan residence address, ownership percentage)	0-30	
TOTAL	0-380	

Notes:



# COUNTY OF INYO

COUNTY COMMERCIAL CANNABIS PERMITTING OFFICE

207 WEST SOUTH STREET  
 BISHOP, CA 93514  
 760.873.7860

## COMMERCIAL CANNABIS BUSINESS PERMIT APPLICATION SCORING SHEET

Application Version:	
<input type="checkbox"/> Initial Application	<input type="checkbox"/> Revised Application
Business Name:	Date Received:

### Section 1 – License Type and Status

Complete       Incomplete

Notes:

### Section 2 – Contact Information

Complete       Incomplete

Notes:

### Section 3 – Location Information and Zoning Conformity

Complete       Incomplete

Notes:

### Sections 4 – 9 Scoring

	Section 4	Section 5	Section 6	Section 7	Section 8	Section 9	Total Application Score
<b>Review Panel Scoring</b>							
<b>Weight Assigned to Section</b>							<b>Grand Total Application Score</b>
<b>Score After Section Weighting</b>							

\*The weight of each section may be determined by Board of Supervisors in open session, independent and without knowledge of the scoring criteria assigned to each application.

**COMMERCIAL CANNABIS BUSINESS PERMIT APPLICATION SCORING SHEET (CONTINUED)**

The following sections will be scored on merit and when applicable, relative to other applicants for the same license type(s) in the same zones. Each question will have a point value range listed, with higher scores assigned to better responses.

SECTION 4 – SECURITY PLAN

**Application questions include the following:**

Attach your security plan to this application as “Attachment 4”. Provide, at a minimum, information that will answer the following:

1. Describe any video surveillance system(s) that will be used on site and specify the manufacturer and model of each. Also include what areas will be under this surveillance and length of time that recordings will be archived and available, and any other pertinent information.
2. Describe any alarm systems that you intend to use including manufacturer, model, and service provider if applicable.
3. Describe how cash on premises will be secured.
4. Describe any security fencing or other perimeter security methods that will be used on site including dimensions and materials used.
5. If any security personnel are to be used, explain how personnel are to be used and include number of personnel and how personnel will be trained/certified. If security is provided by a contractor, include name and contact information for the company.
6. Describe facility lighting and explain how it will help provide security, taking into account maintaining consistency with Inyo County General Plan requirements for lighting.
7. Describe any other security measures not covered by the previous sections.

<b>Section 4 – Security Plan</b>	<b>Point Value</b>	<b>Points Assigned</b>
1. Surveillance system adequacy (Sheriff)	0-25	
2. Alarm system adequacy (Sheriff)	0-25	
3. Cash security (Sheriff)	0-25	
4. Perimeter/security fencing adequacy (Sheriff)	0-25	
5. Security personnel use and training (Sheriff)	0-25	
6. Security lighting adequacy (Sheriff)	0-25	
7. Additional security measures (Sheriff)	0-25	
<b>TOTAL</b>	<b>0-175</b>	

Notes:

SECTION 5 – OPERATIONS PLAN

**Application questions include the following:**

Attach your operations plan to this application as “Attachment 5”. Provide, at a minimum, information that will answer the following:

1. Description of products and/or services to be provided.
2. If any improvements other construction are proposed, describe this activity and identify the type of permits needed.
3. Describe the measures/equipment/software your business will use to ensure California Track and Trace System compliance.
4. Provide a detailed list of any toxic or flammable materials, pesticides, fertilizers or other materials that may be used by the business. Also describe how these materials will be stored to maintain security or safety. Attach any applicable permits.
5. Provide a detailed description of how cannabis waste will be disposed of including but not limited to organic waste produced by cultivation and harvesting activities, manufacturing waste, or waste produced by retail establishments that contain, or have contained, cannabis and/or cannabis products.
6. List equipment that will be used to measure or weight cannabis products for sale. If weighmaster laws apply to your business, indicate how you will conform to state laws and regulations.
7. Will cannabis food products be produced on site? If so, explain how this will occur and with what equipment.
8. Provide a three year pro-forma statement.

<b>Section 5 – Operations Plan</b>	Point Value	Points Assigned
1. Adequacy of improvements and permit status	0-40	
2. Track and Trace compliance system adequacy	0-40	
3. Hazardous materials (EH and Ag)	0-40	
4. Storage safety and security (EH and Ag)	0-40	
5. Waste disposal plan adequacy (EH and Ag)	0-40	
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6. Noise mitigation plan adequacy	0-60	
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Notes:

SECTION 9 – COMMUNITY BENEFIT PLAN

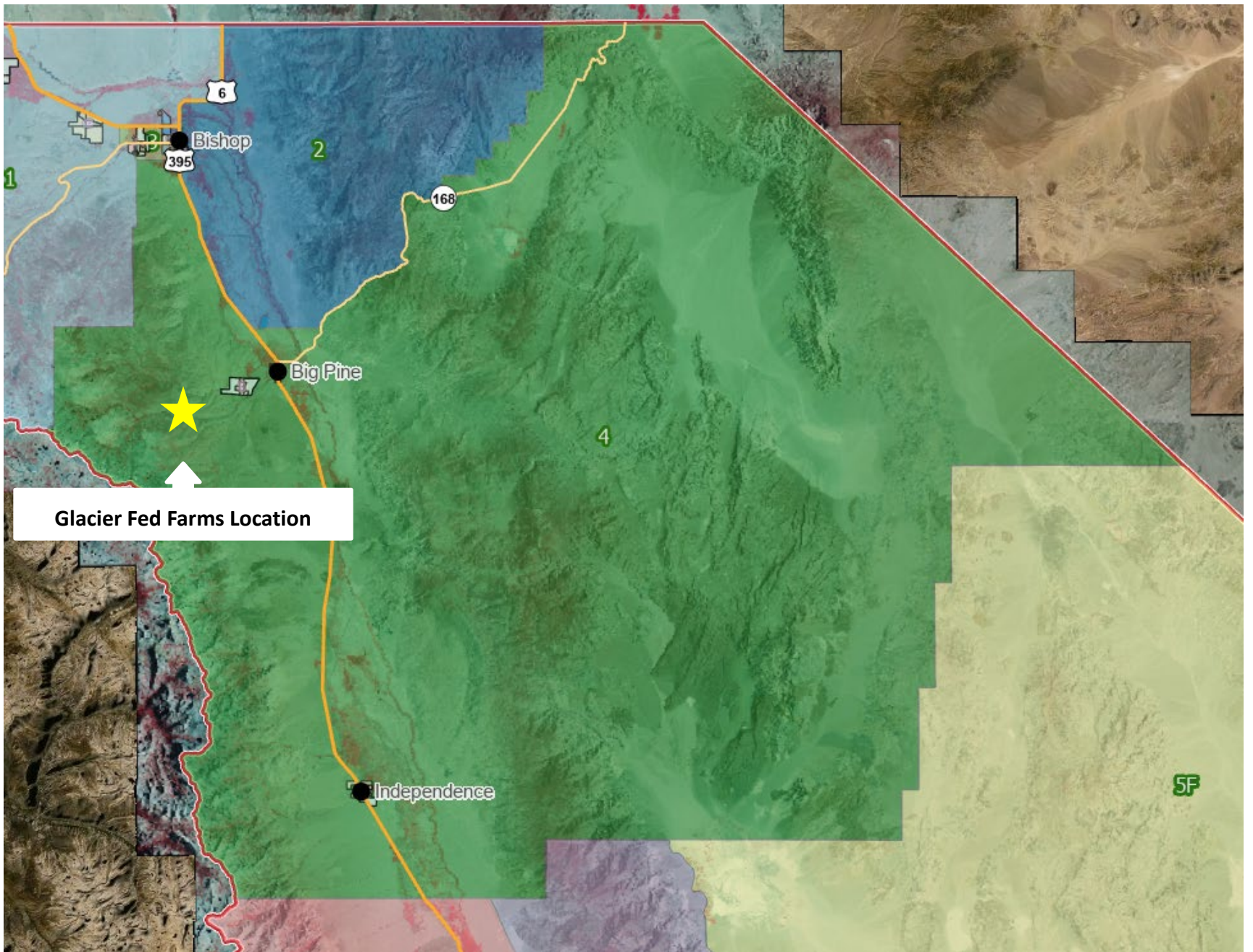
**Application questions include the following:**

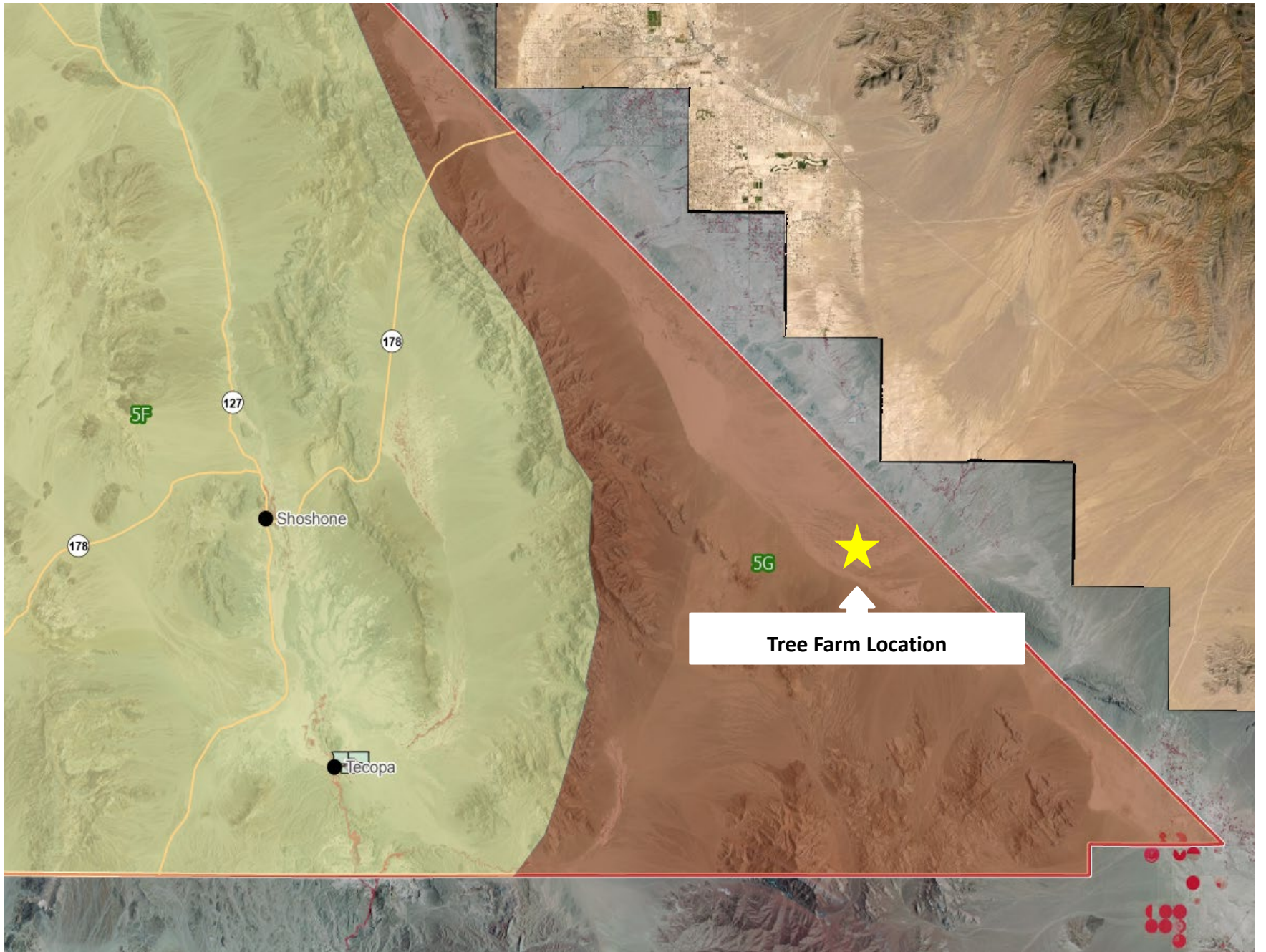
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TOTAL	0-380	

Notes:





Tree Farm Location

SF

5G

Shoshone

Tecopa

178

127

178



# County of Inyo



## County Administrator

### WORKSHOPS AND PRESENTATIONS - NO ACTION REQUIRED

**MEETING:** June 7, 2022

**FROM:** Meaghan McCamman

**SUBJECT:** Presentation on housing and development related activities.

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**RECOMMENDED ACTION:**

Request Board receive presentation on housing and development related activities.

**SUMMARY/JUSTIFICATION:**

**Background**

Inyo County is a wonderful place to live and do business. However, like the rest of California, Inyo County suffers from a lack of housing options relative to growing demand. The lack of housing makes renting and homeownership expensive, makes it difficult to recruit and retain employees, and generally depresses economic development.

By April 30, 2029, the State has estimated that the unincorporated County will need a minimum of 205 new housing units to meet existing and projected demand, with 86 of those units for households earning less than 80% of the Area Median Income. During the eight years between 2013 and the end of 2020, there were 61 new houses built in the unincorporated part of the County. This is an average of approximately 7.6-units per year, all of which are in the "above moderate" income category. To meet the State's numbers, new housing development will have to increase substantially in the unincorporated County.

The 2014-2018 American Community Survey (ACS) shows that there are 1,312 vacant units in the unincorporated County, and that 719 of those are reported as second homes for seasonal, recreational, or occasional use, meaning approximately 590 homes are vacant and not being used as a vacation home. To effectively meet housing needs for the local population and workforce, the County must focus its policy efforts on facilitating new growth within and contiguous to existing communities, as well as maximizing the use of existing housing stock by bringing vacant or underutilized homes back onto the market. To support these efforts, staff are exploring the following possibilities and seek Board direction and feedback on these opportunities.

**Identifying Land for Development**

Without a sufficient supply of housing that is affordable to individuals and families along the income spectrum, Inyo County will not be able to reach its full potential. However, Inyo County lacks private land available for new development - much of the prime developable land in Inyo County is owned by the Los Angeles Department of Water and Power, and the majority of privately owned land that is realistically developable is already developed.

Inyo County staff is approaching this problem by identifying parcels that are excellent candidates for residential development, regardless of owner; re-zoning these parcels to maximize their potential; and, in some cases, using grant funds to complete CEQA environmental analysis and otherwise preparing them for residential development. Once this pre-development work is complete, the property may be attractive to developers for construction of much-needed housing.

