SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
20-CDBG-CV-2-3-00154	

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

CONTRACTING AGENCY NAME
Department of Housing and Community Development (HCD)

CONTRACTOR NAME
County of El Dorado and City of Placerville

2. The term of this Agreement is:

START DATE
Upon HCD Approval

THROUGH END DATE
Twenty-Four (24) Months from the Effective Date

3. The maximum amount of this Agreement is:
$2,251,157.00

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	Authority, Purpose, and Scope of Work	8
	Exhibit B	Budget Detail and Payment Provisions	7
	Exhibit C *	State of California General Terms and Conditions	GTC 04/2017
+ -	Exhibit D	CDBG-CV2/3 Program Terms and Conditions	25
+ -	Exhibit E	Program Application	496
+ -	Exhibit F	Special Conditions	1
+ -	213 Addendum	Signature Block for the City of Placerville	1

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 El Dorado

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
3057 Briw Rd Suite/Office # B	Placerville	CA	95667

PRINTED NAME OF PERSON SIGNING	TITLE
Don Semon	Director of Health and Human Services Agency

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
Don Semon (Oct 25, 2021 17:30 PDT)	Oct 25, 2021

SCO ID:

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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
Department of Housing and Community Development (HCD)			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
2020 W. El Camino Avenue	Sacramento	CA	95833
PRINTED NAME OF PERSON SIGNING	TITLE		
For Shaun Singh	Contracts Manager		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
	11/9/2021		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		
	Exempt per SCM Vol. 1 4.04. A.3 (DGS memo dated 6/12/1981)		

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Don Semon	Director of Health and Human Services Agency

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	Exempt per SCM Vol. 1 4.04. A.3 (DGS memo dated 6/12/1981)		

EXHIBIT A

AUTHORITY, PURPOSE, AND SCOPE OF WORK

1. Authority & Purpose

This Standard Agreement (hereinafter "Agreement") will provide official notification of the conditional reservation of funds under the State of California's administration of the new federal funding for Community Development Block Grant Program for non-entitlement jurisdictions, tranches 2 and 3 (hereinafter, "CDBG-CV" or the "Program") by the Department of Housing and Community Development (hereinafter the "Department") pursuant to the Coronavirus Aid, Relief, and Economic Security (CARES) Act (Public Law No: 116-136), and the provisions of 42 U.S. Code (U.S.C.) 5301, et seq., 24 Code of Federal Regulations (CFR) Part 570, Subpart I , California Health and Safety Code Section 50825, et seq., the California State CDBG Program Guidelines in effect as of October 15, 2019, and, all as may be amended from time to time. In accepting this conditional reservation of funds by executing this Agreement, the Grantee agrees to comply with the terms and conditions of this Agreement, the Notice of Funding Availability (NOFA) under which the Grantee agrees to comply with the terms and conditions of this Agreement, the Notice of Funding Availability (NOFA) under which the Grantee applied, as identified in this document footer, the representations contained in the Grantee's application (the "Application") for this funding allocation, which is incorporated herein by reference and is included as a summary in Exhibit E, and the requirements of the authorities cited above. For activities funded outside of a NOFA, including activities funded through Program Income, and activities funded through Urgent Need, the Grantee agrees to comply with the terms and conditions of this Agreement, the representations contained in the Grantee's Application for activity funding, which is incorporated herein by reference and is included as a summary in Exhibit E, and the requirements of the authorities cited above. Any changes made to the submitted and awarded Application after this Agreement is executed must receive prior written approval from the Department. For purposes of this Agreement, use of the term "Grantee" shall be a reference to "Contractor".

2. Scope of Work

A. The Grantee shall perform the funded activities described in the Scope of Work (Work), including applicable National Objectives as represented in Exhibit E Sections I through IV, and the Application which is on file with the Department and which is incorporated herein by reference. All written materials or alterations submitted as addenda to the original Application and which are approved in

EXHIBIT A

writing by the Department are hereby incorporated as part of the Application. The Department reserves the right to require the Grantee to modify any or all parts of the Application in order to comply with CDBG-CV requirements. The Department reserves the right to monitor all Work to be performed by the Grantee, its contractors, and subgrantees in relation to this Agreement. Any proposed revision to the Scope of Work must be submitted in writing for review and approval by the Department and may require an amendment to this Agreement. Approval shall not be presumed unless such approval is made by the Department in writing.

B. For the purposes of performing the Scope of Work, the Department agrees to provide the amount(s) identified in Exhibit B, and as detailed in Exhibit E, Section VI, and Budget Worksheet. Unless amended in writing, the Department shall not be liable for any costs in excess of the total approved budget. The Department shall not, under any conditions, be liable for any unauthorized or ineligible costs or activities.

C. Except for General Program Administration, grant activity(ies) must meet one of the following three CDBG National Objectives:

- An activity that benefits low- and moderate-income (LMI) persons
- An activity designed to meet community development needs having a particular urgency. The activity must be designed to alleviate existing conditions which pose a serious and immediate threat to the health or welfare of the community which are of recent origin or which recently became urgent, and the recipient must demonstrate inability to finance the activity on its own and that other sources of funding are not available.
- An activity that aids in the prevention or elimination of slums or blight

3. Duplication of Benefits (DOB)

Pursuant to the Coronavirus Aid, Relief, and Economic Security (CARES) Act (Public Law No: 116-136) and described in FR-6218-N-01, the CDBG-CV Federal Register Notice, Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), as amended by section 1210 of the Disaster Recovery Reform Act (DRRA) of 2018, it is the Department's responsibility to ensure that each CDBG-CV activity provides assistance only to the extent that the project's funding needs have not been met by another source.

EXHIBIT A

Grantees must have on file with the Department duplication of benefits policies and procedures that include recapture requirements and processes. Grantees must report to the Department on DOB throughout the Agreement Term. DOB must be tracked at both the programmatic level and at the client service level. The Grantee must collect affidavits from program participants agreeing to repay any portion of proceeds determined to be a duplication of benefits, with such proceeds to be returned to the Grantee a and Grantee must re-capture funds from households that have received a DOB. The Department will recapture funds from Grantees with DOB(s).

Warning: Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

4. Effective Date and Commencement of Work

A. This Agreement is effective upon approval by the Department as evidenced by the Department representative's signature on page one of the fully executed Standard Agreement, STD 213.

B. The CARES Act provides that CDBG-CV funds may be used to cover or reimburse allowable costs of eligible activities to prevent, prepare for, and respond to coronavirus incurred by a Grantee after January 21, 2020. Pre-application costs, pre-agreement costs, and pre-award costs are permitted. However an environmental review must be performed and a release of funds must be obtained in accordance with 24 CFR part 58 prior to committing CDBG-CV funds to reimburse such costs. The CDBG-CV Grantee agrees that any Work toward the implementation of the project activity or program activity, as identified in Exhibit E, Section I through IV, will be subject to an environmental review prior to the execution of this Agreement by the Department and that this Agreement must be executed prior to reimbursement for pre-agreement costs incurred by the Grantee .

5. Term of Agreement and Performance Milestones

A. Term of Agreement: With the exception of the Grant Closing Requirements set forth in Exhibit B, Section 6, the Grantee shall complete the grant activity and/or activities on or before 24 months (two (2) years) from the Department's execution date identified on the STD 213 of this Standard Agreement. Any extensions beyond the 24 months will require the Department's approval and a contract amendment.

EXHIBIT A

B. Expenditure Deadline: All Program funds shall be expended no later than 24 months (two (2) years) from the final Department execution date of this Agreement as identified on the STD 213. All requests for funds must be submitted prior to the Expenditure Deadline.

1) Reporting Deadlines:

a) All activities except activities in support of new housing construction and activities in support of economic development must report final beneficiaries no later than sixty (60) days after the expiration of the Expenditure Deadline. Extensions for final reporting must be approved in writing by the Department.

b) For activities in support of new housing construction and economic development where housing units or jobs are dependent on off-site infrastructure development, the activity shall have an extended reporting term of two years (24 months) from the Expenditure Deadline to complete reporting of units constructed and occupied or jobs created or retained. Activities that do not meet the reporting deadline may be deemed ineligible and the Grantee may be required to repay all grant funds expended on the activity.

C. Milestones: Grantee shall timely adhere to project milestones as established in Exhibit E, Section V.

1) Failure to Meet Milestones:

a) Failure to meet the first milestone identified in Exhibit E, Section V, is a material breach and may result in a for-cause termination of this Agreement. All funds, including program income, reimbursed for this activity prior to the termination shall be returned to the Department no less than thirty (30) days from the written notification of termination.

b) Failure to meet any given subsequent milestones identified in Exhibit E, Section V, may result in loss of program eligibility and will restrict the Grantee from applying for additional CDBG funding until the activity is corrected and put back on schedule, or the activity is

EXHIBIT A

completed, or the activity is canceled.

2) Any milestone or deadline except for: (1) the first milestone, (2) the final activity report milestone, and (3) the expenditure deadline, may be revised administratively with the approval of the Department without incurring penalty, provided the revision request is received in advance of the original milestone due date.

6. <u>Scope of Work Revisions and Amendments</u>

A. Contract Revisions:

1) Adjustments to the Scope of Work that do not require:

a) an increase or reduction of activity scope;

b) a change in National Objective; or a

c) change in the type of beneficiaries assisted

may be completed as a Contract Revision. Contract Revisions must be approved by the Department prior to implementation. If approved, contract revisions shall automatically be deemed a part of, and incorporated into, this Agreement. Approval shall be provided either through the online grant management system, or in writing, as appropriate.

2) Contract Revisions may include but not be limited to:

a) Adjustments that:

i. Itemize the scope of work;

ii. Revise milestone deadlines except for first and last milestones; and/or

iii. Change the scope of work in a manner that does not change the overall budget, National Objective, or change type or reduce the number of estimated beneficiaries.

b) Adjustments that increase the estimated number of beneficiaries without increasing or decreasing the scope of work and without

EXHIBIT A

changing the overall budget.

B. Contract Amendments:
   1) Adjustments to the Scope of Work that:

      a) Require an increase or a reduced scope of work:

      b) Change the National Objective; or

      c) Change the type or reduces the number of beneficiaries assisted

   shall require a Contract Amendment. Contract Amendments must be fully executed by both the Grantee and the Department prior to implementation. Adjustments may not be implemented prior to execution unless the Department has provided written notice authorizing the Grantee to proceed.

   2) Contract Amendments may include but not be limited to:

      a) Adjustments that:

         i. add scope beyond what was included in the original application;

         ii. reduce scope such that the activity is materially different from the original application; or

         iii. reduce estimated beneficiary counts.

         iv. Adjustments that change the scope in a manner that requires a change to awarded activity budget, including adding funds from other State CDBG funded activities, adding Program Income, and reducing funds from either State CDBG awarded funds or Program Income.

C. HUD Matrix Codes:
   If HUD changes an activity matrix code(s) or if there is an error in recording the activity code, the Grantee shall be notified in writing and the correction shall not require an amendment to this Agreement.

EXHIBIT A

7. State CDBG Program Contract Management

A. Department Contract Manager:

For purposes of this Agreement, the State CDBG Program Managers for the Department shall also serve as the Program Contract Managers. Written communication regarding this Agreement shall be directed to the State CDBG Program Contract Manager at the following address:

State CDBG Program Contract Manager
Division of Financial Assistance
Department of Housing and Community Development
P.O. Box 952054
Sacramento, California 94252-2054
Phone: (916) 263-6468
Email: CDBG@hcd.ca.gov

B. Contract Management:

Day-to-day administration of this Agreement shall take place through the online grant management system, including but not limited to:

3) Financial Reports (Funds Requests);

4) Activity Reports;

5) Semi-Annual Reports;

6) Annual Reports;

7) Submittal of any and all requested supporting documentation;

8) Standard Agreement Revisions (non-material contract changes); and,

9) Standard Agreement Amendments (material contract changes).

C. Grantee Contract Administrator:

The Grantee's Contract Administrator (must be a Grantee employee) is identified in Exhibit E, Profile. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be directed to the Grantee's Contract Administrator at the contact information identified in Exhibit E, Profile.

EXHIBIT A

Written communication shall be directed to the Grantee's Contract Administrator as identified in the Grantee Profile as referenced in Exhibit E.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Budget

A. Budget Detail: The activity shall follow the budget as detailed in Exhibit E, Section VI.

B. Program Income: All Program Income is state administered CDBG funding and is subject to the same federal requirements for financial administration as open grant awards. Program Income, including both cash-on-hand and future projected receipts, if identified as a funding source for any given activity, must be included in the activity budget and must be substantially expended prior to drawing grant award funds. Program Income must be identified separately from grant funds in the activity budget and must be broken out into activity and general administration funding, as applicable. The Department will not encumber locally administered Program Income against NOFA grant funds in the state's accounting system. Only new grant awards made under a NOFA or in conjunction with an Urgent Need application will be encumbered in the Department's accounting system.

Funding in this Agreement may include either or both:

1) the total new grant award from the NOFA to be encumbered by the Department from grant funds,

2) total locally held Program Income to be included in the activity budget but that will **not** be encumbered by the Department. This Agreement is for the sum total of funds to be used in the activity including grant funds and Program Income, as applicable. Program Income receipts must be reported no less than quarterly.

C. Other Non-State CDBG Funding Sources: The Grantee shall report on the value of other contributions included as leverage for each activity via the Financial Reports (funds requests) required for such activity. The Financial Reports shall be accessed through the online grant management system and are the reports which convey the information needed to complete financial transactions in HUD's Integrated Disbursement and Information System (IDIS).

EXHIBIT B

2. Availability of Funds

The Department's provision of funding to Grantee pursuant to this Agreement is contingent on the continued availability of CDBG funds and continued federal authorization for CDBG activities, as well as the conditions set forth in Exhibit D, Section 33. The Department's provision of funding is subject to amendment or termination due to lack of funds or authorization. This Agreement is subject to written modification or termination as necessary by the Department in accordance with requirements contained in any future state or federal legislation and/or state or federal regulations. All other modifications must be in written form and approved by both parties.

3. Eligible Costs

A. The CARES Act provides that CDBG-CV funds may be used to cover or reimburse allowable costs of eligible activities to prevent, prepare for, and respond to coronavirus incurred by a Grantee after January 21, 2020. However, Grantee shall not receive a commitment of funds, nor shall funds be reimbursed until the Grantee has documented compliance with the applicable National Environmental Protection Act (NEPA) requirements established in 24 CFR Part 50, 24 CFR Part 58, and 42 USC §4321, et seq.