#### *Prime Parcels for Residential Development*

Inyo County staff have identified some of the prime parcels for residential development that are located within fire districts; within or adjacent to water and sewer service districts; are outside of environmentally sensitive areas; and are vacant. Some of these parcels were identified in the Inyo County Housing Element and represent enough developable land to meet our Regional Housing Needs Allocation (RHNA) of 205 units. Others were identified by the Planning Department as a part of the SB 2 Vacant Lands Project and are in the process of being rezoned to high density and undergoing CEQA review, using grant funds acquired by the County. All of the parcels represent infill in some of our highest-need areas and would make excellent candidates for development.

A list of staff-identified prime parcels for residential development is included in Attachment A. (Please note that the "total unit capacity" number was generated by multiplying the acreage by the maximum number of units allowed by the current General Plan density; the numbers are estimates only).

#### *County Parcels*

The County owns several parcels, some of which are vacant and undeveloped. The Board could evaluate the possibility of divesting of County-owned property for the purpose of housing development. The County Real Property Management Policy sets forth a process to be used in determining whether County-owned Real Property is surplus to County needs and whether such property should be sold, exchanged, leased, or developed through a Request for Proposals (RFP) process. The Real Property Management Policy is included in Attachment B. A list of vacant or potentially underutilized County parcels is included in Attachment C.

#### **Technical Assistance for Developers**

Four separate parties with a background in development and an interest in working on local housing have approached County staff for technical assistance. These parties have expressed interest in building residential housing in Lone Pine, Independence, Fort Independence, Big Pine, and the unincorporated area outside of Bishop. In some cases, these parties have expressed interest in partnering with the County to acquire grants in exchange for building affordable housing.

Developers have sought technical assistance and advice on topics such as rezoning, subdividing, utilities and infrastructure, and CEQA. County staff stand ready to support individuals and organizations interested in residential development and encourage them to reach out.

#### **Silver Peaks Affordable Housing Complex, Bishop**

Work to develop the Silver Peaks 72-unit affordable housing complex in Bishop is ongoing. Visionary Home Builders, an Affordable Housing Developer out of the San Joaquin Valley, had originally partnered with IMACA as the administrative co-partner on the project; with the closure of IMACA's Housing department the interest in the project is in process of moving to Mammoth Lakes Housing (MLH).

Inyo County Health and Human Services has provided \$50,000 to the project to help acquire the site and fund pre-development, and has submitted an application for \$500,000 through the No Place Like Home (NPLH) program that will fund 4 units in the Silver Peaks complex for Inyo County Behavioral Health clients. Notice of Award is expected in June 2022.

#### **Programs to Maintain and Enhance Access to Existing Housing Stock**

##### *Rehabilitation Assistance Program*

In 2020, the County partnered with MLH using No Place Like Home Technical Assistance funding to develop draft program guidelines for a rehabilitation assistance program. The program guidelines were completed in December, 2021. When implemented, the Rehabilitation Assistance Program could offer grants or low- to no-

interest loans to eligible homeowners to rehabilitate existing housing, bring housing to code, or add an accessory dwelling unit or junior accessory dwelling unit. The purpose of this program is to increase habitable dwelling stock in the County on already-developed privately owned parcels.

Next steps are to identify a funding source and implement the program. MLH has applied for a CalHOME grant to provide a rehabilitation and Accessory Dwelling Unit (ADU) loan program in Inyo County, and is awaiting award decision from the state office of Housing and Community Development (HCD). Other potential sources of funding include Permanent Local Housing Allocation funding, Community Development Block Grant funding, or County funding. Prior to applying for HCD funds, the State requires the completion of the Housing Element, as well as other preparatory activities. Downsides to using HCD funding sources is that the programs would likely be restricted to specific types of low-income households, may include onerous operational requirements, and may restrict the types of eligible improvements.

The parameters required by the funding source may determine specific elements of the rehabilitation program, but the program guidelines are written to serve as a menu that can be tweaked to provide a wide variety of options, depending on funding source requirements as well as Board preference. Some key decision-points include:

- Eligible Improvements (rehabilitation, mobile homes, ADUs/JADUs)
- Type of Funding (Below Market Interest Rate, Deferred Payment, Grant)
- Target Population/Geography
- Income requirements of owner/investor/tenant
- Maximum Funding Amount
- Rent Limitations/Deed Restrictions

#### *Down Payment Assistance Program*

In 2007, Inyo County used funding from the HCD CalHOME program to provide first time homebuyer down payment assistance. The program offered assistance in the form of deferred payment “silent” second priority loans as “gap” financing toward the purchase and closing costs of affordable housing units that will be occupied by the homebuyers. The program was limited to households at or below 80% of the Area Median Income.

In the last year, two \$200,000 loans have been repaid, creating a balance of \$400,000 that can be reinvested into CalHOME programs. Under the CalHOME guidelines, these repaid funds can be utilized for tenant-based rental assistance, owner-occupied rehabilitation, or first-time homebuyer assistance. All activities must benefit low-income renters or owners. With the success of the first round of the 2007 program, staff recommends reinvesting the funds into down payment assistance.

#### *ADU Assistance Program*

With such limited land available for development, a key strategy for additional housing capacity is through infill in previously developed lots. Encouraging local homeowners to build ADUs and Junior Accessory Dwelling Units (JADUs) and rent them out plays a dual purpose in making homeownership more affordable for the owner, and providing additional units. One popular program for expanding the use of ADUs that has been enacted in other municipalities, including Los Angeles, San Diego, and the City of Encinitas, is to pre-approve ADU plans in order to streamline, simplify, and lower the cost of adding ADUs for the homeowner. Inyo County could consider a similar program to provide pre-approved ADU architectural plans, though a variety of plans would likely be required in order to account for the County’s varied geographic landscape.

#### **Staff Recommendation**

At this time staff is seeking to facilitate Board discussion on housing activities and receive possible direction on priorities and areas of interest. This update is the first of what we hope will be regular conversations with the Board on housing-related activities.

The County currently has \$200,000 budgeted for housing-related activities and the Board has discussed allocating some additional American Rescue Plan Act funds for housing programs. In addition, there is \$400,000

in repaid CalHOME loans for down payment assistance that could be used to re-seed the Down Payment Assistance Program.

Staff recommends prioritizing the re-start of the CalHOME Down Payment Assistance Program because funds are available, as well as already-written guidelines from the 2007 program that could be updated.

In addition, staff recommends that the Board consider investing in an ADU Assistance Program that provides pre-approved ADU plans for homeowners interested in building an additional unit on their property. Every residential lot in the state is allowed to have one ADU and one JADU by right. These ADU Assistance programs require minimal ongoing administration and have proven popular in other jurisdictions.

Staff recommends waiting on the launch of a Rehabilitation Assistance Program because state funding sources for the program may be available in the next few months.

Finally, staff recommends that the Board consider bringing in a consultant who can help the County develop a strategy to incentivize and finance housing development along the entire income spectrum. A consultant with expertise in finance could help the County explore ways to build upon local investment through a local housing trust fund, shared equity homeownership models, and other financing programs that could have concrete impacts on development in Inyo County and help meet the obligations of the Housing Element.

Staff also seeks feedback on the proposed Priority Housing Parcels for Development in Attachment A, and whether there is interest in pursuing the release of DWP lands and/or County lands for development.

#### **BACKGROUND/HISTORY OF BOARD ACTIONS:**

#### **ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board could decide not to discuss the housing update or provide direction to staff. This is not recommended, as understanding the Board's priorities will help staff forward housing programs quickly and efficiently.

#### **OTHER AGENCY INVOLVEMENT:**

Inyo County Planning Department, City of Bishop, Mammoth Lakes Housing

#### **FINANCING:**

\$200,000 in housing funds is currently budgeted in the Economic Development budget.

#### **ATTACHMENTS:**

1. Attachment A Priority Housing Parcels
2. Attachment B Real Property Management Policy
3. Attachment C County Owned Parcels

#### **APPROVALS:**

Meaghan McCamman	Created/Initiated - 5/25/2022
Darcy Ellis	Approved - 5/27/2022
Leslie Chapman	Approved - 6/2/2022
Darcy Ellis	Approved - 6/2/2022
Meaghan McCamman	Approved - 6/2/2022
John Vallejo	Approved - 6/2/2022
Amy Shepherd	Final Approval - 6/2/2022











# COUNTY OF INYO

## REAL PROPERTY MANAGEMENT POLICY

### I. GENERAL PROVISIONS

#### A. Purpose

The intent and purpose of this Policy ("Policy") is to establish uniform principles to guide actions by the Inyo County Board of Supervisors ("Board") related to the management, disposition and sale of County-owned Real Property, and the acquisition thereof. The Policy sets forth the process to be used in determining whether County-owned Real Property is surplus to County needs and whether such property should be sold, exchanged, leased, or developed through a Request For Proposal (RFP) process. The Policy also establishes the procedures to be used in the process of selling, exchanging, developing through RFP, or leasing of County-owned Real Property.

#### B. Prohibition of Interest in the Disposition of Surplus Property

Inyo County employees, representatives, consultants, and agents shall comply with all applicable County and State conflict of interest laws and policies in the disposition of surplus property.

### II. POLICY STATEMENT

Over many years the County of Inyo (County) has obtained various parcels of land that may not be required or suitable for the public's benefit. If the County subsequently determines that a property/properties are no longer required for a public purpose, it may sell, exchange, develop using the RFP-process provided for by law, or lease such real property or interest therein in the manner and upon the terms, standards, and conditions established herein and approved by the Inyo County Board of Supervisors. All sales of property will be made in exchange for payment in cash; exchange for other lands that may be used for a public purpose; or, other value as determined by the Board. The Board will obtain appraised fair market value for any surplus real property offered for sale, except that less than fair market value may be accepted if it is



determined to be in the County's best interest by the Board to sell the property for a negotiated amount that is subsequently approved by the Board by 4/5ths vote.

### III. COMPLIANCE WITH THE LAW

- A. The disposal of surplus property, and the acquisition of real property should be in accordance with all laws that are in existence at the time of disposal or acquisition.

Properties that have been determined to be surplus to the County by the Board may be disposed of according to state law, which is summarized in Attachment A.

- B. Sale to Public Entity

First consideration for properties determined to be surplus to the County shall be sold or traded to another public entity for public purposes in accordance with Government Code §§ 54220 et seq. Prior to disposing of any potential surplus real property, a written offer will be made to sell or lease the property to public agencies for the purpose of developing low and moderate income housing, parks and recreational facilities, schools, or other public purposes. The offer to sell or lease the property to a public entity will be exclusive for a period of sixty (60) days. In the event more than one public entity responds, first priority shall be given to the public entity which agrees to use the site for low- to moderate-income housing, except that first priority shall be given to a public entity which agrees to use the site for park or recreational purposes if the surplus property is already being used and will continue to be used for park or recreational purposes, or if the surplus property is designated for park and recreational use in the local general plan and will be developed for that purpose. The next priority will be given to the public entity that makes the first offer to purchase the property for fair market value as established by the Board.

- C. Sale by Competitive Sealed Bid

If no public entity accepts the County's offer to sell or lease the surplus property within sixty (60) days, then the County may, at its sole discretion, dispose of the property to the general public by sealed bid in the manner prescribed in Government Code §§ 25520, 25521, 25528, 25530, 25531, 25533 and 25534 et seq. These sections provide for



sealed bids, require the County to provide additional notice of the sale to the public through posting and advertising, allow the Board to reject any proposal and withdraw the property from sale, and allow for oral bids to be received at the public meeting provided that any oral bid be five percent higher than the highest written bid.

D. Sale by Public Auction

The County may also dispose of property to the general public by public auction and in the manner prescribed in Government Code § 25363 et seq. This method authorizes the sale of property and requires that the sale be made at the courthouse door or such other place as the Board directs by four-fifths vote, with notice of the sale given five days prior, and published in a newspaper in the County or posted in three public places, and provided that notification has been made to those public agencies identified in Government Code § 54220 et seq.

Each person submitting a proposal to purchase a property by sealed bid or public auction must submit a deposit of ten percent (10%) of the offered price at the time his or her proposal is submitted.

E. Sale or Lease By Request for Proposals

The Board may elect to sell surplus property via the Request For Proposals (RFP) method as prescribed in Article 7.5, commencing within § 25515 of Chapter 5 of Part 2 of Division 2 of Title 3 of the Government Code.

The Board would direct the County staff to prepare an RFP for sale and development of surplus property in a manner consistent with the County Zoning Ordinance and the County's General Plan.

Upon expiration of the time during which public entities may offer to purchase the property, and assuming no sale of the property to any such entity is made, County staff will return to the Board with the proposed RFP for its consideration. If approved, the Board will, by a 4/5ths vote, approve the issuance of the RFP.

The Board will adopt a resolution which, in addition to describing the particulars of the property and the County's vision for its development, will set a place, time and date for a hearing, to be held at least 60 days later, at which the Board will consider all timely responses to the RFP. That resolution, containing the directions on how interested persons



could respond to the RFP, must be published in the newspaper once a week for three successive weeks.

After the mandatory 60-day period for receiving responses to the RFP expires, County staff will review all timely responses to the RFP and prepare a recommendation for consideration by the County Financial Advisory Committee ("Committee") and/or the Board.

At the place, date and at the time set forth in the above-described resolution for the Board's consideration of them, the Board will review the responses to the RFP and staff's recommendations. The Board will then select a successful respondent and direct staff and the successful respondent to meet and negotiate a final arrangement for the sale of the property and its subsequent development by that respondent.

Additionally, the Board will direct the preparation of a California Environmental Quality Act (CEQA) analysis of any necessary general plan amendment and zone change that, if approved, would allow the uses on the property contemplated in the RFP. The Inyo County Planning Department will, as directed by the Board, commence the CEQA review process for the above-described general plan amendment and zone change.

Following the CEQA process and review period, the Inyo County Planning Commission ("Commission") will consider the CEQA document concerning the proposed general plan amendment and zone change, and will consider recommending approval of those amendments and consider recommending certification of the CEQA document. The Commission will also consider making the finding required by Government Code §§25515.1(a) and 65402 that the proposed development of the property is consistent with the County's general plan.