B. Allowable Costs: Allowable costs shall mean those necessary and proper costs under 2 CFR §200.400 through 475, and as identified in the Grantee's application and as detailed in Exhibit E, Section VI, and as approved by the Department unless any or all such costs are disallowed by the State of California or HUD. Allowable costs include necessary and proper activity and administration costs incurred prior to the execution of this Agreement. All costs incurred prior to the execution of this Agreement must be eligible to be considered allowable and suitable for reimbursement. Eligible costs must, at a minimum, be costs incurred according to the procurement requirements of 2 CFR §200.317, et seq. and be costs required for the activity in this Agreement to meet a National Objective.

C. Priority of Funds: The Grantee agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. To the extent available, the Grantee must disburse funds available from locally held funding CDBG grant resources such as, but not limited to Program Income,

EXHIBIT B

rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments from the grant award.

D. Withholding Funds: The Department reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this Agreement. Payments are contingent upon the Grantee's financial management system meeting the requirements of 2 CFR §200.302, and the internal control requirements of 2 CFR §200.303. Payment may be suspended or terminated, in whole or in part, by the Department in its sole discretion in the event of a default by Grantee.

E. Disencumbering Funds: The Grantee agrees that funds determined by the Department to be surplus upon completion of the activity, or that have not been spent prior to the Expenditure Deadline will be subject to disencumbrance by the Department.

F. Indirect Costs: If Grantee wishes to charge for indirect costs, the Grantee must develop an indirect cost allocation plan for determining the appropriate CDBG share of such indirect costs and submit such plan to the Department for approval prior to submission of requests for any payments for the indirect cost expenditures.

G. Pre-Agreement Costs: Pre-Agreement Costs are eligible costs incurred prior to the award of funds as defined in Exhibit D, Section 1. Eligible Pre-Agreement costs as identified in Exhibit E, Section VI, Project Budget, may only be reimbursed upon the full execution of this Agreement and verification that the costs meet all eligibility criteria. Pre-Agreement costs may include both activity delivery and general program administration.

The Grantee agrees that any Pre-Agreement costs **not** previously identified in Exhibit E, Section VI, Project Budget, will **not** be paid with CDBG-CV1 funds.

4. Method of Payment

The Department will not authorize payments unless it has determined the costs incurred are in compliance with the terms of this Agreement. Funds requested through the Financial Activity Report must be for a minimum of $1,000.00, except for the final funds

EXHIBIT B

request, which must be marked “Final”. Payments will be issued to the agency identified on the Taxpayer Identification Form (TIN) provided by the Grantee to the Department.

A. Reimbursements: The Department will reimburse the Grantee its allowable costs for the services identified in this Agreement in Exhibit E, Section VI, upon presentation of invoices which Grantee certified are true and correct copies of payments due on behalf of the Grantee for the activity covered by this Agreement and made in accordance and compliance with Exhibit A, Scope of Work. The Grantee may not request reimbursements under this Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed.

1) To receive reimbursement for grant activities, including reimbursement for eligible Pre-Agreement costs, the Grantee must submit all Department required forms according to the applicable deadlines. Financial Reports and Activity Reports are due no less than quarterly, within 15 days of the end of the quarter. Financial Reports and Activity Reports may be submitted more frequently at the Grantee’s discretion. Financial Reports shall include the level of documentation specified by the Department, including proof of expenditure, and proof of cost eligibility. Grantees must submit documentation supporting cost amounts and cost eligibility with each funds request as part of the Financial Report.

2) Grantees shall submit Financial Reports (funds requests) no less than quarterly. If no funds have been expended, the Grantee shall provide a description of work completed and an explanation of why no funds have been expended.

B. Advances: The Grantee must receive prior written approval from the Department before submitting an advance request. All advances are subject to the Department’s consent, which may be given or withheld on its sole discretion. No advances will be issued prior to full Agreement execution.

C. Final Payment Requests:

1) Grantees on the Reimbursement Payment System: All requests for final reimbursement must be submitted before the Expenditure Deadline

EXHIBIT B

referenced in Exhibit A, Section 5 of this Agreement.

2) Grantees on the Advance Payment System: The last advance payment must be submitted to the Department no later than sixty (60) days prior to the Expenditure Deadline of this Agreement.

3) Return of Unexpended Funds: All funds received by the Grantee but not expended by the Expenditure Deadline must be accounted for and returned to the Department within thirty (30) days after the Expenditure Deadline. Funds shall be returned in accordance with the current State CDBG Grants Management Manual. All returned funds will be disencumbered.

4) All Funds Not Previously Requested: If the final funds disbursement request for costs expended during the term of this Agreement has not been received by the Department before the Expenditure Deadline, and the Grantee has not requested an extension per Exhibit A Section 5, (Term of Agreement and Performance Milestones), the Department may disencumber any funds remaining and grant funds will no longer be available for the Grantee.

5. <u>Budget Revisions and Amendments</u>

Budget line item adjustments may be made in accordance with the following:

A. Budget Revisions: Adjustments to the Budget that do not require an increase or reduction of total activity budget, a change in National Objective, or a change in the type or a reduction in number of beneficiaries assisted may be completed as a Budget Revision. Budget Revisions shall include but not be limited to:

1) Adjustments that reallocate funds between budget line items, including between General Administration funding, activity funding, and Program Income resources, including both Program Income cash on hand, and Program Income projected receipts, but that otherwise does not change the overall budget total, the scope of work, the National Objective, and type and count of estimated beneficiaries. Reallocations involving General Administration funding are subject to applicable General Administration caps identified in the Notice of Funding Availability.

2) Adjustments that increase or decrease the detail included in the submitted lined item budgets, including adding and removing budget line items, without increasing or decreasing the scope of work and without changing

EXHIBIT B

the overall budget.

3) Budget Revisions must be approved by the Department prior to implementation. Approval shall be provided either through the online grant management system, or in writing, as appropriate. If approved, Budget Revisions shall automatically be deemed a part of, and incorporated into, this Agreement.

B. Budget Amendments: Adjustments to the Budget that result in an increased or a reduced total activity budget shall require a Contract Amendment. Contract Amendments must be fully executed by both the Grantee and the Department prior to implementation. Adjustments may not be implemented prior to execution unless the Department has provided written notice authorizing the Grantee to proceed.

6. Grant Closing Requirements

A. Expenditure Deadline:

1) All Program funds shall be expended no later than the Expenditure Deadline as defined in Exhibit A, Section 4. All requests for funds must be submitted no later than thirty (30) days prior to the Expenditure Deadline.

2) The Final Financial Report for the activity must be marked final and submitted before the Expenditure Deadline. Financial Reports submitted after the Expenditure Deadline will not be eligible for reimbursement.

Closeout Procedure: The Grantee must submit the following at the completion of the activity:

1) A Final Activity Report that includes all required reporting data for the activity;

2) A filed Notice of Completion (if applicable);

3) Evidence, satisfactory to the Department, of compliance with any and all other Special Conditions of this Agreement as set forth in Exhibit E hereto; and,

4) A resolution from the governing body acknowledging the accomplishments of the activity and confirming that the activity is complete and that all outstanding funds have been reimbursed by the Department.

EXHIBIT B

If the Grantee identified an extended reporting period will be required to meet the National Objective for the activity in the Application, the above closeout requirements shall be submitted upon the completion of the activity, or within sixty (60) days after the Expiration Deadline, whichever comes first. If no extended reporting period is required, the above closeout requirements shall be submitted within thirty (30) days after the Agreement's Expenditure Deadline. Upon receipt of the above documentation, the Department will close out this Agreement and finalize the activity in IDIS for final reporting to HUD.

B. Ongoing Reporting: Grants that have been closed may, as applicable, have continued reporting requirements, including Program Income reporting, performance reporting, beneficiary reporting, asset reporting, and other federally required reports as identified in Exhibit D, Section 22.

EXHIBIT D

CDBG-CV2-3 PROGRAM TERMS AND CONDITIONS

1. Federal Grant Identification

HUD Grant No.: B-20-DW-06-0001
CFDA Number: 29.019
Date HUD Grant Agreement Signed: 11/26/2020

2. Definitions

A. "Activity" means one of the following HUD eligible activities as per 42 U.S.C. 5305.
   1) Acquisition (§ 5305 (a)(1))
   2) Public Improvements (§ 5305 (a)(2))
   3) Public Facilities (§ 5305 (a)(2) and (5))
   4) Public Services (§ 5305 (a)(8))
   5) Business Financial Assistance (§ 5305 (a)(17))
   6) Microenterprise Assistance (§ 5305 (a)(22))

B. “Activity Budget” means the budget included in Exhibit E, Section VI, Project Budget, as referenced by Exhibit B, Budget Detail, and Payment Provisions.

C. "Activity Delivery" (AD) means any reasonable and necessary costs associated with activity implementation that are not directly related to labor and/or direct construction and/or direct activity implementation costs. The Grantee may expend up to the indicated AD as identified in the NOFA that is associated with this Agreement or any relevant CDBG Management Memo.

D. “Activity Reports” are the activity reports that must be submitted at least quarterly that describe program or project progress and/or beneficiaries served during a given reporting period.

E. “CARES Act” means the Coronavirus Aid, Relief and Economic Security Act.

F. “Department” means the California Department of Housing and Community Development.

"Financial Report" is also identified as a funds request and refers to the forms

EXHIBIT D

and processes required to request the drawdown of CDBG-CV2/3 funds (requests for funds must be a minimum of $1,000.00 unless it is the final Financial Report for an activity). Funds disbursements must be completed no less than quarterly for each open activity, including Program Income funded activities.

G. "General Administration" refers to eligible administrative expenses as provided in 42 U.S.C. §5305(a)(13), as further described in the CDBG Program Guidelines, § 208.

H. “Grantee” means the jurisdiction that applied for CDBG-CV2/3 funding and has legal authority to sign this Agreement and commit to compliance with all federal requirements regarding the administration of federal funds, as identified in 2 CFR Part 200.

I. “Pre-Agreement Costs” are pre-award costs as defined at 2 CFR §200.458 and 24 CFR §570.489(p) and are costs that are eligible per 2 CFR §200.400 et. seq. that have been itemized on the approved activity budget as identified in Exhibit E, Section VI, Project Budget, as referenced by Exhibit B, Budget Detail and Payment Provisions.

J. "Program" means an eligible activity that provides direct assistance to eligible participants within a defined service area. Programs include public services, housing assistance to households, and instances where an eligible person, household, or area is directly assisted with a unit of service.

K. “Program Guidelines” means the CDBG Program Guidelines adopted in October 2019 that replaced the California state regulations regarding the operation of the State CDBG program, as per Health and Safety Code §50826.1(a) that states that the regulations are repealed upon adoption of guidelines.

L. “Program Income”, as defined in 24 CFR §570.489(e), means gross income received by the Grantee that is directly generated from the use of CDBG funds. When such income is generated by an activity that is only partially assisted with CDBG funds, the income shall be prorated to reflect the percentage of CDBG funds used.

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M. "Project" means eligible capital improvements to public facilities, infrastructure, assets, and right-of-way. Projects may also include eligible capital improvements to privately owned facilities, infrastructure, and assets that serve the public or that provide a public good, including shelters, community-based facilities, and utilities.

3. Eligible Activities

Grantee will only use funds under this Agreement for the activity identified in Exhibit E. All activities must be eligible CDBG-CV2/3 activities as authorized under the CARES Act, (Public Law No: 116-136), 42 U.S.C. §5305 and 24 CFR §570.482.

4. National Objectives

Grantee will only use funds in support of the National Objective identified in Exhibit E, Section I. All CDBG-CV2/3 funded activities must meet a National Objective as defined in 42 U.S.C. §5304(b)(3), as amended, and 24 CFR §570.483.

Real Property acquired or improved in whole or in part with CDBG-CV2/3 funds must be used to meet the same National Objective for which it was purchased or improved for no less than five years from the date of acquisition/completion. The Department may require a Use Restriction Agreement be recorded against real property acquired or improved in whole or in part with CDBG-CV2/3 funds.

5. Termination and Remedies for Noncompliance

Awards as secured by this Agreement may be terminated by the Department in whole or in part as per federal regulation at 2 CFR §200.339. All terminations shall include written notification setting forth the reason(s) for such termination, the effective date, and the portion to be terminated in the case of partial terminations and will follow termination notification requirements identified in 2 CFR §200.340.

A. Termination without Cause: Agreements may be terminated without cause in whole or in part by the Department **only** with the consent of the Grantee. In the case of a whole agreement termination, the two parties shall agree upon termination conditions, including the effective date. In the case of partial termination, the two parties shall agree upon termination conditions, including the

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portion to be terminated and the effective date.

B. Noncompliance and Termination with Cause: The Department may terminate this Agreement for Grantee's failure to comply with the terms and conditions of this Agreement. Terminations for material failure to comply with the Agreement terms and conditions must be reported by the Department to the appropriate federal program integrity and performance system accessible through the System for Award Management (SAM) as per 2 CFR §200.339(b).

1) The Department may initiate remedies for noncompliance as identified in 2 CFR §200.338 at any time it has been determined that the Grantee is no longer meeting the terms and conditions of this Agreement. Remedies for noncompliance may be required in addition to, in lieu of, or prior to termination.

2) Prior to terminating this Agreement for cause or noncompliance, the Department shall submit written notice specifying noncompliance and/or specifying the event or events that if not cured would constitute an event of default. The Department's written notice shall identify remedies for cure. Grantee shall have thirty (30) calendar days from receipt of notice to fully cure. This period may be extended at the Department's discretion for a reasonable period of time if the Grantee is acting in good faith to cure the noncompliance or cause. Any extension of the cure period must be communicated in writing by the Department.

3) The Department's remedies for Grantee's noncompliance with a federal statute or regulation, a state statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere may include, as appropriate:

a) Temporarily withhold cash payments pending correction of the deficiency by the Grantee.

b) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance.

c) Wholly or partly suspend or terminate the current award for the

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Grantee's program or project, as applicable.

d) Withhold further and/or future awards of CDBG/CDBG-CV2/3 funds.

e) Request that HUD initiate federal suspension debarment proceedings.

f) Take other remedies that may be legally available, including, but not limited to:

(i) In the case of costs incurred without meeting a National Objective, require repayment of all funds reimbursed, including General Administration, Activity Delivery, and any and all Program Income, as appropriate.

4) In taking an action to remedy noncompliance, the Department will provide the Grantee an opportunity for such hearing, appeal, or other administrative proceeding to which the Grantee is entitled under any statute or regulation applicable to the action involved as per 2 CFR §200.341.

C. Effects of Suspension and Termination: Grantee costs resulting from obligations incurred by the Grantee or any of the Grantee's contractors, subrecipients, or subgrantees during a suspension or after termination of an Agreement are not allowable unless otherwise authorized by the Department in written notice or as allowable in 2 CFR §200.342. Termination and remedies for noncompliance identified in this Section do not preclude a Grantee or any of the Grantee's contractors, subrecipients, or subgrantees from being subject to non-procurement debarment and suspension requirements at 2 CFR Part 2424. CDBG-CV2/3 funds may not be provided to excluded or disqualified persons pursuant to 24 CFR §570.489(l).

D. Remedies: All remedies of the Department hereunder are cumulative and not exclusive.

6. Severability

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A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.

B. The Grantee shall notify the Department immediately of any claim or action undertaken by or against it which affects or may affect this Agreement or the Department, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Department.

7. Waivers

No waiver or any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce, at any time, the provisions of this Agreement or to require, at any time, performance by the Grantee of these provisions shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions.

8. Uniform Administrative Requirements

The Grantee, its agencies or instrumentalities, and Subgrantees shall comply with the policies, guidelines and Administrative Requirements of 2 CFR Part 200 et seq., as applicable, as they relate to the cost principles, audit requirements, acceptance and use of federal funds.

A. Single Audit Compliance: Funds will not be disbursed to any Grantee identified by the State Controller's Office (SCO) as non--compliant with the Federal Single Audit Act, as described in the Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards at 2 CFR 200 Sub-Part F. No funds may be disbursed until compliance with the Uniform Administrative Requirements is demonstrated to the satisfaction of the Department.

B. Accounting Standards: Grantee agrees to comply with, and administer the activity in conformance with, 2 CFR § 200.300 et seq, and agrees to adhere to

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the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

C. Suspension and Debarment: By executing this Agreement, Grantee verifies and affirms that it has not been suspended or debarred from participating in or receiving federal government contracts, subcontracts, loans, grants or other assistance programs.

9. Compliance with State and Federal Laws and Regulations

A. Grantee, its agencies or instrumentalities, contractors, sub-grantees, and subrecipients shall comply with all local, state, and federal laws, statutes, and regulations, as well as policies and guidelines established by the Department for the administration of the CDBG-program.

B. Grantee shall comply with the requirements of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (Public Law No: 116-136, the Housing and Community Development Act of 1974 (HCDA) as amended and codified at Title 42 United States Code (U.S.C.) §5301 et. seq., and Subpart 1 of the Federal CDBG Regulations, found at Title 24 Code of Federal Regulations (CFR) §570.480 et. Seq.,2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance, as adopted by HUD at 2 CFR 200 and all federal regulations and policies issued pursuant to these regulations. The Grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

10. Affirmatively Furthering Fair Housing

Grantee shall affirmatively further fair housing, in accordance with the Civil Rights Act of 1964 (42 U.S.C 2000a, et seq.), and the Fair Housing Act (42 U.S.C. 3601, et seq.), according to 42 U.S.C. 5306, et seq. and in compliance with California statute (Gov. Code sections 65583, et seq.). Grantee shall comply with the Fair Housing Amendment Act of 1988 (Public Law 100-430).

11. Equal Opportunity Requirements and Responsibilities

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Grantee agrees that it undertakes hereby the same obligations to the Department that the Department has undertaken to HUD pursuant to the Department's CDBG/CDBG-CV2/3 certifications. The obligations undertaken by Grantee include, but are not limited to, the obligation to comply with all applicable federal laws and regulations described in Subpart K of 24 CFR Part 570 and specifically with each of the following:

A. The Housing and Community Development Act of 1974 (Public Law 93-383) that authorized the CDBG program, as amended, and legislative changes contained in the Housing and Urban-Rural Recovery Act of 1983 that authorized the state administered CDBG program for non-entitlement communities, and the Architectural Barriers Act of 1968 (42 U.S.C. Section 4151) that requires publicly funded facilities be accessible to the public;

B. Title VI of the Civil Rights Act of 1964 (Public Law 88-352) prohibiting discrimination based on protected class, as amended, Title VIII of the Fair Housing Act (Public Law 90-284) prohibiting discrimination in housing, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259) requiring expanded compliance with civil rights laws for jurisdictions receiving federal funding; Section 104(d), regarding relocation and displacement, and Section 109, prohibiting discrimination in CDBG funded programs, of Title 1 of the Housing and Community Development Act of 1974, as amended; Section 504 of the Rehabilitation Act of 1973 prohibiting recipients of federal funds from discrimination against persons with disability; the Americans With Disabilities Act of 1990 prohibiting all public discrimination against persons with disabilities; the Age Discrimination Act of 1975 prohibiting age-based discrimination in federally funded activities; Executive Order 11063 prohibiting discrimination in disposition of properties owned or financed with federal funds, as amended by Executive Order 12259; and Executive Order 11246 regarding fair employment, as amended by Executive Orders 11375, 11478 and 12086; and HUD regulations heretofore issued or to be issued to implement these authorities relating to civil rights;

C. The Equal Employment Opportunity Act of 1972 that created the Equal Employment Opportunity Commission, Equal Employment Opportunity and Affirmative Action requirement (EEO/AA); Grantee shall, in all solicitations or

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advertisements for employees placed by or on behalf of the Grantee, state that it is an Equal Opportunity or Affirmative Action employer.

12. Relocation, Displacement, and Acquisition

Grantee shall comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, in 24 CFR Part 42, 49 CFR Part 24, and 42 U.S. §5304(d) as they apply to the performance of this Agreement. Grantee agrees to comply with 24 CFR §570.606 relating to the acquisition and disposition of all real property utilizing grant funds and to the displacement of persons, businesses, non-profit organizations and farms occurring as a direct result of any acquisition of real property utilizing grant funds.

13. The Training, Employment, and Contracting Opportunities for Business and Lower Income Persons Assurance of Compliance (Section 3):

The Grantee and any of its Subrecipients and/or Contractors shall comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulation at 24 CFR, Part 75. The responsibilities outlined in 24 CFR Part 75.19 include:

A. Implementing procedures designed to notify Section 3 workers about training and employment opportunities generated by Section 3 covered assistance and Section 3 business concerns about contracting opportunities generated by Section 3 covered assistance.

B. Notifying potential Contractors for Section 3 covered projects of the requirements of Part 75, Subpart C and incorporating the Section 3 clause set forth below in all solicitations and contracts in excess of $100,000 as required at 24 CFR 75.27.

Section 3 Clause

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

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The parties to this contract agree to comply with HUD's regulations in 24 CFR. Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75 and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

The contractor acknowledges that subrecipients, contractors, and subcontractors are required to meet the employment, training, and contraction requirements of 24 CFR 75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.

The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.

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Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

The contractor agrees to submit, and shall require its subcontractors to submit to them, annual reports detailing the total number of labor hours worked on the Section 3 Project, the total number of labor hours worked by Section 3 Workers, and the total number of hours worked by Targeted Section 3 Workers, and any affirmative efforts made during the quarter to direct hiring efforts to low- and very low-income persons, particularly persons who are Section 3 workers and Targeted Section 3 workers.

C. Facilitating the training and employment of Section 3 workers and the award of contracts to Section 3 business concerns by undertaking activities such as described in 24 CFR Part 75.25(b), as appropriate, to reach the goals set forth in 24 CFR Part 75.23 and in Federal Register Vol. 85, No. 189, page 60909, until superseded by HUD in a subsequent publication. As of September 29, 2020, the minimum Section 3 benchmark is twenty-five (25) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Section 3 workers; and five (5) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Targeted Section 3 workers.

D. Documenting actions taken to comply with the foregoing requirements, the results of those actions taken and impediments, if any.

14. <u>Environmental Compliance</u>

A. Grantee shall comply with the California Environmental Quality Act (CEQA) (Pub. Resources Code § 21000, et seq.) requirements as they apply to this project. CEQA reviews and determinations are the responsibility of local agencies and shall be administered by the Grantee as applicable.

B. Grantee shall comply with the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, *et seq.*, as amended, and 33 U.S.C. § 1318 relating to inspection, monitoring, entry, reports, and information, and all regulations and guidelines issued thereunder.

C. Grantee shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. 7401, et seq.

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D. Grantee shall comply with Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50 regarding air quality protections, as amended.

E. Grantee shall comply with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. §4001). Grantee shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, that flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

F. Grantee shall comply with the requirements of the Residential Lead-Based Paint Hazard Reduction Act of 1992 and Section 401(b) of the Lead-Based Paint Poisoning Prevention Act of 1971. Grantee agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR §570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be required.

G. Grantee shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), the Archaeological and Historical Preservation Act of 1974 (Public Law 93-291), and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. Grantee shall also comply with federal Executive Order 11593 on the protection and enhancement of the cultural environment. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a federal, state, or local historic

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property list.

H. Grantee shall comply with all National Environmental Protection Act (NEPA) requirements as applicable to the performance of this Agreement as found in 24 CFR Part 50, 24 CFR Part 58, as applicable, and 40 CFR Parts 1500 – 1508. The CARES Act provides that CDBG-CV funds may be used to cover or reimburse allowable costs of eligible activities to prevent, prepare for, and respond to coronavirus incurred by a Grantee after January 21, 2020. However, Grantee shall not execute this Agreement nor receive reimbursement for pre-agreement eligible activity costs until they have successfully documented compliance with the applicable NEPA requirements, including public noticing and publishing.

I. This Agreement does not constitute a commitment of funds or site approval, and the commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the Grantee of an approval of the request for release of funds and certification from the Department under 24 CFR Part 50, 24 CFR Part 58, and 40 CFR 1500 - 1508. The provision of any funds to the project is conditioned on the Grantee's determination to proceed with, modify or cancel the project based on the results of the environmental review. The Grantee will not receive appropriate notice to proceed until they have successfully documented compliance with the applicable NEPA requirements, including public noticing and publishing.

15. Procurement

The Grantee shall comply with the procurement provisions in 2 CFR §200.317 – 200.326, Procurement Standards, as well as all other Administrative Requirements for Grants and Cooperative Agreements to state, local and federally recognized Indian tribal governments as set forth in 2 CFR Part 200, et seq., as applicable.

16. Procurement of Recovered Materials

A. Grantee and the Grantee's contractors shall comply with Section 6002 of the Solid Waste Disposal Act of 1965, as amended by the Resource Conservation and Recovery Act. The Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain

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the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, unless the Contractor determines that such items:

1) are not reasonably available in a reasonable period of time;

2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or

3) are only available at an unreasonable price.

B. This clause shall apply to items purchased under this Agreement or subsequent contract where:

1) the Contractor purchases in excess of $10,000.00 of the item under this Agreement; or

2) during the preceding federal fiscal year, the Contractor:

a) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and

b) purchased a total of in excess of $10,000.00 of the item both under and outside that contract.

17. Contracting and Labor Standards

A. Grantee shall comply with the Davis-Bacon Act (40 U.S.C. §§ 3141-3148) and 29 CFR Subtitle A, Parts 1, 3 and 5, as applicable, to construction, alteration, and repair contracts over $2,000.00.

B. Grantee shall ensure that all contracts comply with the Anti-Kickback Act of 1986 (41 U.S.C. §§ 51-58) that prohibits attempted as well as completed "kickbacks," which include any money, fees, commission, credit, gift, gratuity, thing of value,

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or compensation of any kind.

C. Grantee shall ensure all contracts comply with the Contract Work Hours and Safety Standards Act of 1962 (40 U.S.C. § 3702) which requires that workers receive overtime compensation at a rate of one and one-half (1-1/2) times their regular hourly wage after they have worked forty (40) hours in one week.

D. Grantee shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Department for review upon request.

18. Prevailing Wages

A. Where funds provided through this Agreement are used for construction work, or in support of construction work, the Grantee shall ensure that the requirements of California Labor Code, Chapter 1, commencing with Section 1720, Part 7 [California Labor Code Sections 1720-1743] (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) are met.

B. Where funds provided through this Agreement are used for construction work or in support of construction work, the Grantee shall also ensure that the federal requirements of the Davis Bacon Act codified at 40 U.S.C. § 3141, et seq. (as amended), pertaining to federal labor standards and compliance, are met and documented. Grantee recognizes that multiple labor standards (both state prevailing wage and federal Davis-Bacon Act) may apply to the project and both standards must be satisfied.

C. For the purposes of this requirement "construction work" includes, but is not limited to, rehabilitation, alteration, demolition, installation or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract with a properly licensed building contractor incorporating these requirements (the "construction contract"). Where the construction contract will be between the Grantee and a licensed building contractor, the Grantee shall serve as the "awarding body" as that term is defined in the California Labor Code. Where the

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Grantee will provide funds to a third party that will enter into the construction contract with a licensed building contractor, the third party shall serve as the "awarding body." Prior to any disbursement of funds, including but not limited to release of any final retention payment, the Department may require a certification from the awarding body that prevailing wages have been or will be paid.

D. The applicable wage rate determination on construction work will be the more restrictive of the rate prescribed in the California Labor Code Sections 1770-1784, or the Davis-Bacon Wage Determination.

19. Contractors and Subrecipients

A. Grantee shall comply with 24 CFR Part 2424 and shall not enter into any agreement, written or oral, with any contractor or subrecipient without the prior determination that the contractor or subrecipient is eligible to receive CDBG funds and is not listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible Contractors.

B. Any agreement between the Grantee and any contractor or subrecipient shall include the terms and conditions in Appendix II of 2 CFR Part 200.

C. Grantee shall ensure that any contract or subrecipient agreement includes clauses requiring the maintenance of workers' compensation insurance, as applicable, as well as general liability insurance. Contract or subrecipient agreements must require that the Grantee is notified in the event that any required insurance is canceled, expired, or otherwise invalidated during the performance period of the contract or subrecipient agreement.

D. Grantee shall require that contractors and subrecipients comply with the Drug-Free Workplace Act of 1988.

20. Requirements for Economic Development Activities

A. Public Benefit Standards for Economic Development Activities: Per 24 CFR §570.482 (e) (f), (g) and §570.483(b)(4), the Grantee must comply with federal underwriting standards and must meet the public benefit standards for all

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CDBG Economic Development activities under 42 U.S. §5305(a)(17). The use of public benefit standards is mandatory.