Once a final arrangement is worked out with the successful respondent, it must be memorialized in the form of an ordinance. The ordinance will be scheduled for consideration by the Board at the first reading noticed in accordance with Government Code §6066, which requires the advertisement to run once a week for two weeks.

If the Board approves the proposed arrangement for the sale and development of property, it will adopt the ordinance at a subsequent public hearing. The ordinance and the agreement will not go into effect for 30 days, during which time it could be challenged via a citizen referendum. During this 30-day period, County staff will prepare all



documents, and make the arrangements necessary to consummate the sale and ensure that the property will be used in accordance with the RFP and the approving ordinance; this will include retaining a title company to prepare a title report, opening escrow, and preparing the deed that will be used to transfer title to the property.

Once the 30-day referendum period expires, the sale of the property will be consummated (i.e./e.g. the purchase price will be paid to the County or deposited into the escrow, the deed will be signed and recorded, any agreements respecting the use/development of the property will be signed, etc.).

Thereafter, the Planning Director will monitor the development and use of the property to ensure that the terms of the sale and development agreement are adhered to. This would carry on indefinitely, or if the restrictions on the use of the property are of limited duration, until that time expires.

If the surplus property is not subsequently sold as a result of the sealed bid, public auction or RFP process, the property may be sold to the party who makes the highest reasonable offer to purchase the property that is acceptable to the Board.

#### **IV. EXCHANGE, DISPOSAL, OR LEASE OF SURPLUS REAL PROPERTY**

County property for which there is not an immediate or foreseeable public purpose should be made available for private ownership. For the purposes of this Policy, public purpose will be determined by the Board in accordance with the law.

##### **A. Purpose**

1. To facilitate the identification of County Property for which there is not an immediate or foreseeable public purpose, no less frequently than once every three years the County shall review its inventory of real property and identify holdings that could be designated as surplus property.
2. The review identified in Section IV.A.1. shall be initiated by the County Administrative Officer (CAO) in consultation with, and assistance from other County Departments. The CAO shall prepare an inventory of all real property owned by the County, consistent with the requirement of Section IV.A.3., and present the inventory to the Committee for review and recommendation to the Board.





3. The inventory of County-owned property shall include the Assessor's Parcel Number, legal description and a map showing the location of the property and a description of its current use. If available, the most recent appraised fair market value of the property, as well any indication of the County's water and/or mineral rights, should be identified in the inventory. The inventory should identify those properties for which there is a current or foreseeable public purpose, and those properties recommended for consideration as surplus. In addition, the CAO may, in preparing the inventory, make recommendations relative to the manner in which the property should be disposed.
4. The Committee shall review the inventory and make recommendations to the Board regarding County-owned property that could be designated as surplus, whether mineral and water rights should be retained, and the manner in which the surplus property should be disposed. In the event the Committee does not reach a unanimous recommendation, both the majority and minority Committee recommendations may be forwarded to the Board. Any recommendation forwarded to the Board shall include with the list a checklist, developed by the Committee, which includes the reasons for the Committee's recommendation for exchange, sale or lease of County owned property. The checklist, at a minimum, will include access consideration, infrastructure availability, community need, financial return to the County, potential highest and best use, and land use designations.
5. The Board shall consider the inventory of County-owned property, and the Committee's recommendations for the designation of surplus property and the manner of disposal at a public meeting duly noticed by advertisement in a local newspaper once a week for two weeks.
6. The Board, Committee, or County staff may initiate the consideration of the designation of a specific County-owned property as surplus property independent of the inventory process described herein provided that all other provisions of this Policy are implemented.

**B. Manner of Disposal of Surplus Property**

In determining the manner in which surplus property might be disposed, the Committee and the Board shall consider the following:



1. The manner of disposal that will maximize the financial return to the County. In evaluating the financial return to the County, the financial return generated from the outright sale of the property shall be weighed against the cost of acquiring land and/or facilities, using the methods described in Section IV.B.2. and 3. below to meet a public purpose.
2. The possibility of exchanging the County-owned property for real property owned by other public agencies and private properties for public purpose.
3. Opportunities to use the Request For Proposal process, described in Section III.F., to meet a public purpose through the sale or lease of property to private interests.
4. County –owned real property for which there is a possible future public purpose should be leased in a manner that provides the highest and best use of the land and maximizes the financial return to the County. Any lease will include at a minimum a standard escalation clause pertaining to the lease payment and terms for renegotiations.

C. Use of Proceeds

Proceeds realized from the sale of County-owned property disposed in accordance with this Policy shall be used to fund one-time costs associated with the acquisition of real property for a public purpose, the construction or deferred maintenance of County property and facilities (including tenant improvements at leased properties), and other capital improvement projects. Proceeds realized from the sale of County-owned real property disposed in accordance with this Policy shall not be used to fund ongoing County operating expense.

D. Property Research Prior to Exchange, Disposal or Lease

Subsequent to the Board’s designation of County-owned real property as surplus, and prior to the disposal or lease of any County-owned surplus real property, the County shall do the following:

1. Determine actual title to the property/properties and whether the subject property/properties hold water and mineral rights;
2. Determine actual fair market value of the subject property/properties by independent appraisal;
3. Solicit other affected County Departments for comments to the exchange, sale, or lease of surplus property;



4. Identify the Zoning and determine the General Plan conformance of the subject property/properties;
5. Identify whether subject property/properties are within an Alquist Priolo Study area, Flood Hazard Zone, Avalanche Zone, etc.

E. Other Provisions of Sale

In order to maximize the financial return to the County from the sale, exchange, disposal through RFP-process, or lease of County-owned surplus land in a manner consistent with law:

1. Parcels will be exchanged, sold or leased on an “As Is Where Is” basis.
2. The minimum price established for a parcel shall include the appraised value plus all County costs to dispose of the property.
3. The Board will reserve the right to reject all offers at its sole discretion for the sale, exchange, purchase, development, or lease of any surplus property.
4. The Board will reserve the right to cancel, for any reason whatsoever, any exchange, sale or lease of any parcel prior to the conveyance of title.
5. The Board will reserve the right to place covenants, conditions, or restrictions on the deed for any parcel as allowed by law.
6. The Board reserves the right at its sole discretion to approve or reject such a transaction based upon its determination of the prospective transferee’s ability, including but not limited to the financial ability, to perform as contemplated under the terms of the transaction.

## V. ACQUISITION OF REAL PROPERTY

- A. The County may acquire real property, consistent with the provisions of state and law to meet an identified or foreseeable public need. This includes the acquisition of tax-defaulted property by Agreement of Sale as legally defined.
- B. The County may object to the sale of the tax-defaulted property and apply to purchase the property for the express purpose of facilitating a land exchange to meet a public need including, for the purpose of this section, increasing the amount of privately-owned property near existing communities and town sites. If the County acquires a tax-defaulted property for the purpose of facilitating a land exchange, and the land exchange process



has not formally commenced within two-years of the date of the County taking title to the property, the Board shall take immediate steps to dispose of the property in accordance with this Policy unless a finding is made that the property serves an immediate public purpose or the initiation of a land exchange is imminent.

- C. The County shall not acquire real property for the sole purpose of land speculation (e.g., acquiring land for the sole purpose of selling it for a profit).

## VI. DEFINITION OF TERMS

- Appraised Value – The monetary value of the County-owned property as determined by the County, which may be based on the fair market value of the property as determined by an MAI appraiser employed by the County to make such determination.
- “Cash” – U.S. currency, Bank Cashier’s Check in dollars, or Electronic Funds Transfer in dollars.
- “Fair Market Value” – The price that would be paid by a knowledgeable and informed buyer if the property was sold on the open market.
- “Proceeds of Sale” – The monetary amount received by the County from the disposition of a piece of real property net of the costs incurred by the County to dispose of the property.
- “Public Entity” – As referenced in Section 54222 of the Government Code and as further defined in Section 50079 of the California Health and Safety Code, includes any: county, city; duly constituted governing body of an Indian reservation; redevelopment agency or housing authority, as specifically defined; state agency; public district; other political subdivision of the state, or instrumentality thereof which is authorized to engage in or assist in the development or operation of housing for persons and families of low or moderate income.
- “Real Property” – County owned fee simple parcels of land, mineral and water rights and County owned improvements thereon.



ATTACHMENT A

**Summary of State Laws Governing the Exchange, Disposal or Lease of Inyo County  
Property**

The exchange, disposal or lease of those properties that have been determined to be surplus by the Inyo County Board of Supervisors (Board), or not needed for public purpose or use, may be disposed of by any of the following means:

- a. Directly to a public entity at their request without providing notice to other agencies or calling for a competitive bid at a price representing fair market value and upon determination that the public entity's use shall be for low to moderate income housing purposes as described in Government Code § 54220 et seq.
- b. Directly to a public entity in accordance with Government Code § 25515.1 (a) et seq., which requires notification to those public agencies described in Government Code § 54220 et seq. offering the property for sale or trade.

California Government Code § 54220 et seq. requires surplus government land to be first made available for housing for persons and families of low and moderate income of recreational or open space purposes. Surplus government land means land owned by an entity of the state, or any local entity that is determined to be no longer necessary for the entity's use.

- c. Directly to the Public in the manner prescribed in Government Code § 25363 et seq., which authorizes the sale of property at public auction. Requiring that the sale be made at the courthouse door or such other place within the County as the Board directs by four-fifths vote, with notice of the sale given five days prior, and published in a newspaper in the County or posted in three public places, and provided that notification has been made to those public agencies identified in Government Code § 54220 et seq.
- d. Directly to the Public in the manner prescribed in Government Code §§25520, 25521, 25528, 25530, 25531, 25533, and 25534 et seq. These sections provide for sealed bids, require the County to provide additional notice of the sale to the public through posting and advertising, allow the Board to reject any proposal and withdraw the property from sale, and allow for oral bids to be received at the



public meeting provided that any oral bid be five percent higher than the highest written bid.

- e. Directly to the Public through the preparation of an RFP for its sale and/or development in accordance with Article 7.5, commencing within §25515 of Chapter 5 of Part 2 of Division 2 of Title 3 of the Government Code.

The sales price of any surplus real property will be based on the appraised fair market value. Less than appraised fair market value may be accepted if it is determined to be in the County's best interest to sell the property for a negotiated amount that is subsequently approved by the Inyo County Board of Supervisors by a 4/5's vote.

Fixed assets are items which cost \$500 or more and have a life expectancy in excess of one year.

1. Requisitions must be submitted to Purchasing. (Departments shall not independently purchase Fixed Assets.)
2. Purchasing will issue a purchase order if:
  - a. The item was approved in the budget or a budget amendment was made to reflect the budgeted amount; and
  - b. The cost of the fixed asses does not exceed amount budgeted.
3. If a Department wishes to purchase a different fixed asset in lieu of that authorized in the budget, a request shall be submitted to the County Administrator for approval.
4. It is the Department Head's responsibility to initiate the appropriate course of action necessary to ensure that sufficient funds are available to make the purchase, e.g., submitting an Appropriation Change Request Form (object category transfer) to the County Administrator for approval.

Note: If departments continually purchase fixed assets (not as a result of an emergency situation), the County Administrator, after trying to resolve the problem with the



Department Head, reserves the right to request (a) the Auditor-Controller to stop making payments for any or all fixed assets and (b) the Board of Supervisors to implement budget controls on the department's entire budget.

<b>APN</b>	<b>Property Type</b>	<b>Address (street)</b>	<b>Community</b>	<b>Parcel Size</b>
004-040-07	INSTITUTIONAL	PINE ST	BIG PINE	0.07
003-090-01	AGRICULTURAL	BAKER CREEK RD	BIG PINE	19.5
003-010-01	AGRICULTURAL	COUNTY RD	BIG PINE	19.5
008-240-01	AGRICULTURAL	FIRST ST	BISHOP	5.7
001-174-06	COMMERCIAL	207 SOUTH ST	BISHOP	.29
029-120-14	VACANT	NSF	CARTAGO	1.25
016-180-04	VACANT	DEEP SPRINGS	DEEP SPRINGS	40
031-180-02	VACANT	HWY 190	KEELER	145
005-146-05	RECREATIONAL	S BREWERY ST	LONE PINE	.81
009-070-02	VACANT	PINE CREEK RD	PINE CREEK	20.7



<b>Land Type</b>	<b>Notes</b>
Vacant	Very small; also on a creek
Pasture	Enviromental factors likely require mitigation
Pasture	Enviromental factors likely require mitigation
Vacant	Currently being rezoned as part of Housing Element
Vacant County Services Building	City of Bishop; currently commercial zoning
Vacant Land	No services
Vacant Land	No services
Vacant Land	No services
Vacant Land	Part of LP Rodeo Grounds
Vacant Land	No services



# County of Inyo



## Planning Department

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** June 7, 2022

**FROM:** Cathreen Richards

**SUBJECT:** Short-Term Rentals

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**RECOMMENDED ACTION:**

Receive a presentation from staff on an updated status of short-term rentals in Inyo County; discuss possible changes to the short-term rental ordinance; and, provide direction to staff.

**SUMMARY/JUSTIFICATION:**

Staff updated the Board in January on the status of Short-Term Rentals in unincorporated Inyo County. Since then the Planning Department has received ten new applications for hosted short-term rental permits. Of these ten four have been granted, two are pending, one was withdrawn and three were denied. This brings the new grand total to eight-five permits, fifty-nine hosted and twenty-six non-hosted. The number of permit applications was very high in 2018 (31) and 2019 (30). The numbers slowed in 2020 (11), and in 2021 (8).

Only about a dozen of the hosted permits that were acquired before the non-hosted permit was eliminated were applied for to use. According to staff surveys of the applicants, most got the hosted permit just so they could get the non-hosted. There are 59 hosted short-term rental permits and 26 of those were obtained with non-hosted permits. The total of non-hosted short-term rental permits is 26 and since the County no longer allows this type of short-term rental there will be no more unless the code is updated.

Currently, a person may only have one property with a short-term rental permit associated with it in the County.

On the open space, rural residential, one-family residential, and one-family residential mobile home combined zones there can be two hosted rental permits, per property, (in case there is a second unit such as an ADU on the property), but the owner or a designated representative must be on the property during the short-term rental period. In the multiple-family 2-unit zone only one hosted short-term rental permit is allowed and these also must have the owner or designated representative on the property during the rental period.