B. Anti-Job Pirating Certification: Pursuant to 24 CFR §570.482(h) CDBG funds may not be used to directly assist a business, including a business expansion, in the relocation of a plant, facility, or operation from one labor market area to another labor market area if the relocation is likely to result in a significant loss of jobs in the labor market area from which the relocation occurs. Job loss of more than 500 employees is always considered significant. Job loss of 25 or fewer positions is never considered significant.

21. Rights to Inventions Made Under a Contract or Agreement

Grantee shall comply with and require the following in contracts and subrecipient agreements: If a Federal award meets the definition of "funding agreement" under 37 CFR §401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of recipient or subrecipient must comply with requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulation issued by the awarding agency.

22. Prohibition Against Payments of Bonus or Commission

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of:

A. Obtaining the Department's approval of the Application for such assistance or additional assistance; or,

B. Securing any other approval or concurrence of the Department required under this Agreement, Title I of the Housing and Community Development Act of 1974, or the State regulations or Program Guidelines with respect thereto; provided, however, that reasonable fees for bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

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23. Reporting Requirements

A. Requirements: During the term of this Agreement, the Grantee must submit all CDBG program reports required by the Department, including quarterly activity, financial, and Program Income reports, semi-annual labor and compliance reports, annual performance reports, and other reports required by the Department or HUD. The Department reserves the right to request additional detail and support for any report made. Reports must be made according to the dates identified, unless otherwise specified at the discretion of the Department. The Grantee's performance under this Agreement will be evaluated in part on whether it has submitted the reports on a timely basis.

B. Reporting Period: Grantee shall submit reports quarterly, and as required for semi-annual and annual reports, and shall continue to submit reports until such time that the activity is complete, a National Objective has been met and beneficiaries have been identified. The reporting period for this activity may extend beyond the Expenditure Deadline as defined in Exhibit A.

C. Final Reporting Deadline: Grantee shall complete all required reporting for this activity no later than sixty (60) days after the expiration of the Expenditure Deadline. Extensions for final reporting must be approved in writing by the Department.

D. Asset Reporting: Grantee shall report annually on the status of all assets (real and personal property, equipment, and vehicles) purchased in whole or in part with CDBG/CDBG-CV2/3 funds for no less than five years from the completion of the activity that generated the asset. Reporting shall continue until the property is disposed, fully depreciated, or, in the event of real property, the five-year commitment to a National Objective has been completed.

24. Fiscal Controls

Grantee shall be responsible for the internal control and monitoring of fiscal and programmatic/operational goals and procedures. The Grantee shall establish and maintain such fiscal controls and fund accounting procedures as required by federal regulations, or as may be deemed necessary by the Department to ensure the proper disbursal of, and accounting for, funds paid to the Grantee under this Agreement.

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A. Deposit of Funds: Grantee shall maintain separate accounts within established bookkeeping systems for the deposit of CDBG -CV2/3 funds. All cash advances must be deposited in an interest-bearing account; any interest earned in excess of $100.00 per year (which may be retained for related administrative expenses) must be returned at least quarterly to HUD via the Department. Deposits in minority banks are encouraged.

B. Fund Management: Grantee shall deposit funds in an account requiring two signatures for disbursement and shall submit to the Department specimen signatures for all authorized signatories prior to receipt of funds;

C. Fiscal Liability: Grantee shall be liable for all amounts which are determined to be due by the Department including, but not limited to, disallowed costs which are the result of Grantee's or its contractor's conduct under this Agreement. Grantee shall be notified in writing and shall be permitted to respond regarding any controversy or proceeding between the Department and HUD arising from this Agreement.

D. Fiscal Records: All financial transactions must be supported by complete and verifiable source documents. Records shall provide a clear audit trail and shall be maintained as specified in Section 25 of this Agreement.

E. Program Income: Any and all Program Income received by Grantee during the administration of this Agreement must be receipted and deposited into a separate Program Income account. Program Income funds may not be comingled with CDBG grant funds in a single account.

25. Reversion of Assets

Upon expiration of this Agreement, Grantee shall transfer to the Department any CDBG-CV2/3 funds, excluding Program Income, in Grantee's control at the time of expiration. Further, any real property under Grantee's control that was acquired and/or improved in whole or in part with CDBG/CDBG-CV2/3 funds (including CDBG-CV2/3 funds provided to the Grantee in the form of a loan and Program Income) in excess of $35,000.00 shall be either:

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A. Used to meet one of the National Objectives in 24 CFR Part 570 until five (5) years after expiration or closure of this Agreement, the length of time to be further prescribed by mutual agreement of the parties.

B. Disposed of in such manner that Grantee is reimbursed in the amount of the fair market value of the property at the time of disposition of the property less any portion of the value attributable to expenditures of non-CDBG/CDBG-CV2/3 funds for acquisition and/or improvement of such property. The proceeds from such disposition is Program Income.

If the Grantee provides funds for the purchase or improvement of real property to a subrecipient that is a private non-profit organization, that subrecipient must further agree to a voluntary lien on above-referenced real property as to any CDBG/CDBG-CV2/3 funds received and that such lien will be notarized and recorded in the Office of the County Recorder where the real property is located.

26. Monitoring Requirements

The Department shall perform a program and/or fiscal monitoring of the CDBG--CV2/3 grant no less than once during the twenty-four (24) month expenditure period of this Agreement. The Grantee shall be required to resolve any monitoring findings to the Department's satisfaction by the deadlines set by the Department to maintain program eligibility.

Grantees and applicable subrecipients shall retain all books, records, accounts, documentation, and all other materials relevant to this Agreement for a minimum period of five (5) years after the Department notifies the Grantee that the HCD contract has been closed according to the record retention requirements at 2 CFR §200.333.

Grantees and applicable subrecipients shall permit the State, federal government, the state Bureau of State Audits, the Department, and/or their representatives, upon reasonable notice, unrestricted access to any or all books, records, accounts, documentation, and all other materials relevant to this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.

27. Inspections of Grant Activity

The Department reserves the right to inspect any grant activity(ies) performed hereunder to verify that the grant activity(ies) is being and/or has been performed in

EXHIBIT D

accordance with the applicable federal, state and/or local requirements and this Agreement.

A. The Grantee shall inspect any grant activity performed by contractors and subrecipients hereunder to ensure that the grant activity(ies) is being and has been performed in accordance with the applicable federal, state and/or local requirements and this Agreement.
B. The Grantee agrees to require that all grant activity(ies) found by such inspections not to conform to the applicable requirements be corrected, and to withhold payment to its contractor or subcontractor, respectively, until it is so corrected.

28. Signs

If the Grantee places signs stating that the activity is funded with private or public dollars and the Department is also providing financing, it shall indicate in a typeface and size commensurate with the Department's funding portion of the project that the Department is a source of financing through the CDBG Program.

29. Insurance

A. The Grantee shall have and maintain in full force and effect prior to the start of work, and at all times during the term of this Agreement such forms of insurance, at such levels as may be determined by the Grantee and the Department to be necessary for specific components of the grant activity(ies) described in Exhibit E. Prior to the commencement of any work, Grantee shall provide to the Department acceptable proof(s) of insurance confirming the required insurance coverages are in effect and naming the Department as an additional insured, where applicable. No insurance policy may be cancellable on less than thirty (30) calendar days prior notice to the insured and the Department. Grantees are responsible for requiring sufficient insurance, including but not limited to liability and workers compensation insurance, from all contractors and subrecipients. Grantees are recommended to be listed as an additional insured on policies held by contractors or subrecipients for the implementation of this award. Where a Grantee insurance policy is required to be purchased specifically for the execution or implementation of the activity funded through this award, the Department must be listed as an additional insured on the declarations page of the policy.

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B. Additional Coverages. In the event that Grantee, and/or any of its Subrecipients or Contractors, , will be engaging in any Hazardous Activity as part of the Collective Work contemplated by this Agreement, then the party(ies) engaging in any Hazard Activity(ies) shall provide to the Department, prior to commencement of any such activity(ies), such insurance coverages in such forms and in such amounts as the Department may require in its sole discretion. Such coverages are in addition to all other insurance coverages required by this Agreement, and shall be imposed on any Subrecipient and/or Contractor pursuant to the Subrecipient Agreement or Contract. For purposes of the provision, the term "Hazardous Activity" includes the following: (a) the removal, storage, and/or transportation of any "hazardous material", as such term is defined under federal, state, or local law, ordinance, regulation, or guideline, (b) the removal, storage, or transportation of lead-based paint, (c) blasting, (d) any activity which by its nature is abnormally dangerous, and (d) any "ultrahazardous activity" as defined in California case law. In addition to providing proof of such required coverages, the party(ies) engaging in the Hazardous Activity(ies) shall procure, at its expense prior to the commencement of any work, all required permits, licenses, consents, and approvals that are required for the lawful conduct of such activities, and shall provide adequate written proof thereof to the Department. No Hazardous Activity work may be commenced, or contracted for, prior to the provision of the required insurance coverages and licensure proof to the Department.

30. Anti-Lobbying Certification

Grantee shall comply with and require that the language of this certification be included in all contracts or subcontracts entered into in connection with this grant activity(ies) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and no more than $100,000.00 for such failure.

A. No federally appropriated funds have been paid or will be paid, by or on behalf of it, 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

EXHIBIT D

employee of a member of Congress in connection with the awarding of any federal contract, the 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, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

31. Conflict of Interest

Pursuant to 24 CFR §570.489(h), no member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG-CV2/3 activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, including members and delegates to the Congress of the Unites States may obtain a financial interest or benefit from a CDBG-CV2/3-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure, or for one (1) year thereafter. The Grantee shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

32. Obligations of Grantee with Respect to Certain Third-Party Relationships

Grantee shall remain fully obligated under the provisions of this Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the Program with respect to which assistance is being provided under this Agreement to the Grantee. The Grantee shall comply with all lawful requirements of the Department necessary to ensure that the Program, with respect to which assistance is being provided under this Agreement to the Grantee, is carried out in accordance with the Department's Assurance and Certifications, including those with respect to the

EXHIBIT D

assumption of environmental responsibilities of the Department under Section 104(g) of the Housing and Community Development Act of 1974 [42 U.S.C. §5304(g)].

33. Energy Policy and Conservation Act

This Agreement is subject to mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

34. California State Contracting Manual Requirements (Section 3.11, Federally Funded Contracts (Rev. 3/03):

A. All contracts, except for State construction projects that are funded in whole or in part by the Federal government, must contain a thirty (30)-day cancellation clause and the following provisions:

1) It is mutually understood between the parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid program and fiscal delays that would occur if the contract 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 for the purpose of this Program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.

3) The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

4) The department has the option to invalidate the contract under the thirty (30) day cancellation clause or to amend the contract to reflect any reduction in funds.

EXHIBIT D

B. Exemptions from provisions A.1 through A.4 above may be granted by the Department of Finance provided that the director of the State agency can certify in writing that Federal funds are available for the term of the contract.

C. California Government Code § 8546.4(e) provides that State agencies receiving federal funds shall be primarily responsible for arranging for federally required financial and compliance audits, and shall immediately notify the Director of Finance, the State Auditor, and the State Controller when they are required to obtain federally required financial and compliance audits.

Applications: County of El Dorado and City of Placerville - Interim Housing for Homeless

EXHIBIT E

Award Number
20-CDBG-CV2-3-00154

PO Number

Profile
jason.stalder@edcgov.us

Section I

Activity Category
Community Development

Please select your application type:
Public Facility & Infrastructure

Are you looking to start a new program, modify an ongoing program, or add a new type of assistance to an existing program?
New Activity

If your activity is a facility project instead of a program, please indicate whether this is a new facility, expansion of an existing facility, or re-purposing of an existing facility.

Activity (CD)
03C - Homeless Facilities (not operating costs)

National Objective (CD)
(LMC) Low/Mod limited clientele benefit

Section II

Choose the measure indicator from the list. Measure indicators, along with objectives and outcomes provide an organized and standardized process that HUD uses to measure the outcomes of CDBG programs. Detailed information on performance measurements can be located in HUD's Basically CDBG manual, Chapter 13.
https://files.hudexchange.info/resources/documents/Basically-CDBG-Chapter-13-Performance-Measurement.pdf

Measure Indicator (P)
Persons Assisted

Please indicate the proposed number of beneficiaries of this activity.

LMA - Number of LMI persons in service area that will benefit

LMC - Number of LMI persons that will benefit

LMH - Number of households that will benefit.

LMJ - Number of jobs created/retained.

Number of Beneficiaries
26

Presumed Benefit Types
Homeless Person

Additional Benefit Types

Section III

Enter your legal jurisdiction name and activity title. Example: City of Los Angeles Community Food Bank. You MUST follow the required formatting. Applications not including a jurisdiction name will be disqualified.

Activity Title
County of El Dorado and City of Placerville - Interim Housing for Homeless

Organization Name
County of El Dorado

Input the physical address of your organization, please do not use a P.O. Box.

Street Address
3057 Briw Rd

Suite/Office #:
B

City:
Placerville

State
California

Zip Code:
95667

Section IV

Activity Information

Add the address of where the activity will take place. If this is the same as the organizational address, re-enter the organization address. If it is a general area (example: a stretch of street or an unregistered address) please get as close as possible to the actual activity location and indicate the accurate location information in the activity description.

Street Address:
5940 Pony Express Trail

Suite/Office #:

City:
Pollock Pines

State
California

Zip Code:
95726

Statement of Need and Proposed Outcome

The Statement of Need presents facts and evidence to support the need for your activity. An effective need statement will describe the target populations to be served, define the community problem to be addressed, is related to the purposes and goals of your organization, includes quantitative and qualitative documentation and supporting information, does not make any unsupported assumptions, and describes the situation in terms that are factual. An effective Statement of Needs will describe the relationship between the needs and COVID-19 impacts in your communities. DO NOT COPY and PASTE prior narratives.

Statement of Need and Proposed Outcome Narrative:

The Western Slope of El Dorado County did not receive any funding as a result of the first round of Homekey funding; the County was not prepared to select a site and move forward with a viable project. However, the County and its partners are providing non-congregate shelter to medically vulnerable homeless persons, as a result of the COVID19 pandemic. Attempts to solicit providers who can help re-house those in the non-congregate setting have failed to generate any qualified vendors who are capable of providing these services. The lack of service providers capable of assisting with rehousing efforts is further complicated by dramatically under-supplied housing inventory, which has resulted in multi-year wait list for affordable housing units. Without housing inventory, rehousing efforts have no sites to rehouse those in non-congregate shelter to.