**Violations**

Short-term rentals without permits and those operating in a way that are in conflict with a granted permit are considered zoning violations. The County contracted with Host Compliance to help track unpermitted short-term rentals. Planning and code enforcement staffs also receive complaints regarding short-term rentals. The county code enforcement officer handles all of the complaints and notifies the planning department. Presently, there are no short-term rental violations under review.

How many are enough?

Staff has been asked on several occasions whether there are enough short-term rentals in the county now and have even been told that there are too many in particular areas. These comments have been submitted mainly by people who do not like them in their neighborhood as they are perceived as degrading to the residential character of certain places and/or have had an unpleasant experience with one. Staff has also been informed that short-term rentals are taking away long-term rental opportunities in some communities (primarily Lone Pine). This is difficult at best to prove, but warrants some attention since the county is in need of housing and any program that may be hindering housing availability should be reviewed.

How many short-term rentals the County should have and where they should be allowed is a matter of policy direction from the Board of Supervisors and that decision should come from a review of available information. To do this, staff prepared an evaluation of existing housing units compared to the number of short-term rentals by area. The number of units available was determined with assessor data by creating a pool of parcels that have a dwelling unit(s) built on them and are in a zone that allows for short-term rentals. This includes: open space, rural residential, one-family residential, one-family residential mobile home combined, and multiple residential-2 units. There are a total of 4,565 housing units in the County that fit into this criteria. Presently, with the 85-short-term rental permits and 4,565-dwelling units, about 1.8-percent of dwelling units in the County have a short-term rental permit associated with them.

To further break this down by area, staff used the existing cannabis license areas to evaluate if there are concentrations of short-term rentals in specific areas. Cannabis business license areas were used as they have proven to be effective in the allocation of cannabis business licenses and people are already familiar with them. Different areas can be used if the Board so chooses, for example by neighborhood or community. The breakdown of short-term rentals by cannabis license areas is as follows:

Area	Dwelling Units	Short-term Rental Permits (hosted & non-hosted)	Percentage
1	1,071	18	1.7
2	45	0	0
3	1,080	18	1.7
4	1,151	10	0.87
5A	671	32	4.7
5B	117	1	0.85
5C	41	0	0
5D	119	5	4.2
5E	50	0	0
5F	168	1	0.6
5G	52	0	0
TOTAL	4,565	85	1.8

\*Maps attached.

Area 5A that includes Lone Pine and the Alabama Hills at 4.7-percent and 5D with Darwin and Keeler at 4.2-percent have the highest percentages of short-term rentals in the County. The rest have percentages lower than the County's overall percentage and several have no permitted short-term rentals.

How could the number of permits be regulated?

There are several ways that the County could regulate the number of short-term rental permits. One would be to implement a short-term rental business license similar to the cannabis business license, where only so many per area would be allowed, or a decided percentage of the total dwelling units per area could also be used. A full county business license program could also be developed that would include short-term rentals. Determining a cap on the number of short-term rental permits might also be developed and applied to the landuse permitting process as is currently done. A specific number or percentage of permits or licenses will have to be developed for any of these methods to work. A limit on the number of days per year for each short-term rental could also be

established or the County could also decide not to allow any more short-term rental permits and leave it status quo with what is already approved.

Many other jurisdictions throughout the State, especially those with high visitation rates or tourist based economies, are grappling with the same issues and questions as Inyo County. Mono County recently put a moratorium on new short-term rentals. Other jurisdictions have also implemented moratoriums, while others have come up with caps. For example, Sonoma County is exploring a 10-percent cap; the City of Encinitas 3-percent; and, East Placer County in the Tahoe area a 25-percent cap. There is clearly a large range in what individual jurisdictions see as an appropriate amount of short-term rentals. A cap on the number of Inyo County's short-term rentals would likely be best designed by area since some places in the County are in much more demand for short-term rental use than others. This is directly related to their proximity to tourist attractions. Other areas might benefit from less restrictive short-term rental regulations as an economic development strategy. There is also a benefit to lower income homeowners and seniors to having short-term rental income. It can help offset mortgage and property tax costs that can, in turn, lower the odds of displacement without the concerns that many perceive as coming with longer term renters.

Others ideas for regulating are: imposing a limitation on how many days a year a short-term rental can be rented out, for example the City of San Francisco has a 90-day per year limit on short-term rentals. This could also include requiring that the owner live in the dwelling the rest of the year. The City of San Diego is implementing a lottery for their existing short-term rental permits. Inyo County could use a similar lottery system for new permits; again this would be based on a defined cap on the number of short-term rentals.

With regard to the availability of housing, the County is being asked to make major changes to its zoning code and General Plan as part of the 6th Cycle Housing Element Update. These proposed changes will be presented to the Board soon, but as a preview for how this might tie into short-term rentals, some of these changes are to the residential zoning districts' design standards. These would primarily to be to create smaller lot size requirements and reduced setbacks to entice subdivision and higher density development; an Accessory Dwelling Unit (ADU) promotional program, again to promote higher densities; and, by right residential use in the County's Central Business Zone. For some of these changes, such as an ADU development program, short-term rental restrictions might be appropriate and will be part of the discussion as the Housing Element Update is completed.

The short-term rental program in the County overall has been successful with respect to property owners being able to generate income from their property along with the very few nuisance complaints they have generated. Losses of permanent housing is, however, a serious issue in the County and staff is seeking direction from the Board on how to proceed in the short-term rental evaluation and possible changes with regard to the County's housing issues.

#### **BACKGROUND/HISTORY OF BOARD ACTIONS:**

#### **ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

#### **OTHER AGENCY INVOLVEMENT:**

#### **FINANCING:**

General fund resources are utilized for this review and for the code enforcement portion of the short-term rental ordinance implementation. Short-term rental permits are subject to permit fees on a cost recovery basis.

#### **ATTACHMENTS:**

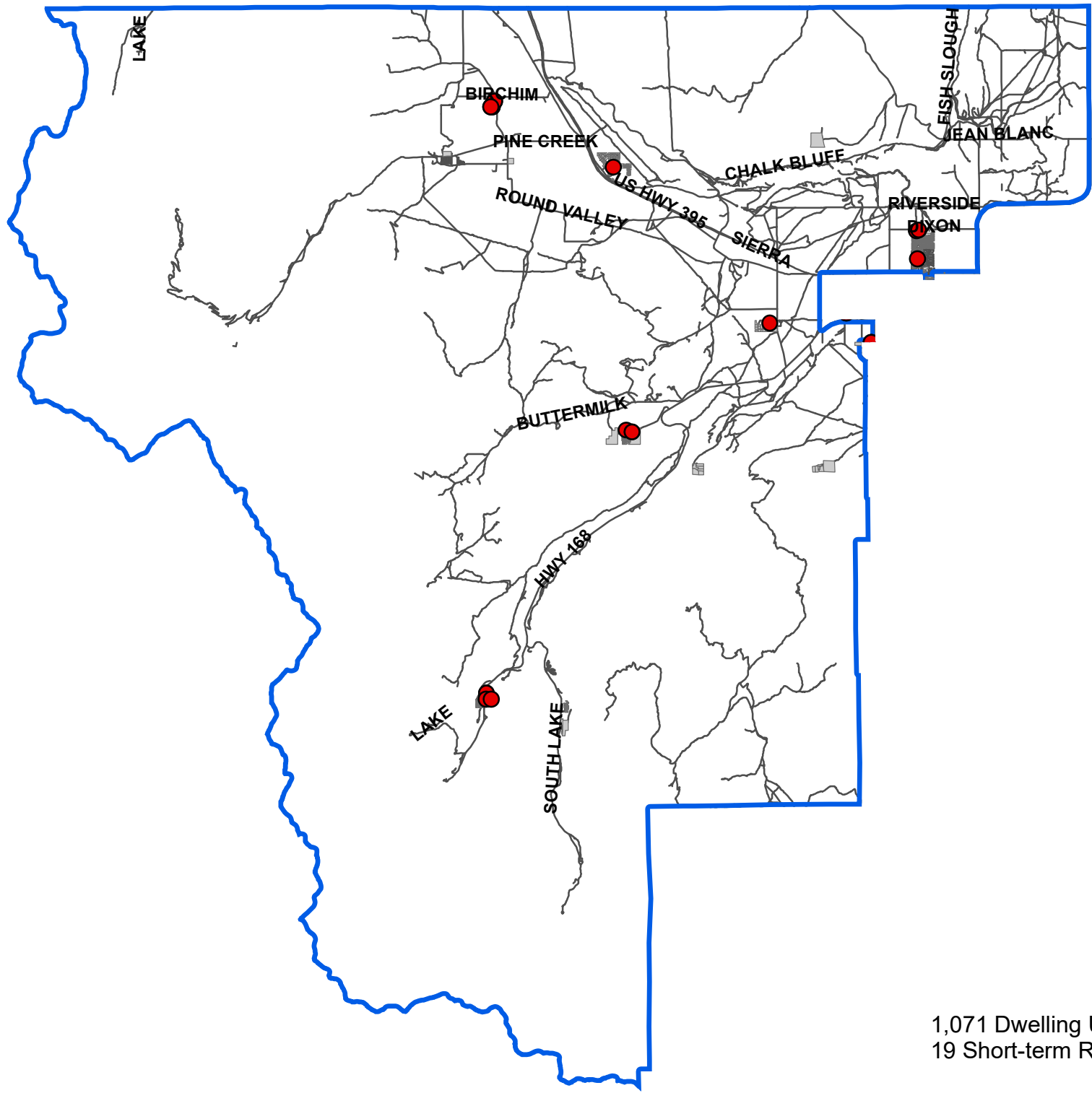
1. Short-Term Rentals by Cannabis BL Area

**APPROVALS:**

Cathreen Richards  
Leslie Chapman  
Darcy Ellis  
John Vallejo  
Cathreen Richards

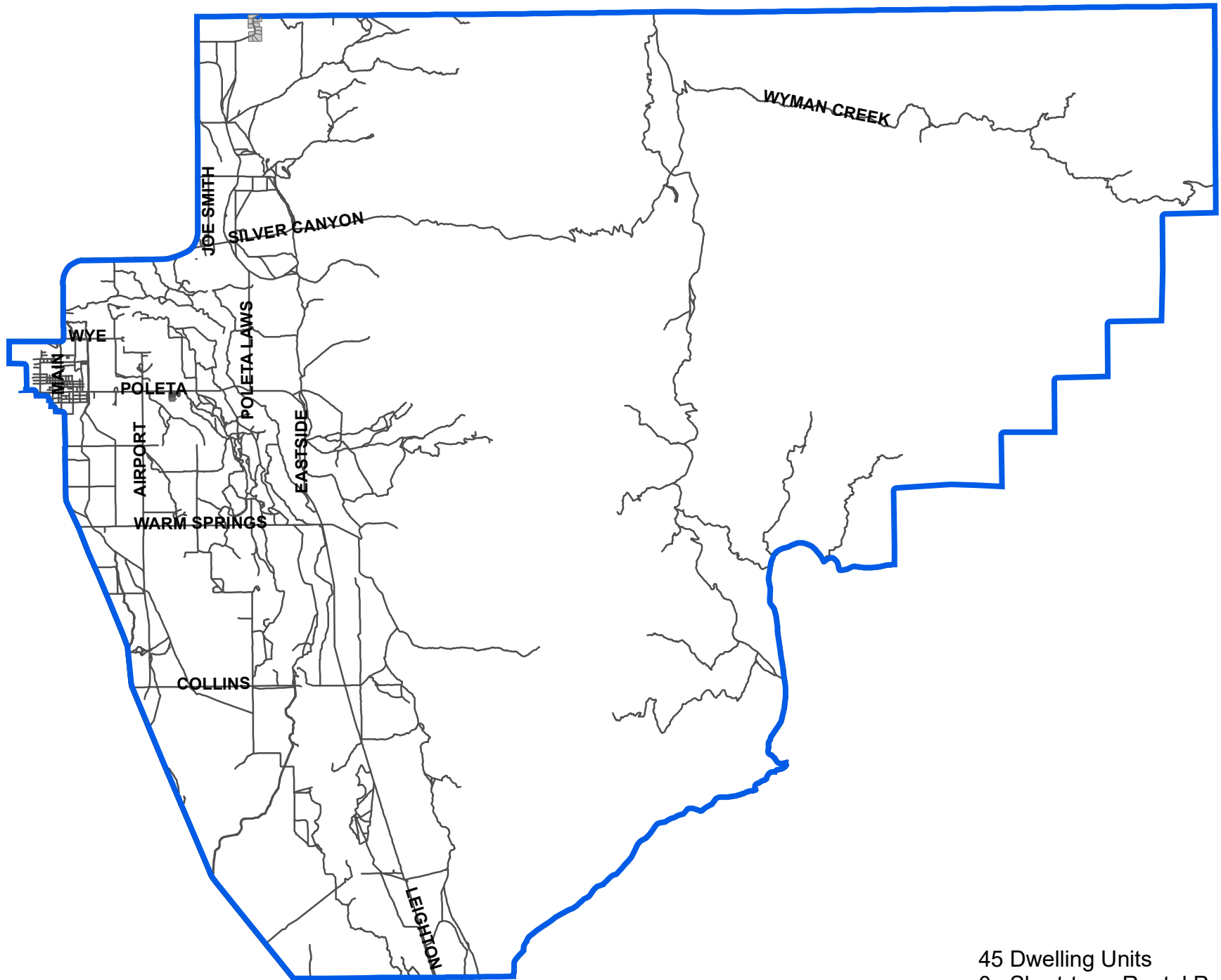
Created/Initiated - 5/31/2022  
Approved - 6/2/2022  
Approved - 6/2/2022  
Approved - 6/2/2022  
Final Approval - 6/2/2022

Area 1



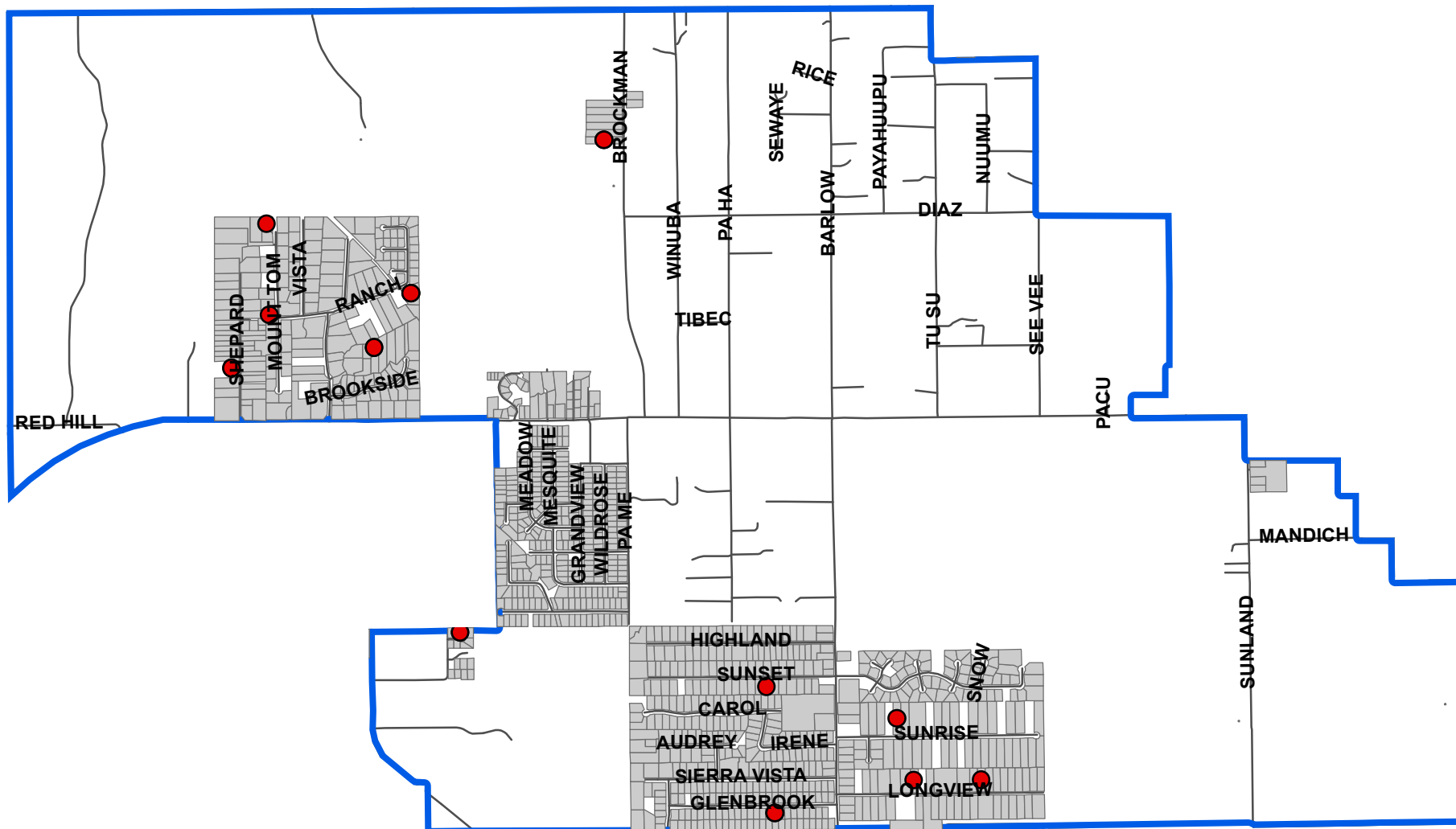
1,071 Dwelling Units  
19 Short-term Rental Permits

Area 2



45 Dwelling Units  
0 Short-term Rental Permits

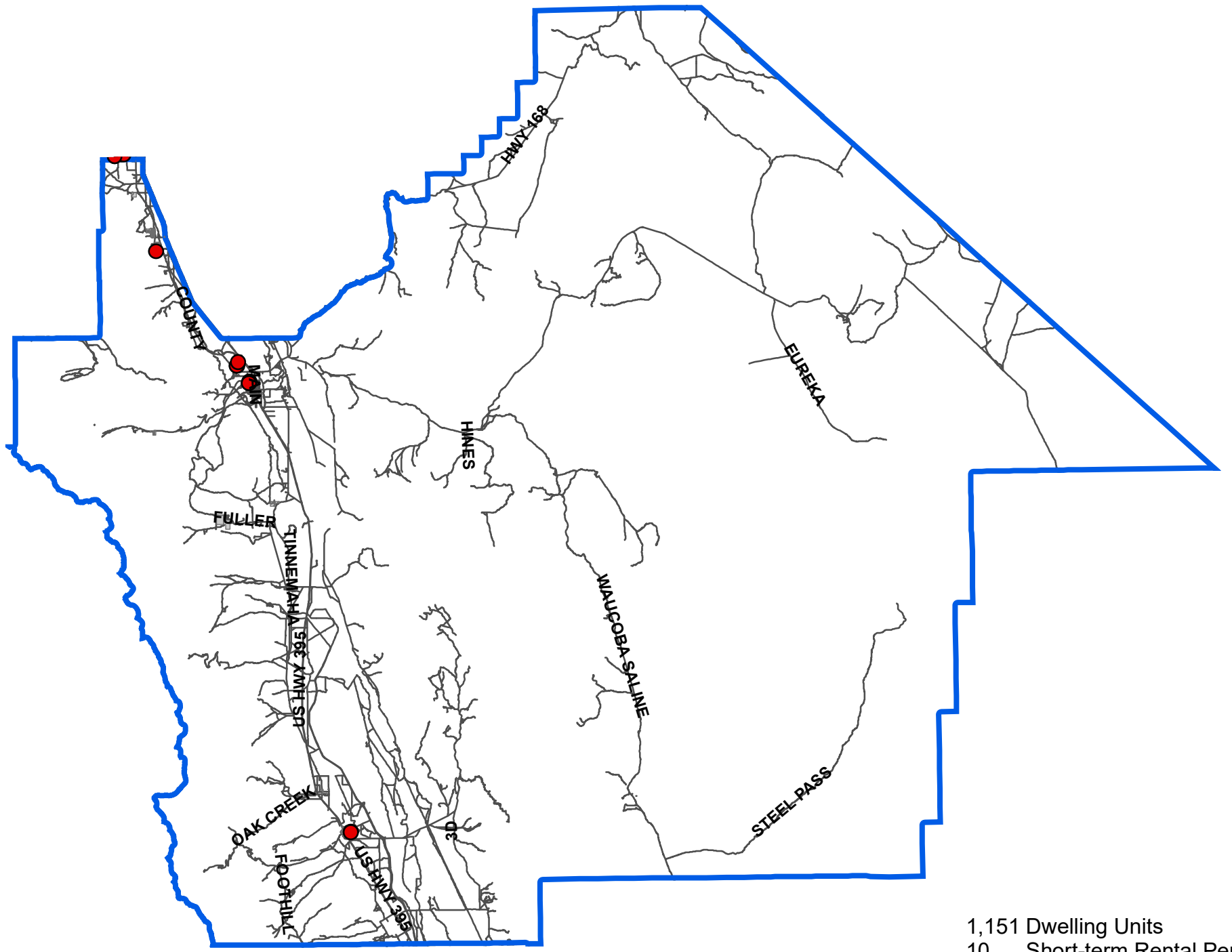
Area 3



1,080 Dwelling Units  
18 Short-term Rental Permits

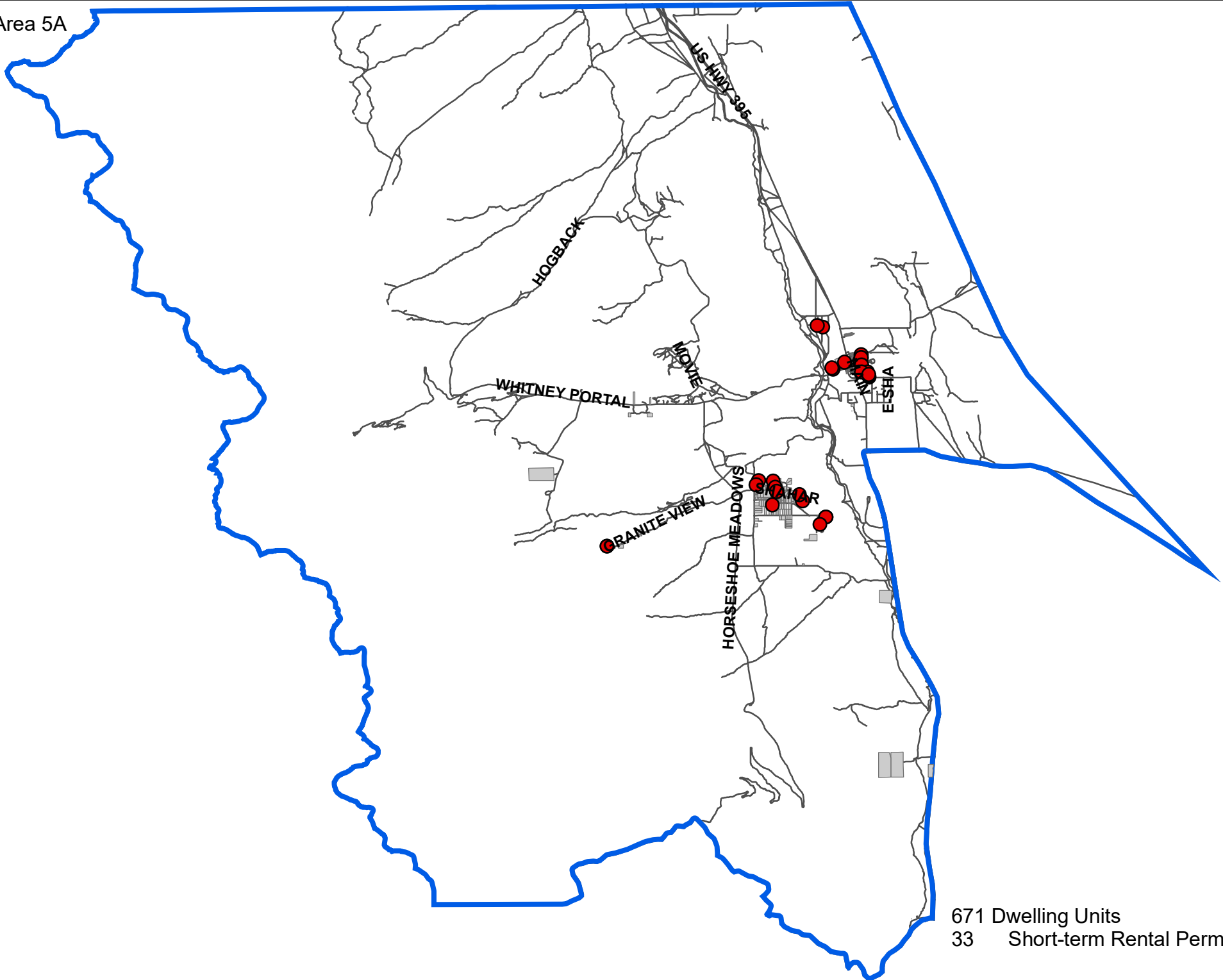


Area 4



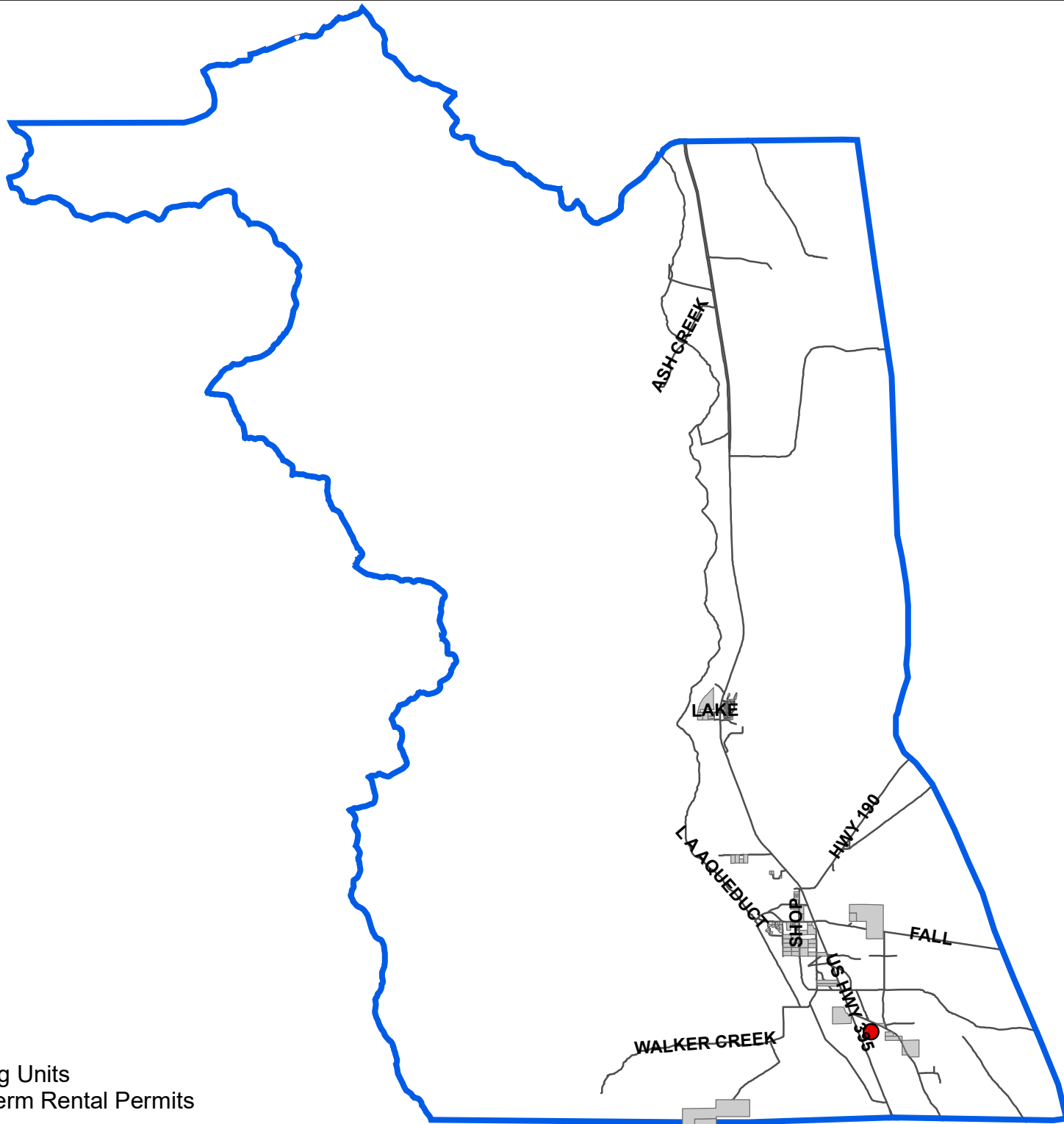
1,151 Dwelling Units  
10 Short-term Rental Permits