As a result of the present situation, the County is faced with limited options for rehousing these individuals while an existing need for interim housing for homeless individuals preceded the pandemic. The indefinite leasing of the facility has proven to be quite expensive and is not a long-term solution to a problem exacerbated by the COVID-19 pandemic. To solve this problem, the County proposes to use CDBG-CV funding (along with other funding) to purchase one hotel site that currently being used for non-congregate shelter, to convert this hotel into interim housing. By using CDBG-CV funds to help acquire the hotel site currently being used to house medically vulnerable homeless individuals as a part of the Project Roomkey effort, the County can both continue to protect these medically vulnerable individuals as well as to serve as a permanent, interim housing site that will exist beyond the indefinite timeframe of the pandemic.

The current site includes 26 rooms where individual clients or households could be housed for a prolonged period of time, while permanent, affordable housing options can be identified. No other interim housing currently exists for the medically vulnerable homeless population on the Western Slope of El Dorado County, which is home to approximately 82% of the County's homeless population (as of 2019 PIT Count).

The Activity Description is a narrative that needs to include: how this activity relates to COVID-19 impacts, how this activity will help with flattening the curve of the pandemic, and/or how it will help in the response to the pandemic. This narrative is different than your statement of need narrative, and will focus on the implementation and results of your proposed activity.

The narrative must also include: a detailed description of the activity, why it is needed, who will benefit, activity location, how will the activity will be implemented, and when it will be complete.

Activity Description

The interim housing site will provide housing for medically vulnerable homeless populations until permanent housing solutions can be identified. The County has released a Request for Qualifications to seek case management and site operations services from homeless service providers, in the hopes this same provider may assist in rehousing efforts. The interim housing provided through this acquisition is directly related to preventing the spread of COVID19 to these medically vulnerable individuals; it will allow for the acquisition of a site currently used as a part of Project Roomkey in response to the pandemic. Subsequent to rehousing, the interim housing site will continue to house homeless individuals transitioning from unsheltered living conditions into permanent housing solutions.

The activity for which CDBG-CV funding will be used, is exclusively the purchase of the 26 bed hotel site currently used for non-congregate sheltering of medically vulnerable populations. These populations will directly benefit from continuing in a safe and stable housing environment. The property is located at 5940 Pony Express Trail in Pollock Pines, CA, and was formerly known as the Best Western Stage Coach. CDBG-CV funding will only account for a portion of the total funding needed for this acquisition, eliminating the opportunity for duplication of benefit and ensuring a complete expenditure at the close of escrow - one single purchase event.

Non-congregate sheltering is already occurring at this site with medically vulnerable homeless persons being identified through contact with community partners and Coordinated Entry Services (CES). The site is currently controlled via a lease agreement with the owner of the property, who has expressed interest and intent to sell the property to the County. The remaining pieces of the procurement process for the site will begin once sufficient funding has secured in order to complete the purchase. The purchase activity will conclude once all of the activities identified by the County Facilities team have been satisfactorily completed.

The acquisition of the hotel will begin as soon as all required funding has been allocated and the acquisition steps have been completed, consistent with the timeline and plan submitted in response to this application. The acquisition will conclude at the close of escrow (on or before August 1, 2022), while interim housing operations will continue at the site, indefinitely funded through other means. Medically vulnerable homeless persons will continue to directly benefit from the site.

We want to make sure that all of our program partners have the resources, capacity, and tools to be successful. That includes, guidelines, strategic plans, operating manuals, implementation strategies, and other documentation that addresses how your program or project will be implemented. These plans do not need to be formal or adopted, but they should be implementable.

Upload your guidelines / strategic plan / operations plan / implementation strategy

CDBG-CV Hotel Acquisition Timeline and Plan.docx

Provide a detailed narrative describing the steps to be taken to complete the activity (i.e.: Task 1- create marketing plan; Task 2- hold a town hall meeting; Task 3- analyze feedback... etc.). This task narrative should indicate your knowledge of the steps and actions necessary to complete your activity. Narrative should include all actions taken to reach readiness through actions necessary for closeout.

The narrative must include the deliverables that will be completed as part of this activity in relationship to the task descriptions (i.e.: Deliverable 1- marketing plan; Deliverable 2- town hall meeting minutes... etc.). This deliverable narrative should indicate your direct knowledge of the documentation necessary to monitor and evaluate activity compliance. These documents should be part of your project file and will be reviewed as part of your onsite monitoring.

In completing the Tasks and Deliverables narratives, the applicant should demonstrate a knowledge of the specific steps needed to achieve the desired outcome.

Detailed Scope of Work - Task and Deliverables Narrative

Activity 1 - Needs Identification (Step 1)

Task 1 - County facilities works with the Department to identify the circumstances, needs, funding, consistency with the General Plan, and researches location concerns, special requirements, and considerations.

Deliverable 1 - A detailed appraisal and assessment of the determined cite.

Activity 2 - County Acquisition and Approval Process (Step 2)

Task 2 - BOS approval to appoint a negotiator to act on behalf o the county for the purposes of acquisition. NEPA assessment is performed, compliance with code is considered (ADA/accessibility), and County Facilities provides estimates of any necessary improvements. A letter of intent is issued to the property owner declaring the County's intent to pursue acquisition.

Deliverable 3 - A property specifications report completed by County Facilities estimating the total cost of the project including administrative costs for acquisition. Board of Supervisors and Planning Commission are consulted to ensure location is consistent with the Plan, remove any conflict of interest, consider impacts on the community, and hold any additional public meetings/comments.

Activity 3 - Property Negotiations (Step 3)

Task 3 - Market value is determined, and a deal is negotiated to determine a final price and terms of the purchase, before returning to the BOS for final approval . Subsequent to that approval, County Counsel drafts a Purchase and Sale Agreement (PSA), consistent with the agreed upon letter of intent.

Deliverable 3 - BOS agenda and meeting minutes. Draft PSA.

Activity 4 - Contract Development

Task 4 - Contract development with County Counsel

Deliverable - Executed PSA

Activity 5 - Due Diligence and Acquisition

Task 5 - County and seller enter into due diligence period, obtain tile reports, environmental reports, and any other inspections/surveys available. Notice is issued in a local newspaper for three (3) consecutive weeks prior to close.

Deliverable 5 - Title Report, Complete CEQA and NEPA reports, and any other surveys/inspection reports. Copies of newspaper publications.

Section V

It is a Department priority to ensure all eligible persons receive equitable access to services, and are served with dignity, respect and compassion regardless of circumstance, ability or identity. This includes marginalized populations, including but not limited to, Black, Native and Indigenous, Latinx, Asian, Pacific Islanders and other People of Color, immigrants, people with criminal records, people with disabilities, people with mental health and substance use vulnerabilities, people with limited English proficiency, people who identify as transgender, people who identify as LGBTQ+, and other individuals that may not traditionally access mainstream support. The following list of questions highlight items that you as the Grantee might be doing to address racial equity. If you have not started to address racial equity in your housing and community development projects and programs, this is an opportunity to describe your plans for how this funding will reduce disparities and increase racial equity in your communities. Answers in this section will not serve to qualify or disqualify applicants but rather will serve as a baseline measure of the current state of each applicant’s disparities, efforts and outcomes.

Has your jurisdiction completed an analysis of racial disparities in its programs that address housing insecurity, homelessness and economic insecurity?

No

How will you capture and analyze data to determine if you have disproportionate outcomes in your CDBG-CV funded project or program for people in protected classes, including but not limited to Black, Native and Indigenous, Latino/Latina/Latinx, Asian, Pacific Islanders and other people of color who have been historically marginalized and are disproportionately impacted by housing segregation, poverty, homelessness, and COVID-19?
El Dorado County, acts as the Administrative Entity for the El Dorado Opportunity Knocks Continuum of Care (EDOK). At this time, the County is not providing direct services to homeless individuals by way of County employee efforts, but it is planning to in the future as new positions become available. At this point, all of the work being performed, including data metrics that may point to racial disparities and disproportionate impacts, is being performed by subrecipients who receive funding as a result of solicitations for services for homeless individuals across all funding areas and eligible activity areas. In order to ensure the system is developing a capacity to capture and analyze data to measure disproportionate outcomes, the County has committed to requiring service providers selected for funding to examine any racial disparities that exist in service provision and to develop, implement, and then report on activities for specifically addressing these disparities. For our CDBG-CV project, the funded activity will be exclusively the purchase of a hotel site; services provided at this site will be solicited through an RFQ process, that will include the same requirements of any selected subrecipient to address racial disparities. In the future, as County positions begin performing work related to serving homeless individuals at the interim housing site, the County will use HMIS to both capture and analyze any disproportionate outcomes at the interim housing site. When and if those disproportionate outcomes exist, the County is committed to addressing these disparities to ensure historically marginalized individuals are not left behind.

How will you respond to identified disparities and use this funding to work toward racial equity in your CDBG-CV funded project or program?
System-wide, the County and CoC partners are dedicated to identifying, examining, and addressing any identified racial disparities. It is the County's intent to use CDBG-CV funding to purchase a hotel site for interim housing of homeless individuals. All data collected on the individuals housed will be recorded in HMIS, which will allow for better analysis of any disparities in services. If disparities are identified at the interim housing site, the County will take reasonable action to ensure historically underserved and marginalized communities are provided equal access to services and have a voice in decision making for services in the future.

Does your organization have requirements for all subrecipients to look at data to determine racial disparities in its programs?
Yes

Provide Page # to reference in the Policy or Guidelines provided to subrecipients to look at data to determine racial disparities in its programs:
8

Upload subrecipient requirements to look at data to determine racial disparities in its programs
21-961-022 - posted 1-8-21.pdf

Does your organization have requirements for all subrecipients to put a plan in place to address racial disparities if they exist?
Yes

Provide Page # in the Policy or Guidelines provided to subrecipients to put a plan in place to address racial disparities if they exist
9

Upload subrecipient requirements (e.g. program standards, policies, standard agreement language) to put a plan in place to address racial disparities if they exist.
21-961-022 - posted 1-8-21.pdf

Identify and describe how people in protected classes, including but not limited to Black, Native and Indigenous, Latino/Latina/Latinx, Asian, Pacific Islanders and other people of color will access your CDBG-CV funded project or program.

Do you have Formal partnerships such as MOUs or subrecipient agreements with organizations serving people in protected classes, including but not limited to Black, Native and Indigenous, Latino/Latina/Latinx, Asian, Pacific Islanders and other people of color?
No

Do you have Informal partnerships with organizations serving people in protected classes, including but not limited to Black, Native and Indigenous, Latino/Latina/Latinx, Asian, Pacific Islanders and other people of color?
No

Do you have Materials in multiple language and accessible on jurisdiction website?
No

Do you have Communications campaigns on social media, radio, television or flyers targeted to people in protected classes, including but not limited to Black, Native and Indigenous, Latino/Latina/Latinx, Asian, Pacific Islanders and other people of color?
No

Do you have any 'other' means not listed for people in protected classes, including but not limited to Black, Native and Indigenous, Latino/Latina/Latinx, Asian, Pacific Islanders and other people of color accessing your CDBG-CV funded project or program?
No

How are the voices of people in protected classes, including but not limited to Black, Native and Indigenous, Latino/Latina/Latinx, Asian, Pacific Islanders and other people of color and those with lived experience of housing insecurity, homelessness and economic insecurity being centered in a meaningful, sustained way in creating effective approaches to addressing disproportionate outcomes in local projects and programs?

Does your jurisdiction have an advisory body for community level planning and decision making (e.g. Housing Advisory Committee, Community Planning Advisory Committee)?
No

Do residents of your jurisdiction have access to any type of Boards and Commissions training to increase the political participation and decision-making power of low-income communities and communities of color? (e.g. Boards and Commissions Leadership Institute, Public Boards and Commissions Training)
No

Have culturally specific organizations (those addressing the needs of protected classes) have been involved in developing your jurisdiction's COVID-19 response strategy, including plans, programming, and service provision?
No

Has your organization taken steps to ensure these funds are accessible to smaller and non-traditional organizations that have historically been serving communities of color but may not have previously participated formally in government grant programs?
No

Will your organization use these funds to address the organizational capacity of organizations that are led by Black, Latinx, Asian, Pacific Islander, and Native and Indigenous people?
No

List your partner organizations that are addressing racial equity in the housing and homelessness response system, the economic development sector and the health care sector and how do you partner with them.

Organization Name:
Tahoe Coalition for the Homeless

Partnership Type:
Coordinated Entry Lead

Number of years in this type of partnership:
2

Group(s) Served:
Black, Latinx, Asian, Pacific Islander, Native American, Indigenous People

Do you have additional partners to list?
No

Will you do deeper income targeting than CDBG-CV regulations require?
No

Will your public facility or infrastructure investment serve geographic areas where communities of color (including Black, Native and Indigenous, Latino/Latina/Latinx, Asian, Pacific Islanders and other people of color) are located, areas with high poverty rates, and/or areas with high COVID infection rates?
No

Section VI

Milestones

Milestones are the progress markers or performance indicators that indicate progress toward the completion of your activity. Milestones may directly relate to your task narrative and are enforceable through the standard agreement. Each activity must include at least a starting and a completion milestone, with a description of the milestone and a date. Additional milestones are optional and strongly encouraged.

If you enter milestones for your activity and those milestones are approved your milestones will supersede the HCD default milestones. Please note that if you do not elect to identify activity specific milestones in your application, HCD will default to the milestones in the CDBG-CV2 NOFA.

Default HCD Milestones are:

Milestone #1: Activity Start Up (Mandatory Milestone)
Milestone #2: 20% Expenditure Completion Date: June 1, 2021
Milestone #3: 50% Expenditure Completion Date: December 1, 2021
Milestone #4: 80% Expenditure Completion Date: May 1, 2022
Milestone #5: 100% Expenditure Completion Date: August 1, 2022 (Mandatory Milestone)

Milestone #1 - Activity Start
07/01/2021

Milestone #1 Completion Date
08/01/2022

Do you want to add additional optional milestones?
No

Milestone #10 - Confirmation of Closeout
08/01/2022

Milestone #10 - Confirmation of Closeout Completion Date
08/01/2022

Readiness Criteria

Collaborators and Partners

Partnerships and collaborations are supported and in many cases encouraged in implementing your COVID-19 related activity. Please indicate what types of partnerships you will be using in implementing your activity in the check-boxes and include a list of all of the different partners and collaborators including whether you have a formal or informal partnership agreement in the narrative section. Please upload and fully executed formal agreements as applicable.