Area 5A



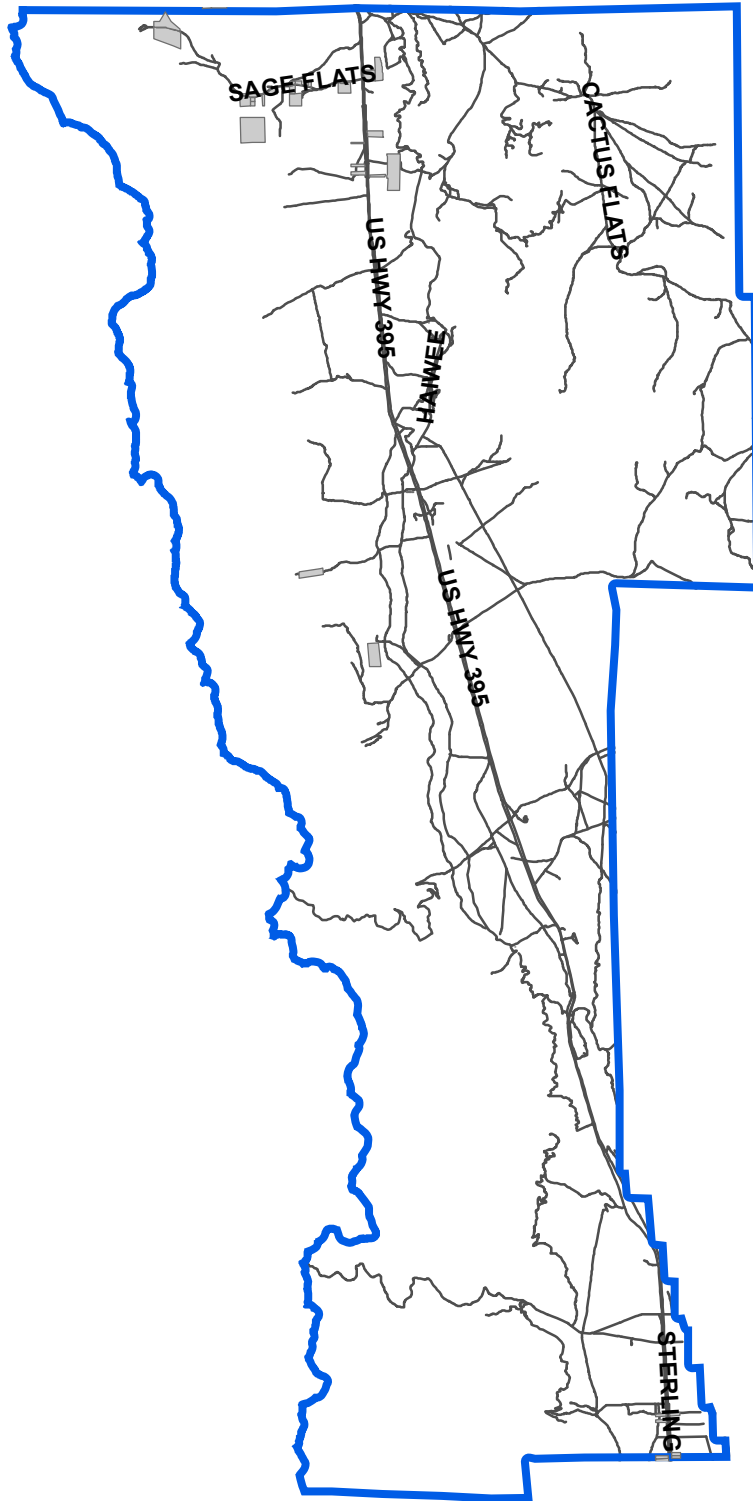
671 Dwelling Units  
33 Short-term Rental Permits

Area 5B



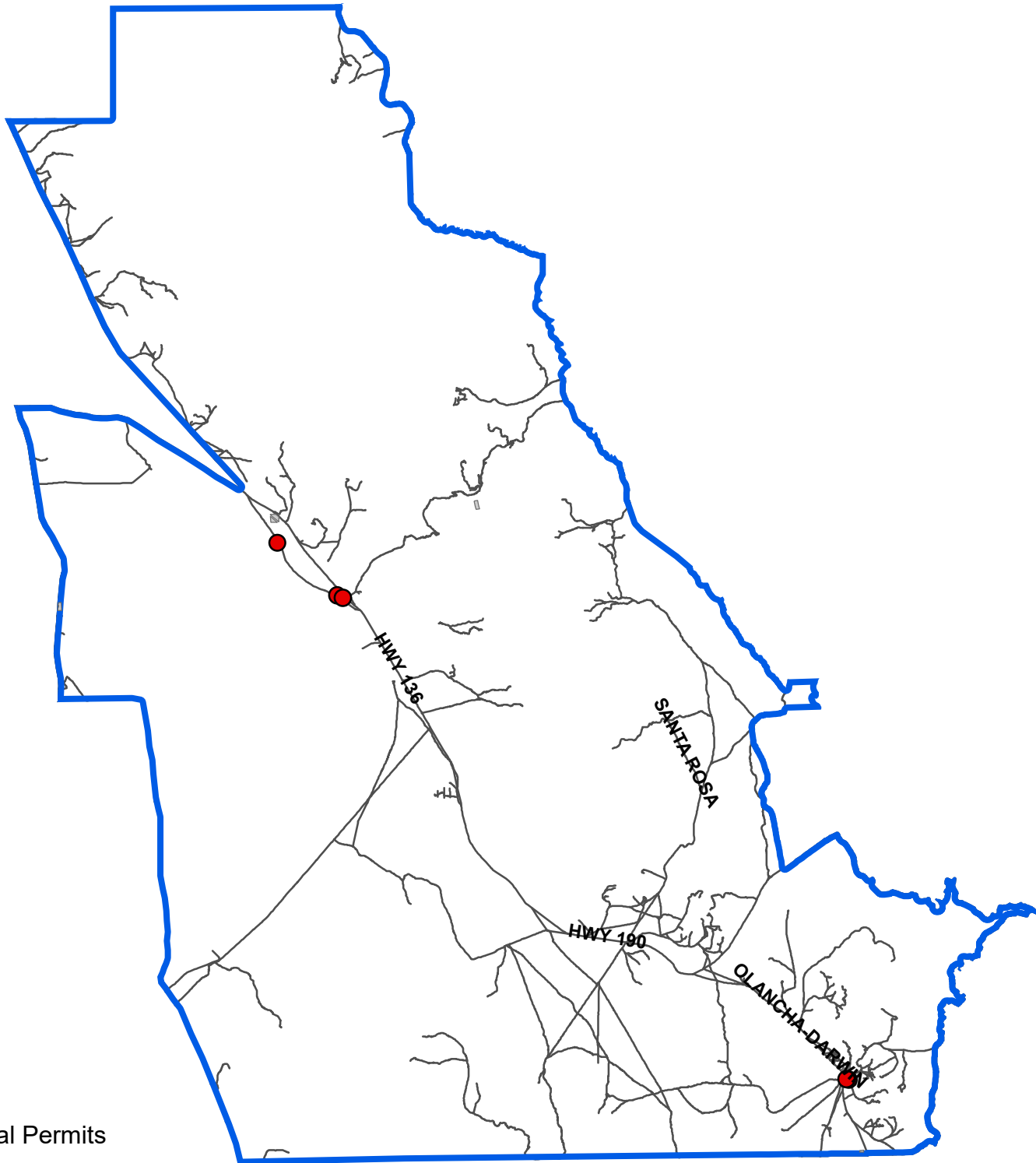
117 Dwelling Units  
1 Short-term Rental Permits

Area 5C



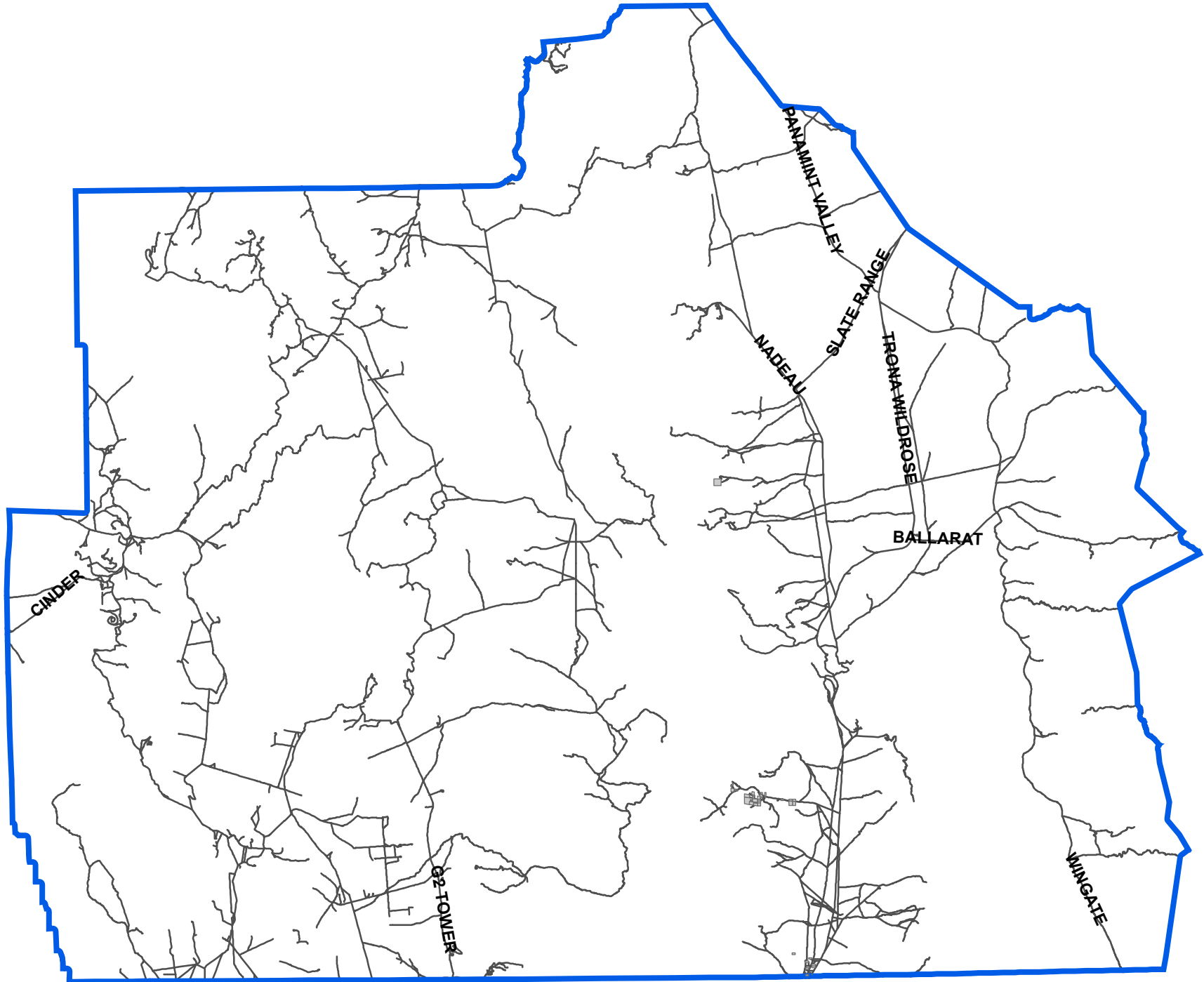
41 Dwelling Units  
0 Short-term Rental Permits

Area 5D



119 Dwelling Units  
5 Short-term Rental Permits

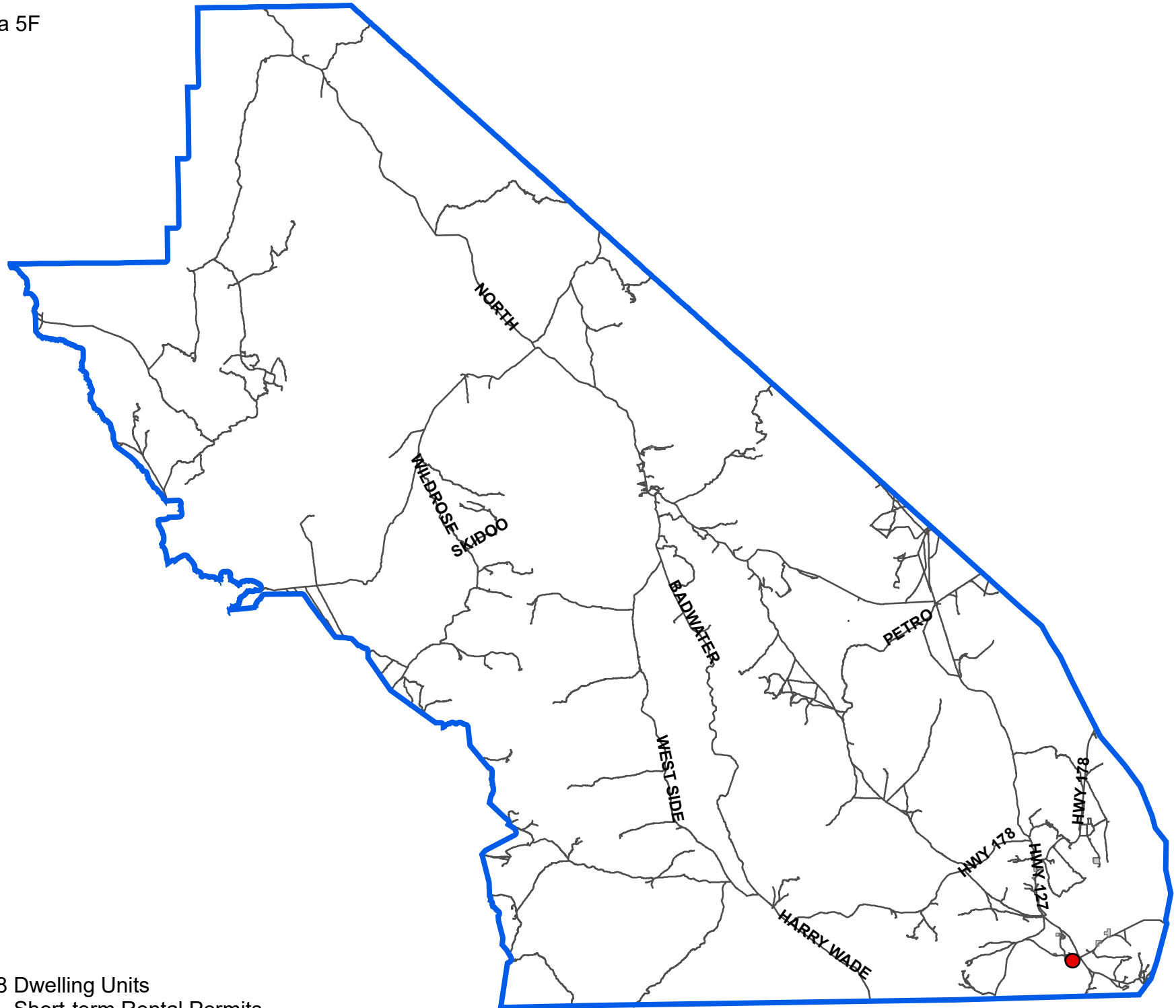
Area 5E



50 Dwelling Units

0 Short-term Rental Permits

Area 5F



168 Dwelling Units  
1 Short-term Rental Permits

Area 5G



52 Dwelling Units  
0 Short-term Rental Permits





NORTHERN INYO HEALTHCARE DISTRICT  
*One Team. One Goal. Your Health.*

# NORTHERN INYO HEALTHCARE DISTRICT

150 Pioneer Lane  
Bishop, California  
93514  
(760) 873-5811

## Board of Directors

- ◆ Jody Veenker,  
Chair
- ◆ Mary Mae  
Kilpatrick,  
Vice Chair
- ◆ Topah  
Spoonhunter,  
Secretary
- ◆ Jean Turner,  
Treasurer
- ◆ Robert Sharp,  
Member at Large
- ◆ Kelli Davis, MBA  
CEO

## Mission

**Web Site**  
[www.nih.org](http://www.nih.org)

May 24, 2022

Inyo County Board of Supervisors  
P.O Drawer N  
Independence, CA 93526

Dear County Board of Supervisors:

Pursuant to the enclosed copy of Resolution 22-09, adopted by the Northern Inyo Healthcare District Board of Directors on May 18, 2022, we respectfully request permission to hold the Healthcare District election of directors at the time of the general election on November 8, 2022.

Also enclosed please find a copy of our Notice of Election Filed with the Inyo County Clerk.

Thank you for your consideration of this request.

Respectfully,

Erika Hernandez  
Northern Inyo Healthcare District  
760-873-2079  
[Erika.hernandez@nih.org](mailto:Erika.hernandez@nih.org)

Enclosures

RECEIVED

MAY 27 2022

Inyo County Administrator  
Clerk of the Board

**RESOLUTION NO. 22-09**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
NORTHERN INYO HEALTHCARE DISTRICT  
REQUESTING CONSOLIDATION OF ELECTION**

WHEREAS, it is necessary that three (3) directors be elected to the Board of Directors of Northern Inyo Healthcare District, one each from Zones II, III, and V of said District; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Northern Inyo Healthcare District that it request that the Board of Supervisors of the County of Inyo, State of California, consolidate said election of directors with the statewide election to be held on November 8, 2022; and,

BE IT FURTHER RESOLVED THAT THE Hospital Chief Executive Officer be, and is hereby directed to file copies of this Resolution with said Board of Supervisors of the County of Inyo, State of California, and the County Clerk-Recorder, Registrar of Voters of said County.

Adopted, signed and approved this 18th day of May, 2022.

  
\_\_\_\_\_  
Jody Veenker, Chair

Attest:

  
\_\_\_\_\_  
Topah Spoonhunter, Secretary

# Notice to County Clerk of Elective Offices to be Filled and Transmittal of Map and Boundaries

(Residential and Landowner Voting Districts)

(Elections Code §10509, 10522, 10524)

NORTHERN INYO HEALTHCARE DISTRICT

(Name of District)

To the County Clerk of Inyo County.

- (1) Notice is hereby given that the elective offices of the district to be filled at the General District Election on November 8, 2022 are as follows:

2 yr. ZONE # 5 - BOARD MEMBER      4 yr. ZONE # 3 - BOARD MEMBER  
ZONE # 2 - BOARD MEMBER

- (2) The divisions of the district, if any, in which a director is to be elected is as follows:<sup>1</sup>

SEE ATTACHED ZONE DISTRICTS AND MAP

- (3) The elective officers of the district to be elected are as follows:<sup>2</sup>

Name of officers: ZONE # 2, JEAN TURNER  
ZONE # 3, ROBERT SHARP  
ZONE # 5, TOPAH SPOONHUNTER

- (4) A map showing the boundaries of the district and the boundaries of the divisions of the district, if any, within this county is attached hereto.

- (5) The qualifications of a nominee and of an elective officer of the district are as follows:<sup>3</sup>

RESIDENT ELECTOR WITHIN THE DISTRICT OR DIVISION THERE OF, IN ANY

- (6) The <sup>4</sup>CANDIDATE is to pay for the publication of a Candidate's Statement, pursuant to E.C. §13307.

- (7) Measures, if any:<sup>5</sup>

Dated: 5/24/2022



(District Secretary) ERICKA D. HERNANDEZ

<sup>1</sup> Insert name or number designating the division as it is to appear on the ballot

<sup>2</sup> If officers are to be elected by division write NONE in this space

**Commissioners**  
**Samantha Murray**, President  
Del Mar  
**Erika Zavaleta**, Vice President  
Santa Cruz  
**Jacque Hostler-Carmesin**, Member  
McKinleyville  
**Eric Sklar**, Member  
Saint Helena  
**Vacant**, Member

STATE OF CALIFORNIA  
Gavin Newsom, Governor

**Melissa Miller-Henson**  
**Executive Director**  
P.O. Box 944209  
Sacramento, CA 94244-2090  
(916) 653-4899  
[fgc@fgc.ca.gov](mailto:fgc@fgc.ca.gov)  
[www.fgc.ca.gov](http://www.fgc.ca.gov)

## Fish and Game Commission



*Wildlife Heritage and Conservation  
Since 1870*

### MEETING AGENDA June 15-16, 2022

#### Participate in Person

California Department of Transportation  
Conference Room 1.040 (1st Floor)  
100 S. Main Street  
Los Angeles, CA 90012

Trinidad Rancheria  
Administrative Office Conference Room  
1 Cher-Ae Lane  
Trinidad, CA 95570

#### Participate via Webinar/Teleconference

*The meeting will be live streamed; visit [www.fgc.ca.gov](http://www.fgc.ca.gov) the day of the meeting to watch or listen. To provide public comment during the meeting, please join at an in-person location, via Zoom, or by telephone; [click here for instructions on how to join.](#)*

**Note:** See important meeting deadlines and procedures, including written public comment deadlines, starting on page 12. Unless otherwise indicated, the California Department of Fish and Wildlife is identified as Department.

**Invitation:** The Commission invites members of the public to join commissioners and staff for a field trip that will take place Wednesday night to observe a California grunion run— a species of marine fish found only along the coast of southern California and northern Baja California. Details will be available in advance of the Commission meeting. Members of the public are welcome to join, but must provide their own transportation.

**Day 1 – June 15, 2022, 8:30 AM**

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#### CALL TO ORDER/ROLL CALL TO ESTABLISH QUORUM

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1. Consider approving agenda and order of items

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#### DISCUSSION AND ACTION ITEMS

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2. **Recognition of former Commission president**  
Recognize former President Peter S. Silva for his commitment and service to the Commission.

3. **Commission executive director and Department reports**  
Receive updates on items of note since the previous Commission meeting.
  - (A) **Commission executive director's report**
    - I. Justice, equity, diversity and inclusion update
  - (B) **Department director and Law Enforcement Division**
4. **Wildlife Prosecutor of the Year**  
Announce recipient of the Commission's annual Wildlife Prosecutor of the Year award, consistent with the Commission's policy adopted in 2016.
5. **Western Joshua tree**  
Consider the petition, the Department's status review report, and comments received to determine whether listing western Joshua tree (*Yucca brevifolia*) as threatened under the California Endangered Species Act (CESA) is warranted.  
(Pursuant to sections 2075 and 2075.5, Fish and Game Code)  
Note: Findings will be adopted at a future meeting.
6. **Temblor legless lizard**  
Consider and potentially act on the petition, Department's evaluation report, and comments received to determine whether listing Temblor legless lizard (*Anniella alexanderae*) as threatened or endangered under CESA may be warranted.  
(Pursuant to sections 2074 and 2074.2, Fish and Game Code)
7. **Milo Baker's lupine**  
Consider the petition, the Department's status review report, and comments received to determine whether changing the status of Milo Baker's lupine (*Lupinus milo-bakeri*) from threatened to endangered under CESA is warranted.  
(Pursuant to sections 2075 and 2075.5, Fish and Game Code)  
Note: Findings will be adopted at a future meeting.

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## CONSENT ITEMS

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Note: Items on the consent calendar are expected to be routine and non-controversial. After public comment, the Commission will consider approving items on the consent calendar in a single vote without discussion. The presiding commissioner may choose to remove any item from the consent calendar and allow a separate discussion and potential action on that item in response to a request by a Commission member, staff, or an interested person.

8. **White Seabass Fishery Management Plan**  
Receive the Department's White Seabass Fishery Management Plan 2020-2021 Annual Review report.  
(Pursuant to Section 5.9, White Seabass Fishery Management Plan)
9. **Pink (ocean) shrimp fishery management plan implementing regulations**  
Consider adopting proposed additions and amendments to existing prawn or shrimp commercial trawling regulations that implement the *Pink (Ocean) Shrimp*, *Pandalus jordani*, *Fishery Management Plan*.  
(Add sections 56.00 and 56.01 and amend sections 120, 120.1 and 705, Title 14, CCR)

**10. Clarification of allowed and prohibited use for state marine recreational management areas (SMRMAs)**

Consider adopting proposed regulations to clarify allowed and prohibited uses for SMRMAs.

(Amend subsections 632(b)(9), (37), (41), (42) and (91), Title 14, CCR)

**11. Kelp Harvest Plan**

Receive updated kelp harvest plan proposed by Sustainable Ocean Harvest, LLC for mechanical harvest of giant kelp (*Macrocystis pyrifera*) in leasable administrative kelp beds 29, 30, 31, 32 (Santa Barbara County) and open beds 114 and 117 (Santa Barbara County); and receive Department recommendation.

(Pursuant to Section 165(c)(6), Fish and Game Code)

*Potential action is expected to be scheduled for the August 17-18, 2022 meeting.*

**12. Five-year private lands wildlife habitat enhancement and management area (PLM) plans**

Consider approving five-year PLM plans and 2022-2026 licenses for 4 properties.

(Pursuant to Section 601, Title 14, CCR)

- (A) Butte County
  - I. Deseret Farms
- (B) Humboldt County
  - I. Stover Ranch
- (C) Lassen County
  - I. Ash Valley Ranch
  - II. Walton Homestead Family, LLC
- (D) Modoc County
  - I. Lookout Ranch
- (E) Shasta County
  - I. Jerusalem Creek Ranch
  - II. Rickert Ranch
- (F) Tehama County
  - I. El Rancho Rio Frio

**13. Annual PLM plans**

Consider approving annual PLM plans and 2022/2023 licenses for 44 properties.

(Pursuant to Section 601, Title 14, CCR)

- (A) Butte County
  - I. Llano Seco Ranch
  - II. Soper-Wheeler Ranch
- (B) Butte/Tehama Counties
  - I. Rock Creek Ranch
- (C) Calaveras County
  - I. Ordway Ranch
- (D) Glenn County
  - I. Anderson Ranch
  - II. Bird Haven Ranch
  - III. Spurlock Ranch

- (E) Humboldt/Trinity Counties
  - I. Wilkinson Hunting Club
- (F) Lassen County
  - I. Clarks Valley Ranch
  - II. Dixie Valley Ranch
  - III. Five Dot Ranch Avila Unit
  - IV. Five Dot Ranch Horse Lake Unit
  - V. Five Dot Ranch School Section Unit
  - VI. Five Dot Ranch Tunnel Springs Unit
  - VII. Five Dot Ranch Willow Creek Unit
  - VIII. Kramer Ranch
  - IX. Mendiboure Cold Springs Ranch
  - X. Mendiboure Ranch
  - XI. Observation Peak Ranch
  - XII. Red Rock Ranch
- (G) Los Angeles County
  - I. Santa Catalina Island
- (H) Mendocino County
  - I. Four Pines Ranch
  - II. R-R Ranch
  - III. Spring Valley Ranch
- (I) Modoc County
  - I. Basin View Ranch
  - II. Roberts Ranch
  - III. SL Ranch
- (J) Monterey County
  - I. Bardin Ranch
- (K) San Bernardino County
  - I. Big Morongo Springs Ranch
- (L) Shasta County
  - I. Black Ranch
  - II. Clover Creek Ranch
  - III. Duncan Creek Ranch
  - IV. Hathaway Oak Run Ranch
  - V. JS Ranch
- (M) Siskiyou County
  - I. Long Prairie Farms
  - II. Pondosa
  - III. Red Rock Valley Farms
- (N) Santa Clara County
  - I. Coon Creek Ranch
- (O) San Joaquin County
  - I. Corral Hollow Ranch
- (P) Solano County
  - I. Buckeye Ranch
- (Q) Tehama County
  - I. Big Bluff Ranch
  - II. Little Dry Creek Ranch

- III. Salt Creek Ranch
- (R) Yuba County
  - I. Sugarloaf-Bangor Ranch

**14. Initial PLM plans**

Consider approving initial PLM plans and 2022-2026 licenses for 5 properties.  
(Pursuant to Section 601, Title 14, CCR)

- (A) Butte County
  - I. Angel Slough
  - II. M&T Chico Ranch
- (B) Shasta County
  - I. Kampmann Ranch
- (C) Tehama County
  - I. Mill Creek Ranch
- (D) Yolo County
  - I. Smith Flat Ranch

**15. Inyo rock daisy**

Receive the Department's 90-day evaluation report on the petition to list Inyo rock daisy (*Perityle inyoensis* synonym *Laphamia inyoensis*) as threatened or endangered under CESA.  
(Pursuant to Section 2074, Fish and Game Code)

**16. Duck stamp expenditure proposals**

Consider approving proposed Duck Stamp projects from the Duck Stamp Dedicated Account funds for Fiscal Year 2022-23.  
(Pursuant to Section 3702, Fish and Game Code)

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**GENERAL PUBLIC COMMENT**

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**17. General public comment for items not on the agenda**

Receive public comment regarding topics within the Commission's authority that are not included on the agenda.