If you are doing an activity in response to homelessness or to support persons experiencing homelessness you must coordinate with your Continuum of Care and identify them as a participating partner in this application. You will be required to track duplication of benefits in coordination with your Continuum of Care.

List of collaborators/partners
Other Local Government (county or city), Other

Provide a narrative listing your partners and collaborators:
City of Placerville and a homeless service provider to be solicited for site operations, subsequent to purchase of the interim housing site.

Upload Executed MOU/Partnership Agreement/Multi-Agency Agreement
Fully Executed MOU with City of Placerville.pdf

Upload Executed MOU/Partnership Agreement/Multi-Agency Agreement

Upload Executed MOU/Partnership Agreement/Multi-Agency Agreement

Do you have a draft or executed agreement with a contractor/subrecipient?
No

Threshold Criteria

Site Control

Some activities require proof of physical site control while others require proof of control of the resources necessary to complete the activity. For example, a service that provides delivered meals will need to have "control" of a vehicle for deliveries. In the narrative box, explain what type of site control will be necessary for your activity. Upload the applicable proof of site control.

If you believe no site control is required for your activity, indicate that in the narrative and explain why no site control is necessary for your activity.

Description of site control of the facility or means to conduct the services:
Site control consists of 3 elements: 1) A copy of the current lease of the site for COVID Non-congregate Shelter use, 2) A letter from the owner affirming both the the involvement in Project Roomkey by way of the lease as well as statement affirming the owner's intent to sell the site to the County, 3) A draft copy of the Request For Qualifications (RFQ) that will soon be released seeking a service provider for site operations and case management.

Upload Site Control Supporting Documentation
Letter Lease and RFQ - all site control docs.pdf

Federal funds may not be used to pay contractors, non-profits, or agencies that are federally debarred. Provide a proof of no-debarrment for each agency, contractor, non-profit, or company that will receive funding or be paid out of this grant. Individuals that are not a business do not need to be checked.

Use https://www.sam.gov/SAM/ to check for excluded parties and upload proof that contractors etc. are not debarred.

If you do not yet know who your contractors or subrecipients will be, you do not need to show proof of debarrment check at application. However you will be required to check for debarment prior to contract or subrecipient agreement execution.

Debarment checks that do not show results will not be accepted. All parties must be registered in SAM.Gov. Unregistered: consultants, contractors, partners, or subrecipients will not be eligible for reimbursement.

Upload your Debarment Check
SAM Verification.pdf

Upload additional Debarment Check Documentation

Upload an executed Statement of Assurances and Compliance. The template is found in the Files tab under the program solicitation. Please make sure the statement is completed with your jurisdiction's information and that the document has the specific CDBG-CV2 designation in the footer. The Statement of Assurances and Compliance is a legally binding document.

Upload your Statement of Assurances and Compliance with 2 CFR Part 200 *
Approved Certifications for CDBG-CV.pdf

Use the updated Citizen Participation Requirements document at https://www.hcd.ca.gov/policy-research/plans-reports/docs/Final-Citizen-Participation-Requirements-for-the-State's-Annually-Appropriated-Federal-Programs-Plans-and-Reports.pdf to complete your public participation. Use the guidance on holding public hearings and meetings during a disaster to ensure your organzation complies with public health priorities.

Use the Citizen Participation reference documentation in the Files tab of the solicitation for additional information on Limited English Proficiency (LEP) and a sample public notice.

Per 24 CFR §570.486 https://www.law.cornell.edu/cfr/text/24/570.486 the public notice should contain at the minimum, the amount of CDBG funds being requested, the amount of PI funds being used (if applicable), the range of activities that will be performed, the address, phone number, and times of the meeting.

Citizen Participation - Have you met all Public Hearings/Citizen Participation requirements?
Yes

Upload Citizen Participation Proof of Public Notice
All public notice both meetings.pdf

Upload Public meeting/hearing presentation/handout materials
All PresentationMaterials.pdf

Upload Public Comment and Responses
EDOK Board Special Meeting Minutes 4.27.21.pdf

Upload Public meeting/hearing presentation/handout materials

Use the approved sample resolution from the Files tab of the Solicitation. Do not modify the sample language in the resolution.

Upload Approved Resolution for Application
Signed Resolution for CDBG-CV.pdf

Download the FI$CAL TIN from the Files tab in the Solicitation. Do not use P.O. Box addresses on the TIN. Make sure the TIN includes the official name of your jurisdiction.

FI$CAL TIN FORM

Upload CA TIN Verification Form
FI$Cal W9 - Tax FEIN - completed.pdf

Monitoring and Compliance

Are all single audit findings cleared or in remediation?
Yes - All findings have been addressed/we have no findings

Are all HCD CDBG program monitoring findings cleared or in remediation?
N/A (no audit finding or not required to submit single audit)

Are you in compliance with all exisiting HCD award agreements?
Yes

Environmental

Use the Environment Review forms located on HUD's website athttps://www.hudexchange.info/programs/environmental-review/orientation-to-environmental-reviews/#overview to complete your environmental review. Note that even General Administration requires a statement of exemption. Upload the correct level of environmental review for your activity and a statement of exemption for any General Administration that you intend to use.

If the level of review for your activity is an Environmental Assessment or Environmental Impact Study, please upload the assessment or study plus consultation letters, identified mitigations, and/or conditions of approval. Please do not upload the entire environmental review record if it is more than 50 pages. Do upload any noticing FONSI/RROF or NOIRROF and Authorization to Use Funds if available that corresponds with the activity's appropriate level of review. Acceptable formats of these forms can be located at https://www.hudexchange.info/programs/environmental-review/. To determine the correct level of review go to HUD's environmental review overview page https://www.hudexchange.info/programs/environmental-review/orientation-to-environmental-reviews/#overview. Please make sure your Environmental Review is definitive in findings and that the program/project description matches the activity description in this application. Environmental reviews with inadequate project/program descriptions, findings that are not definitive or that have squishy language, do not adequately or correctly identify mitigations, did not complete required consultations, or that have other material deficiencies may result in disqualification.

Upload Activity NEPA Compliance
Part-58-EA-Format 5-5-21V2 Signed.pdf

Upload General Administration NEPA Compliance

Upload additional proof of NEPA Compliance
RFS - All Attachments.pdf

Section VII

Budget and Duplication of Benefits

You are expected to provide two activity budgets. There is a CDBG specific budget that you will complete as part if your application in the eCivis Grants Network. That budget is linked below and must be completed before you submit your application. You ALSO need to complete a full activity budget. Your full activity budget should use the sources and uses Excel template included in the Files tab in the Solicitation. You may use your own excel budget, provided it includes all of the sources and uses that will be included in your activity. Include line items for each component of your activity. Identify all funding sources that will be used to fund your activity including other federal and state funding, local funding, foundation or non-profit funding, donations and any other cash resources. Do not include in-kind donations or volunteer time.

This template will also be used to evaluate your duplication of benefits. Indicate in the template where you project increased utilization of your public services if you are proposing a public service activity.

Your complete activity budget narrative should include information about how the activity will be funded and whether or not the activity is viable if other funding sources are not available and the activity is only partially funded. For instance can the project scope be reduced the number of beneficiaries be reduced, can the project be scaled to the amount of funding available. Make sure the budget narrative has a relationship to the tasks and deliverables described above. The narrative should include information about how the CDBG funding will only be used to support a new activity, a modified existing activity, or an addition of a new type activity.

Do you have program income not already included and committed in a CDBG activity?
No

Budget Narrative:
CDBG-CV Funds are budgeted to include all of the remaining Round 1 funding, all of Round 2 funding, and all of Round 3 funding for both the County of El Dorado and the City of Placerville, who are applying jointly for this project. The total of all allocations is $2,251,157, all of which will be used 100% towards the purchase of the site exclusively. No funding is being budgeted for administrative costs intentionally.

Upload Cost Allocation Plan (if applicable)

Upload Duplication of Benefit Tracker Form (in Excel)
Duplication of Benefit Tracking.xlsx

You will be responsible for documenting compliance with HUD's duplication of benefit requirements. You can find additional information about how to track duplication of benefits at the following link: HUD DOB

See a Duplication of Benefits Policy sample in the Files tab of the Solicitation

Include a brief narrative explaining how you plan to track for duplication of benefits in your activity.
The projected cost of site acquisition exceeds the total amount of funding made available through CDBG-CV. As a result, duplication of benefit is unlikely, as we will spend all of the CDBG-CV funding plus additional funding to simply complete the purchase. Separate funds from separate sources will be required to pay for sustaining site operations.

Upload your duplication of benefits tracking policy
EDC - CDBG-CV Duplication of Benefits Policy.docx

Miscellaneous supporting documentation (photos, maps, renderings, newspaper articles, etc.)
Sac Journal Article.pdf

Miscellaneous supporting documentation (photos, maps, renderings, newspaper articles, etc.)

Miscellaneous supporting documentation (photos, maps, renderings, newspaper articles, etc.)

Have you completed and submitted your eCivis Grants Network budget worksheet?
Yes

Total Grant Dollars Requested CDBG CV-2/CV-3 Budget:
$2,251,157.00

View Budget Worksheet
https://portal.ecivis.com/#/peerBudget/7DD2587D-9EDA-4DE2-A706-BCF3D47F16BE

Application Goals

View Application Goals
https://portal.ecivis.com/#/peerGoals/AD0A7A6A-AA1B-447D-8B0A-F2C300576570

By typing my name in the field below, I hereby certify that this application is true and complete to the best of my knowledge.:
Don Semon

Average Score
0.00

# of Reviews
2

# of Denials
0

Original Submission Date (for re-submissions)
05/06/2021

Exhibit E - Budget

Applications: File Attachments

Upload your guidelines / strategic plan / operations plan / implementation strategy
CDBG-CV Hotel Acquisition Timeline and Plan.docx

Upload subrecipient requirements to look at data to determine racial disparities in its programs
21-961-022 - posted 1-8-21.pdf

Upload subrecipient requirements (e.g. program standards, policies, standard agreement language) to put a plan in place to address racial disparities if they exist.
21-961-022 - posted 1-8-21.pdf

Upload Executed MOU/Partnership Agreement/Multi-Agency Agreement
Fully Executed MOU with City of Placerville.pdf

Upload Site Control Supporting Documentation
Letter Lease and RFQ - all site control docs.pdf

Upload your Debarment Check
SAM Verification.pdf

Upload your Statement of Assurances and Compliance with 2 CFR Part 200 *
Approved Certifications for CDBG-CV.pdf

Upload Citizen Participation Proof of Public Notice
All public notice both meetings.pdf

Upload Public meeting/hearing presentation/handout materials
All PresentationMaterials.pdf

Upload Public Comment and Responses
EDOK Board Special Meeting Minutes 4.27.21.pdf

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Duplication of Benefit Tracking.xlsx

Upload your duplication of benefits tracking policy
EDC - CDBG-CV Duplication of Benefits Policy.docx

Miscellaneous supporting documentation (photos, maps, renderings, newspaper articles, etc.)
Sac Journal Article.pdf

Real Property Acquisition:

Summary of procedures to acquire real property for the County of El Dorado:

The following are general procedures and considerations when the County is contemplating the acquisition of real property.

Step	Timeline	Tasks to accomplish	Deliverables
Step 1. Identify Need	1 Week	1. The Facilities Division will meet with the Department Head or other stakeholders to discuss the circumstances warranting the need. Discussion identifies: a. Program needs. b. Consistency with General, Park or Facilities Plan. c. Funding. d. Proximity to other programs, facilities, or staff. e. Proximity to clientele and ease of access. f. Location concerns. g. Other special requirements.	Detailed description of property parameters for initial search.
Step 2. Identify Property Options	4-6 Weeks	1. Facilities will exhaust all efforts to identify available space within an existing County facility or available County owned property before starting a search for new. Any identified space will be discussed with that department head to determine if it suits the needs of the program. If no existing spaces are suitable, begin the search for new property. 2. Board of Supervisors meets to approve the appointment of a negotiator to act on behalf of the County for the purposes of negotiating acquisition. 3. In the search for property for a specific purpose, Facilities will work with the Negotiator, and the department/stakeholder to discuss the needs and terms under which the user prefers to operate. A Criteria will be	Board of Supervisors meeting minutes If an external Negotiator, Memorandum of Understanding with clearly defined roles and duties. Property Assessment for structural integrity

		established to identify the necessary requirements of the ideal location. a. Consistency of the buildings size and expansion potential with the need of the department. b. Public accessibility and compliance with current codes c. Possibly retain the services of an architect or engineer to evaluate the structural integrity of the facility along with the remaining useful life of the main building systems such as Mechanical, Electrical, Plumbing, and roof systems. d. Obtain floor plans of the location and walk the space with department representatives to determine the needed layout of that facility. e. Perform NEPA Environment Assessment f. Have a space planner attend the walk through of the preferred properties to provide revised drawings and draft the required specifications (specs). Facilities staff may provide a cost estimate of the necessary improvements.	Completed NEPA Environmental Assessment Documentation. Floor plans of selected Site
Step 3. Negotiations with Selected Property	6-8 Weeks	1. Depending upon the acquisition circumstances, several parcels may be considered simultaneously for Board of Supervisor consideration. Before commencing negotiations, additional steps should be addressed before coming to the Board. a. Determine if the location and intended use is consistent with	Board of Supervisors Agenda and Meeting Minutes Public Comments Meeting Agenda and Meeting Minutes. Comprehensive Appraisal Report

		the County or City's General Plan. b. Determine if there are any decision makers, (someone within the selection and acquisition process) that have a conflict of interest. Also consider all parcels within 500 feet of the given parcel. c. Determine the potential price range of all parcels in consideration. 2. Hold public meeting for public comment 3. An open session meeting will be set with the Board to address the need for the parcel/building and to ask for permission to negotiate. Subsequent to this, a closed session meeting with the Board will be set to discuss price and terms. 4. A letter of intent is sent to the respective seller to commence negotiations. 5. Meet with County surveyor and County Assessor to discuss any concerns or information they may have about the parcel or its assessment of value. If it's deemed necessary, an independent appraisal should be obtained. 6. Competitive prices are eventually determined and all variables are discussed with Key stakeholders. a. For the purpose of the Project Roomkey Site acquisition, pricing will be evaluated as both a functioning Motel site at average nightly occupancy and by the basis of the value while	Issued and Signed Letter of Intent to Purchase

		under contract for Project Roomkey.	
Step 4. Development of Contract	6-8 Weeks	1. Once the ideal location has been selected and final price and terms have been posed, the department and facilities will come back to the Board of Supervisors for approval. 2. Facilities staff (and/or Broker) will work with County Counsel to draft a Purchase and Sale Agreement (PSA) consistent with the agreed upon letter of intent.	Board of Supervisors Meeting Agenda and Minutes Executed Purchase and Sale Agreement (PSA)
Step 5. Due Diligence and Property Acquisition	90-Days	1. County and seller enter into an extended 'due diligence' period. This period should be long enough to confirm the work outlined above. Additionally, obtain and evaluate preliminary title reports, environmental reports, and any other reports or surveys available. 2. A notice will be posted in the local newspaper publication for three (3) consecutive weeks before closing. Will occur concurrently during the Due Diligence period.	Title Report, Environmental Report (Consistent with NEPA and CEQA), other surveys as determined appropriate. Newspaper notification posted in the local paper.