Note: *New petitions for regulation change submitted since the previous meeting are now received under the agenda item "Regulation change petitions."*

Note: The Commission may not discuss or take action on any matter raised during this item, except to decide whether to place the matter on the agenda of a future meeting (sections 11125 and 11125.7(a), California Government Code).



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**CALL TO ORDER/ROLL CALL TO ESTABLISH QUORUM**

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**PUBLIC COMMENT**

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**18. General public comment for items not on the agenda**

Receive public comment regarding topics within the Commission’s authority that are not included on the agenda.

Note: *New petitions for regulation change submitted since the previous meeting are now received under the agenda item “Regulation change petitions.”*

Note: The Commission may not discuss or take action on any matter raised during this item, except to decide whether to place the matter on the agenda of a future meeting (sections 11125 and 11125.7(a), Government Code).

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**DISCUSSION, ACTION, AND INFORMATIONAL ITEMS**

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**19. Recreational sub-bag limits for vermilion, copper and quillback rockfishes emergency**

Discuss and consider adopting a 90-day extension of emergency regulations for sub-bag limits for vermilion rockfish, quillback rockfish, and copper rockfish.

(Amend Section 28.55, Title 14, CCR)

**20. Recreational and commercial fishing regulations for federal groundfish and associated species**

Consider authorizing publication of notice of intent to amend recreational and commercial regulations for federal groundfish and associated species for consistency with federal rules in 2023 and 2024.

(Amend sections 27.20, 27.25, 27.30, 27.35, 27.40, 27.45, 27.50, 28.26, 28.27, 28.28, 28.29, 28.47, 28.48, 28.49, 28.54, 28.55, 28.56, 28.58, 52.10, 150.06 and 150.16, Title 14, CCR)

**21. Pending aquaculture lease amendment requests**

(A) ***Hog Island Oyster Company***

Consider approving Department recommendation to authorize harvest of edible macroalgal species naturally recruited on aquaculture gear for state water bottom lease nos. M-430-10, M-430-11, M-430-12, and M-430-15 in Tomales Bay.

(Pursuant to Section 15400, Fish and Game Code)

**22. Game fish contests**

Consider adopting proposed amendments to game fish contest regulations.

(Amend Section 230, Title 14, CCR)

**23. Low flow fishing restrictions due to drought conditions**

Discuss and consider adopting a 90-day extension of emergency regulations for low flow inland sport fishing restrictions due to drought conditions.

(Amend subsections 7.40(b)(40)(A) and 8.00(a) and (b), Title 14, CCR)

**24. Sport fishing regulation updates**

Discuss proposed amendments to freshwater and ocean sport fishing regulations. (Amend sections 2.00, 2.25, 2.30, 5.00, 5.15, 5.41, 5.75, 5.79, 5.85, 5.87, 7.40, 7.50, 8.00, and 29.85, Title 14, CCR)

**25. Regulation change petitions**

(A) ***New petitions***

Receive new petitions for regulation change. (Pursuant to Section 662, Title 14, CCR)

*Consideration of whether to grant, deny, or refer for additional review is expected to be scheduled for the August 17-18, 2022 meeting.*

(B) ***Previously received petitions***

Consider whether to grant, deny, or refer for additional review, petitions for regulation change received at previous meetings. Any petitions granted today will be added to the Commission's rulemaking calendar for development and future consideration.

(Pursuant to Section 662, Title 14, CCR)

- I. *Petition 2021-015*: Request to make shortfin corvina an official California game fish and change size limit to 15 inches
- I. *Petition 2022-04*: Request to revise boundaries of Vandenburg State Marine Reserve to allow some shore fishing
- II. *Petition 2022-05*: Request to change the way waterfowl reservations are drawn
- III. *Petition 2022-06*: Request to rename the Casino Point State Marine Conservation Area to commemorate Dr. Bill Bushing

**26. Non-regulatory requests from previous meetings**

Consider and potentially act on requests for non-regulatory action received from members of the public at previous meetings.

**27. Committee and Department reports**

Receive updates on items of note since the previous Commission meeting from Commission committees and Department divisions.

(A) ***Marine Resources Committee***

Discuss referred topics and consider revisions to topics and timing. Consider approving draft agenda topics for the next committee meeting on July 14, 2022.

(B) ***Department Marine Region***

(C) ***Wildlife Resources Committee***

Receive summary and consider approving recommendations from the May 19, 2022 committee meeting. Discuss referred topics and consider revisions to topics and timing.

(D) ***Department Wildlife and Fisheries Division, and Department Ecosystem Conservation Division***

(E) ***Tribal Committee***

Discuss referred topics and consider revisions to topics and timing. Consider approving draft agenda topics for the next committee meeting on August 16, 2022.

**28. Commission administrative items**

- (A) Legislation and other agency regulations
- (B) Rulemaking timetable updates
- (C) Next meeting – August 17-18, 2022
- (D) Discuss draft meeting dates and locations for 2023
- (E) New business

Adjourn

## EXECUTIVE SESSION

(Not Open to Public)

At a convenient time during the regular agenda of the meeting listed above, the Commission will recess from the public portion of the agenda and conduct a closed session on the agenda items below. The Commission is authorized to discuss these matters in a closed session pursuant to Government Code Section 11126, subdivisions (a)(1), (c)(3), and (e)(1), and Fish and Game Code Section 309. After closed session, the Commission will reconvene in public session, which may include announcements about actions taken during closed session.

- (A) Pending litigation to which the Commission is a Party
  - I. Almond Alliance of California et al. v. California Fish and Game Commission and California Department of Fish and Wildlife (bumble bees California Endangered Species Act determination)
  - II. The Ballona Wetlands Land Trust v. California Fish and Game Commission (Ballona Wetlands Ecological Reserve petition for regulation change)
  - III. California Construction and Industrial Materials Association et al. v. California Fish and Game Commission (western Joshua tree California Endangered Species Act determination)
  - IV. Albert Thomas Paulek v. California Fish and Game Commission (CEQA determination regarding Section 749.10, Title 14, CCR authorizing take of western Joshua tree under 2084)
  - V. Albert Thomas Paulek v. California Fish and Game Commission (CEQA determination regarding Sections 749.11 and 749.12, Title 14, CCR authorizing take of western Joshua tree under section 2084)
  - VI. Fall River Conservancy and California Trout v. California Fish and Game Commission and California Department of Fish and Wildlife (CEQA determination regarding amendments to inland trout regulations)
- (B) Possible litigation involving the Commission
- (C) Staffing
- (D) Deliberation and action on license and permit items

## California Fish and Game Commission 2022 Meeting Schedule

**Note: As meeting dates and locations can change, please visit [www.fgc.ca.gov](http://www.fgc.ca.gov) for the most current list of meeting dates and locations. All Commission meetings will include a webinar/teleconference option for attendance and every effort will be made to ensure that committee meetings include the same.**

Meeting Date	Commission Meeting	Committee Meeting
July 14		<b>Marine Resources</b> North Coast Regional Water Quality Control Board 5550 Skylane Blvd Santa Rosa, CA 95403
August 16		<b>Tribal</b> Fortuna
August 17-18	Fortuna	
September 15		<b>Wildlife Resources</b> Los Angeles/Inland Empire
October 12-13	Truckee	
November 17		<b>Marine Resources</b> San Diego area
December 13		<b>Tribal</b> San Diego area
December 14-15	San Diego area	

***\* Commission and committee meetings are anticipated to include a teleconference option, via webinar and/or phone.***

## **Other Meetings of Interest**

### **Association of Fish and Wildlife Agencies**

- September 18-21, 2022 – Fort Worth, TX

### **Pacific Fishery Management Council**

- September 7-14, 2022 – Boise, ID
- November 2-8, 2022 – Orange County, CA

### **Pacific Flyway Council**

- August 26, 2022 – Juneau, AK

### **Western Association of Fish and Wildlife Agencies**

- July 10-15, 2022 – Oklahoma City, OK

### **Wildlife Conservation Board**

- August 25, 2022 – Sacramento, CA
- November 17, 2022 – Sacramento, CA

## Important Commission Meeting Procedures Information

### Welcome to a Meeting of the California Fish and Game Commission

April marks the beginning 153 years of operation of the Commission in partnership with the California Department of Fish and Wildlife. Our goal is the preservation of our heritage and conservation of our natural resources through informed decision making; Commission meetings are vital in achieving that goal and we provide this information to be as effective and efficient toward that end. Welcome, and please let us know if you have any questions.

### Persons with Disabilities

Persons with disabilities needing reasonable accommodation to participate in public meetings or other Commission activities are invited to contact the Department's Equal Employment Opportunity (EEO) Office at [EEO@wildlife.ca.gov](mailto:EEO@wildlife.ca.gov). Accommodation requests for facility and/or meeting accessibility and requests for American Sign Language interpreters should be submitted at least two weeks prior to the event. Requests for real-time captioners should be submitted at least four weeks prior to the event. These timeframes are to help ensure that the requested accommodation is met. If a request for an accommodation has been submitted but is no longer needed, please contact the EEO Office immediately.

### Stay Informed

To receive meeting agendas and regulatory notices about those subjects of interest to you, visit the Commission's website, [www.fgc.ca.gov](http://www.fgc.ca.gov), to sign up on our electronic mailing lists.

### Submitting Written Comments

The public is encouraged to comment on any agenda item. Submit written comments by one of the following methods: E-mail to [fgc@fgc.ca.gov](mailto:fgc@fgc.ca.gov); mail to California Fish and Game Commission, P.O. Box 944209, Sacramento, CA 94244-2090; deliver to California Fish and Game Commission, 715 P Street, 16<sup>th</sup> Floor, Sacramento, CA 95814 (you must call at least one business day in advance to arrange delivery). Materials provided to the Commission may be made available to the general public.

### Comment Deadlines

The **Comment Deadline** for this meeting is **5:00 p.m. on June 2, 2022**. Written comments received at the Commission office by this deadline will be made available to Commissioners prior to the meeting.

The **Supplemental Comment Deadline** for this meeting is **noon on June 10, 2022**. Comments received by this deadline will be made available to Commissioners at the meeting.

Written comments will not be accepted after the supplemental comment deadline.

### Petitions for Regulation Change

Any person requesting that the Commission adopt, amend, or repeal a regulation must complete and submit form FGC 1, *Petition to the California Fish and Game Commission for Regulation Change* (as required by Section 662, Title 14, CCR), available at <https://fgc.ca.gov/Regulations/Petition-for-Regulation-Change>. To be received by the Commission at this meeting, petition forms must be delivered by the **Supplemental Comment Deadline** (or delivered in person at the meeting during the regulation change petitions agenda item). Petitions received at this meeting will be scheduled for consideration at the next

regularly scheduled business meeting, unless the petition is rejected under staff review pursuant to subsection 662(b), Title 14, CCR.

### **Non-Regulatory Requests**

All non-regulatory requests will follow a two-meeting cycle to ensure proper review and thorough consideration of each item. All requests submitted by the **Supplemental Comment Deadline** (or heard during general public comment at the meeting) will be scheduled for receipt at this meeting and scheduled for consideration at the next regularly scheduled business meeting.

### **Speaking at the Meeting**

**To speak on an agenda item in-person**, please complete a “speaker card” and provide it to the designated staff member before the agenda item is announced. Cards will be available near the entrance of the meeting room. Only one speaker card is necessary for speaking to multiple items.

**To speak on an agenda item by webinar/teleconference**, pre-registration via Zoom is requested and highly encouraged; please see the [instructions for joining the meeting](#) to pre-register. If you do not pre-register to speak, you will be asked to “raise” your hand either through the Zoom function or by pressing \*9 once on your phone when prompted at the beginning of the agenda item.

1. In-person speakers will be identified in groups; please line up when your name is called. Speakers by webinar/teleconference will be identified two at a time; please pay attention to when your name is called.
2. When addressing the Commission, please give your name and the name of any organization you represent, and provide your comments on the item under consideration.
3. If there are several speakers with the same concerns, please appoint a spokesperson and avoid repetitive testimony.
4. The presiding commissioner will allot between one and three minutes per speaker per agenda item, subject to the following exceptions:
  - a. The presiding commissioner may allow up to five minutes to an individual speaker if a minimum of three individuals who are present when the agenda item is called have ceded their time to the designated spokesperson, and the individuals ceding time forfeit their right to speak to the agenda item.
  - b. In-person participants ceding their time shall complete a speaker card and approach the staff table with the spokesperson so that staff may confirm the presence of those ceding their time. Those participating via Zoom and ceding their time to another speaker, must pre-register to speak on the agenda item, indicate in their registration to whom they are ceding their time, and be present on Zoom during the agenda item.
  - c. Individuals may receive advance approval for additional time to speak if requests for additional time to speak are received by email or delivery to the Commission office by the **Supplemental Comment Deadline**. The president or designee will approve or deny the request no later than 5:00 p.m. two days prior to the meeting.
  - d. An individual requiring an interpreter is entitled to at least twice the allotted time pursuant to Government Code Section 11125.7(c).



- e. An individual may receive additional time to speak to an agenda item at the request of any commissioner.

***Agenda items may be heard in any order and on either day pursuant to the discretion of the presiding commissioner.***

### **Visual Presentations/Materials**

All electronic presentations must be submitted by the ***Supplemental Comment Deadline*** and approved by the Commission executive director before the meeting.

1. Electronic presentations must be provided by email to [fgc@fgc.ca.gov](mailto:fgc@fgc.ca.gov). If the presentation file is too large to send via email, contact staff to identify an alternative method for submitting the file.
2. All electronic formats must be Windows PC compatible.
3. If presenting at the in-person meeting location, it is recommended that a print copy of any electronic presentation be submitted in case of technical difficulties.