County of El Dorado
Chief Administrative Office
Procurement and Contracts Division

solicitation on behalf of the

Health and Human Services Agency
And
The El Dorado County Continuum of Care,
El Dorado Opportunity Knocks

Request for Proposal
#21-961-022

for

Rapid Rehousing Homeless Outreach and Homeless Prevention Services

Submittal Deadline:

February 19, 2021, not later than 3:00 PM (PST)

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Attachment A – Sample Agreement*
Attachment B – Fair Market Rents

*The attached Sample Agreement for Services is for reference only. Other terms and conditions may apply based on the types of services and funding involved.

1.0 INTRODUCTION

Overview:

The County of El Dorado (County) is soliciting sealed proposals from highly qualified firms (Contractor, Proposer, respondent, or firm) to provide Rapid Rehousing (RRH), Homeless Outreach, and Homeless Prevention services for homeless citizens throughout the County. Rapid Rehousing services will prioritize those homeless clients currently housed in non-congregate shelter settings as a result of the COVID-19 pandemic; homeless prevention and homeless outreach services will be directed at citizens impacted as a result of the COVID-19 pandemic.

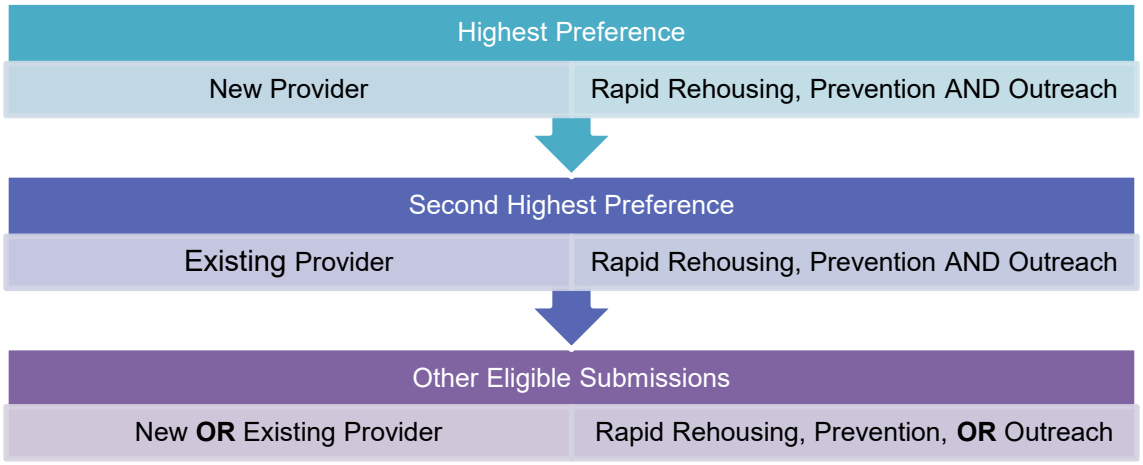
The County of El Dorado acts as the Administrative Entity for the El Dorado County Continuum of Care (CoC), El Dorado Opportunity Knocks (EDOK). In support of the CoC, the County submitted an application for funding to the California Department of Housing and Community Development (HCD), in response to a solicitation for projects related to the Emergency Solutions Grant (ESG) funded through the Coronavirus Aid, Relief, and Economic Stimulus (CARES) Act (ESG-CV).

Subsequent to an Executive Order issued by Governor Newsom on May 29, 2020 (N-66-20), the ESG-CV allocation was streamlined for direct distribution to the County, acting as an Administrative Entity for EDOK. As the Administrative Entity, the County has assumed the role typically reserved for HCD, making the County responsible for soliciting service providers on behalf of the EDOK, consistent with the approved proposal submitted to the HCD.

The approved proposal submitted for ESG-CV budgeted $163,900 for Rapid Rehousing (RRH) of homeless individuals, $75,000 for Homeless Outreach, and $75,000 for Homeless Prevention. Because the CARES Act funding available through ESG-CV is specific to the Coronavirus pandemic, all services and activities provided with the funding must be directly related to and in support of responding to the needs of homeless individuals (or in the case of Homeless Prevention services, those at imminent risk of homelessness) directly impacted by COVID-19.

El Dorado County and EDOK are in the process of building a comprehensive network to support the homeless within the County, with a focus on building the capacity for homelessness response within the community. As a result, the County is seeking both current and new service providers to help support the system of providers. Leveraging this opportunity to recruit additional/new service providers could add service capacity to the existing system and greatly benefit the community.

The County will accept proposals for all three (3) services (Rapid Rehousing, Homeless Outreach and Homeless Prevention services) as well as proposals for any one (1) of these services, with preference given to providers not currently established in El Dorado County who can perform all three (3) services. In the event a proposal is not received for an appropriately qualified, new provider capable of providing all three (3) services, the County will evaluate and select proposals from any eligible provider serving El Dorado County, with preference given to a provider who can perform all three (3) services. Lastly, if no local provider can perform all three (3) services, the County will accept proposals for any one (1) of the three (3) services solicited by either a new or existing provider. In all cases, Proposers responding to this solicitation will be required to provide services throughout El Dorado County; regional approaches to services that limit proposed services to a geographic portion of the County will not be evaluated.



Funding Information:

Several factors related to this funding are important for Proposers to consider prior to submitting a response to this Request for Proposal (RFP):

- ESG-CV funds are derived from a federal origin. By law, this federal funding must adhere to the Code of Federal Regulations (CFR), and the United States Department of Housing and Urban Development (HUD) Housing First Principles, in addition to local/County rules and requirements.
    - Funding must strictly adhere to the Cost Principles identified in 2 CFR 200, which specifies allowability for costs as being direct or indirect costs in support of the project.
    - Consistent with 2 CFR 200 Part 200.403(b) and Part 200 Appendix 4, the selected recipient may only seek indirect costs consistent with a Federally approved indirect cost rate, or a de minimis rate which may not exceed ten percent (10%) of the modified total direct cost calculations.
    - Funding awarded should be considered in determining whether the organization is subject to the 2 CFR 200 Subpart F. “Audit Requirements” threshold. Those organizations who receive more than $750,000 in federal

funding will be required to perform a single audit, consistent with the requirements of Subpart F.
    - Any contracts resulting from this solicitation are subject to monitoring of both costs and activities. Contract terms and conditions resulting from a successful proposal will include provisions requiring the subrecipient to make available to any County, State, or Federal representative all records and documents related to these activities.
- ESG-CV funds are not a permanent or inexhaustible funding stream. Service providers selected through this opportunity will be subawarded fixed amounts with which to perform the required work, in addition to a limited timeframe in which to perform all activities and expend funds.
- The amounts of funding identified in ESG-CV are specific to the proposal submitted and approved by HCD in the first round of funding. HCD has already announced an additional round of funding (Round 2), which will likely include additional funding for RRH. In the likely event the County serves as the Administrative Entity for Round 2, this solicitation will also serve as the selection process for any subaward for Round 2 funding, which will likely include additional funding for Rapid Rehousing Services. The additional Round 2 funding will be added to the selected subrecipient's subaward through a contract amendment.

Because ESG-CV is federal funding passed through the State and through the County, any Proposer selected as a result of this solicitation will be subject to verification that the organization has not been prohibited from acting as a federal contractor (debarment and suspension). Consistent with Title 2 of the Code of Federal Regulations, Part 180, the County cannot use federal funding to contract with an organization that has been debarred or suspended. The County verifies organizations are not debarred or suspended through the federal System of Award Management (https://www.sam.gov/SAM/). Registration with the System of Award Management is free and can be completed with an active DUNS number, which can be obtained through Dun and Bradstreet (https://www.dnb.com/duns-number/get-a-duns.html). The entire process of obtaining a DUNS number and registering with SAM.gov may take several weeks to complete, but the process must be completed prior to any contract with the County. As a result, Proposers are strongly encouraged to begin this process prior to submitting a proposal in response to this RFP.

Current COVID-19 Homeless Situation:

The 2019 Point in Time Count (PIT) in El Dorado County recorded a total of six hundred thirteen (613) homeless individuals. Of that count, seventy-eight percent (78%) were unsheltered and twenty-two percent (22%) were sheltered. Only thirty-eight percent (38%) of this population reported being homeless for the first time with sixty percent (60%) of the population reporting they have been homeless before (nineteen percent [19%] chronically homeless). Relevant to the COVID-19 pandemic, thirty-six percent (36%) of reporting individuals identified a

chronic health condition and twenty-four percent (24%) reported a physical disability. The 2021 PIT count was scheduled to take place in January 2021, but has been postponed until 2022 (likely) as a result of complications related to COVID-19.

The County Health and Human Services Agency currently partners with the Tahoe Coalition for the Homeless, the Upper Room Dining Hall, Marshall Medical Center, and numerous others to provide Non-Congregate Shelter (NCS) and case management services for medically vulnerable, unsheltered homeless persons at two (2) separate hotel locations: the Stagecoach Inn in Pollock Pines, California (twenty-six [26] rooms), and Fairbridge Inn, in South Lake Tahoe, California (twenty [20] rooms). The population count sheltered at each site fluctuates with new referrals and placements. However, the total population housed at any given time remains relatively stable at approximately forty [40] individuals/families.

This emergency shelter service is being provided as a response to the COVID-19 pandemic, and is not intended to serve as a permanent housing solution. Through the RRH component of this solicitation, it is the goal of the County to use available RRH funding, in combination with the most qualified service provider available, to rehouse as many clients currently sheltered at the NCS sites into permanent housing, or those waitlisted for NCS services.

Proposers should keep in mind that NCS services are currently provided on both the County's West Slope (areas west of Echo Summit) and East Slope (South Lake Tahoe basin). It is the intent of this solicitation to identify providers who can serve the entire homeless population, on both slopes of the County. The County will accept joint proposals from multiple agencies with a clear plan for all agencies involved in the proposal to serve their respective regions. If Proposers choose to collaboratively submit a joint proposal, one agency must serve as the lead agency, the Proposer, and will be responsible for contracting with the other agencies involved in the joint proposal, including all invoicing and monitoring of those contracts subsequent to award and a fully executed funding agreement.

RFP Process Information:

The County of El Dorado is an equal opportunity employer (EOE). All individuals are encouraged to participate. The County will not discriminate against any individual because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, or sexual orientation.

The County will award a one (1) year sub-award funding agreement, during which the selected subrecipient of funding will have a fixed subaward amount from which actual costs may be billed. Upon mutual written agreement, the

contract may be extended for one (1) additional year, under the same terms and conditions, should a balance of available funding remain and services continue to be required.

This RFP includes a description of the evaluation and selection process, Scope of Work, proposal requirements, and insurance requirements.

The following schedule is for reference purposes:

RFP Issuance	January 8, 2021
Deadline for Questions	January 22, 2021
Answers Posted on or about	January 29, 2021
Due Date for Submissions	February 19, 2021

In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued and posted at: http://edcapps.edcgov.us/contracts/invite.asp. Any amendment to this RFP is valid only if in writing and issued by the County, Procurement and Contracts Division. Verbal conversations or agreements with any officer, agent, or employee of the County that modify any terms or obligations of this RFP are invalid.

All interpretation or corrections, as well as any additional RFP provisions that the County may decide to include, will be made only as an official addendum that will be posted to the County's website and it shall be the Proposer's responsibility to ensure they have received all addendums before submitting a proposal. Any addendum issued by the County shall become part of the RFP and will be incorporated into the proposal.

The County will not be bound by oral responses or inquires, or written responses other than written addenda.

2.0 SCOPE OF WORK

2.1 ESG-CV Service Descriptions

A. Rapid Rehousing (RRH)

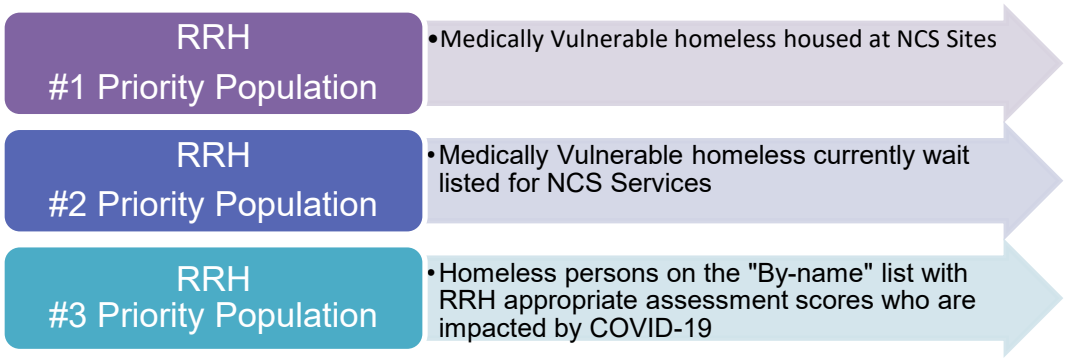
The United States Interagency Council on Homelessness defines Rapid Re-Housing as, "An intervention designed to help individuals and families that don't need intensive and ongoing supports to quickly exit homelessness and return to permanent housing."

The goal of Rapid Rehousing Services solicited through this RFP is to rehouse clients currently housed at NCS sites into permanent housing, as well as those on the wait list for NCS services. Local providers have

expressed concerns regarding limited staff and organizational capacity to expand services to address this population in addition to the work already being performed. While local providers are not being excluded from this competition, the County acknowledges recruiting additional providers to help achieve this goal may be necessary to ensure positive outcomes for those housed in NCS.

It is also important to note, El Dorado County, like much of California, is experiencing a chronic, short supply of affordable housing. As a result, it is highly anticipated the selected service provider will need to employ innovative approaches and creative solutions to help identify available housing and aggressively engage and recruit landlords, in addition to placing these individuals into the identified housing. It is also noteworthy that Landlord Incentives are an allowable cost as a part of RRH.

Lastly, in the event service capacity and funding allows for services that extend beyond the NCS sites and waitlist, services would then be focused on those individuals impacted by COVID-19 who are on the "by-name" list with an appropriate vulnerability score for RRH.



Any landlord incentives or rental assistance proposed as a part of RRH services must be consistent with the Allowable Costs/Restrictions Section, identified in Section 2.4 "A".

B. Homeless Outreach

Homeless Outreach takes place in many ways throughout the County currently, as many County departments serve homeless clients within the scope of their departments' services. In light of the COVID-19 pandemic, anecdotal evidence indicates the financial impacts of the pandemic may have forced additional citizens into homelessness (better evidence may result from the 2021 PIT Count). Conducting outreach to identify the newly homeless impacted as a result of COVID-19 and then connecting those individuals and families with appropriate services is a necessary component of homeless service provision in response to COVID-19.

As a part of Homeless Outreach, Proposer's are encouraged to consider innovative approaches and models to reaching underserved members of the homeless community to ensure these groups connected with services. Allowable costs for homeless outreach services may include hand washing stations, mobile services and/or assistance costs, kits/packages of emergency essentials, and other costs that may help to incentivize connections with services.

C. Homeless Prevention

Anecdotal evidence also suggests individuals and families may be at imminent risk of homelessness as a result of the financial impacts of COVID-19. Activities and efforts that can be taken to prevent these individuals and families from entering homelessness would result in stabilizing any increase to the number of homeless persons seeking services.

Any landlord incentives or rental assistance proposed as a part of Prevention services must be consistent with the Allowable Costs/Limits Section, identified in Section 2.4 "A".

2.2 Housing First Principles

Housing First is an approach that quickly and successfully connects individuals and families experiencing homelessness with permanent housing, without preconditions and barriers to entry, including but not limited to sobriety, treatment, or participation in services. Supportive services are offered to maximize housing stability and prevent return to homelessness, but cannot be used as a condition that must be met to enter housing.

The California Welfare and Institutions Code (WIC) Section 8255(b), provides eleven (11) core components of Housing First principles:

1. Tenant screening and selection practices that promote accepting applicants regardless of their sobriety or use of substances, completion of treatment, or participation in services.
2. Applicants are not rejected on the basis of poor credit or financial history, poor or lack of rental history, criminal convictions unrelated to tenancy, or behaviors that indicate a lack of "housing readiness."
3. Acceptance of referrals directly from shelters, street outreach, drop-in centers, and other parts of crisis response systems frequented by vulnerable people experiencing homelessness.

4. Supportive services that emphasize engagement and problem solving over therapeutic goals and service plans that are highly tenant-driven without predetermined goals.
5. Participation in services or program compliance is not a condition of permanent housing tenancy.
6. Tenants have a lease and all the rights and responsibilities of tenancy, as outlined in California's Civil, Health and Safety, and Government codes.
7. The use of alcohol or drugs in and of itself, without other lease violations, is not a reason for eviction.
8. In communities with coordinated assessment and entry systems, incentives for funding promote tenant selection plans for supportive housing that prioritize eligible tenants based on criteria other than “first-come-first-serve,” including, but not limited to, the duration or chronicity of homelessness, vulnerability to early mortality, or high utilization of crisis services. Prioritization may include triage tools, developed through local data, to identify high-cost, high-need homeless residents.
9. Case managers and service coordinators who are trained in and actively employ evidence-based practices for client engagement, including, but not limited to, motivational interviewing and client-centered counseling.
10. Services are informed by a harm-reduction philosophy that recognizes drug and alcohol use and addiction as a part of tenants' lives, where tenants are engaged in nonjudgmental communication regarding drug and alcohol use, and where tenants are offered education regarding how to avoid risky behaviors and engage in safer practices, as well as connected to evidence-based treatment if the tenant so chooses.
11. The project and specific apartment may include special physical features that accommodate disabilities, reduce harm, and promote health and community and independence among tenants.

2.3 Racial Disparity Effort and Data Requirements

As a part of the requirements for ESG-CV funding, HCD has placed an emphasis on projects that will address racial disparities in service provision for homeless individuals. While not an evaluative component considered in the selection process for this RFP, **all Proposers will be required to examine racial disparities in their service provision and develop a plan for addressing racial disparities**. This plan must be submitted with the proposal seeking funding as a result of this RFP, as identified in Section 4.4 of this RFP. Subsequent to award, all ESG-CV funded projects will be required to report to the County efforts and outcomes related to reducing any racial disparities.

The required plan for addressing racial disparities must, at a minimum, answer the following questions:

- What are the service area's racial demographics and those within the service area of the proposed project?
- What are the outcomes of the homeless response system based on race?
- What race-based disparities exist amongst those receiving services?
- How will underserved and marginalized communities learn about and enter into services funded through ESG-CV?
- What marketing and communication strategies will be used to increase equitable access to ESG-CV services?
- How are the voices of Black, Latinx, Asian, Pacific Islander, Native and Indigenous communities, and those with lived experience of homelessness being centered in a meaningful, sustained way to help influence effective approaches to reducing and ending homelessness in these communities?
- What partnering organizations will the Proposer work with that focus on addressing racial equity in housing and homeless response, and what is the nature of that partnership?

The required plan must also include proposed outcomes related to reducing disparities in services for underserved and traditionally marginalized communities. Outcomes proposed must include clearly defined metrics that demonstrate both a current state of services, a goal for reducing disparities, and a method for measuring the reduction over the course of the funding cycle.

In furtherance of the goals of reducing racial disparities amongst homeless individuals and those impacted by COVID-19, organizations serving traditionally unserved or underserved populations are encouraged to submit proposals, emphasizing achievable reductions to racial disparities in service provision.

2.4 Other Considerations

A. Allowable Costs/Limits:

Because Rapid Rehousing is a fairly broad area of services, which may include Landlord Incentives, Rental Assistance, and a myriad of other costs, ESG-CV funding has identified several limits and constraints governing how this funding may be used. Allowable costs for RRH include:

- Arears payments for both utilities and rent;
- Up to twelve (12) months of rental assistance for properties at or below Fair Market Rent (FMR), consistent with those rates identified in Attachment “B”;
- Signing bonuses for Landlords in a value up to two (2) months of rent;
- Security deposits for properties in a value up to three (3) months of rent;
- Costs for repairs and damages incurred by a client receiving services as a result of this funding when those damages or repairs are not covered under the security deposit; and
- Costs for extra cleaning or required maintenance of the rental unit.

B. HMIS Data requirements

Homeless service providers in El Dorado County are required to input data into the Housing and Urban Development Homeless Management Information System (HMIS) related to the services they provide to clients. Clients enter the homeless system through Coordinated Entry Services in place in County, at which time a record is created. The Proposer selected as a result of this RFP will be required to input data into HMIS for the purposes of capturing data specific to their clients/efforts to ensure data continuity within the system.

The HMIS system currently used in El Dorado County is provided through BellData Systems. **The selected Proposer will be responsible for paying for a license for their organization, and are encouraged to budget sufficient funding for a license for this system if the organization does not currently have a license for the system; licenses currently cost approximately $495 annually.** Each license can have an unlimited number of users, but the system does limit the number of users who can access the system at the same time.

C. Coordination with Case Management Providers and Collaborative Partners

Clients already placed into NCS have been provided with case management services while in shelter. While the goal of case management has been to help clients establish income, obtain documentation, and overcome obstacles necessary for permanent housing, the provision of these services does not guarantee any particular client is “housing ready”. The selected Proposer will be required to, as a matter of necessity, work closely with the case management providers currently serving clients in NCS to ensure a coordinated approach in moving these clients into permanent housing solutions.

For the purposes of outreach and prevention, the selected Proposer will also be required to coordinate and collaborate with existing providers, including ensuring clients are referred to the other homeless service organizations in the community, when services or resources available at these organizations may help create better outcomes for clients. The selected Proposer will also be required to attend all Coordinated Entry meetings.

D. Reporting Requirements

In addition to recording data in HMIS, the respondents can anticipate quarterly progress reports that identify counts of activities/clients, in addition to qualitative/narrative speaking to the overall progress of the effort. The purposes of reports outside of HMIS will be to ensure sufficient information is available to report on the success/outcomes/achievements resulting from this funding.

3.0 ELIGIBILITY

To be considered eligible to submit a proposal for evaluation, Proposers must:

1. Be an established organization with a demonstrable history serving homeless individuals in California. This funding will only be used to pay for the costs of direct services in El Dorado County, which may include operational costs in El Dorado County. To establish that the Proposer's organization meets this requirement, the Proposer must indicate how many years it has been serving homeless individuals in the Cover Letter, as noted in section 4.1. "Cover Letter" of this RFP.
2. Have an established, demonstrable commitment to Housing First principles. To demonstrate eligibility in this area, the Proposer must submit evidence that Housing First principles are adhered to organizationally; evidence may include policies, procedures, or other organizational governing documents specifically identifying Housing First as principles being adhered to.
3. Include a plan for addressing racial disparities, consistent with the requirements outlined in Section 2.3 of the RFP.
4. Certify the Proposer understands it will be required to provide services throughout El Dorado County including the West Slope and East Slope.
5. Certify the Proposer has read and will agree to the standard terms and conditions identified in the Sample Agreement, attached to this RFP as Attachment "A".
6. Certify neither the organization nor its members have been debarred or suspended from receiving federal funding, and provide evidence of active

registration or pending active registration in the Federal System of Award Management (Sam.gov).

Proposals received by the County that do not meet Eligibility Requirements, as identified in this section, will be considered non-responsive and not evaluated further.

4.0 PROPOSAL SUBMISSION COMPONENTS

Each response to this RFP shall include the information described in this section. Failure to include all of the elements specified may be cause for rejection. The document shall be 8-1/2 inches by 11 inches in size or shall be folded to that size. Proposers should ensure submitted proposals are of sufficient length to effectively answer address required evaluative components identified in the RFP. However, overly lengthy submissions will not be evaluated favorably.

All proposals shall contain the following components, and in the order given:

4.1 Cover Letter must at least contain the following information:

- Title of this RFP;
- Name and Mailing Address of Firm (include physical location if mailing address is a P.O. Box);
- Contact person including telephone number, fax number, e-mail address, and physical mailing address;
- The number of years the organization has been providing services to homeless individuals in California or Nevada (regions adjacent to South Lake Tahoe);
- A statement indicating whether or not the Proposer is currently serving homeless clients within El Dorado County and actively involved in the El Dorado County Continuum of Care;
- A statement identifying whether the Proposer is interesting in providing all three (3) of the services solicited, as identified in this RFP, or if the Proposer is only interested in providing one (1) of the services;
- A statement certifying the Proposer understands it will be required to provide services throughout County, including both the West Slope and the East Slope;

- A statement certifying the Proposer has read and will agree to the standard terms and conditions identified in the Sample Agreement, attached to this RFP as Attachment “A”;

- A statement certifying neither the organization nor its members have been debarred or suspended from receiving federal funding. Evidence of active registration or pending active registration in the Federal System of Award Management (Sam.gov) must also be provided, separate from the Cover Letter; and

- A statement by submitting firm requesting protection of proprietary information, if necessary consistent with the provisions and requirements identified in Section 14. All proposals may be considered public information. Subsequent to award of this RFP, all or part of any proposal may be released to any person or firm who may request it. Therefore, Proposers may request in their Cover Letter if any portion of their submittal should be treated as proprietary and not released as public information.

4.2 Signatory Requirements: In order to receive consideration, the Cover Letter must be signed by an official empowered by the organization to sign such material and thereby commit the organization to the obligations contained in the RFP response. **Further, the signing and submission of a response shall indicate the intention of the organization to adhere to the provisions described in this RFP and a commitment to enter into a binding contract.** Submittals shall be signed by one of the following representatives:

- If the respondent is a **partnership,** submittal shall be signed in the firm name by a partner or the Attorney-In-Fact. If signed by the Attorney-In-Fact, there shall be attached to the proposal a Power-Of-Attorney evidencing authority to sign proposals, dated the same date as the proposal and executed by all partners of the firm.

- If the respondent is a **for-profit corporation,** the submittal shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.

- If the respondent is an **individual** doing business under a firm name, the submittal shall be signed in the name of the individual doing business under the proper firm name and style.

- If the respondent is a **non-profit organization** (i.e., 501(c)3), the submittal shall be signed by the Executive Director of the organization

with additional evidence submitted to demonstrate the Executive Director has been delegated to have signature authority by the organization's governing body.

4.3 Proposal Narrative

A. Executive Summary:

The Executive Summary section of the proposal should address the Proposer's overall approach to providing Rapid Rehousing, Prevention, and Outreach Services related to COVID-19 impacted homeless clients in El Dorado County. At a minimum, the Executive Summary should:

1. Describe the Proposer's understanding of the need for services for homeless citizens in El Dorado County; and
2. Describe the Proposer's overall intent and approach for meeting the need for services, including its ability and capacity to do so, and whether it is proposing all three services (Rapid Rehousing, Homeless Outreach, and Homeless Prevention) or one (1) of the three (3) services.

B. Plan for Services:

The plan for services should address the Proposer's plan for providing Rapid Rehousing, Homeless Outreach, and/or Homeless Prevention services. All descriptions of plans should be detailed and include measurable outcomes, defined timelines, a clear discussion of the staff/resource requirement to provide the services, and the activities/steps that will be taken to achieve the outcomes identified. At a minimum, the plan for services should clearly:

1. Describe the Proposer's plan for Rapid Rehousing homeless clients currently housed in NCS sites on both the West Slope and East Slope of El Dorado County;
2. Describe the Proposer's plan for providing outreach for homeless persons in El Dorado County on both the West Slope and East Slope of the County;
3. Describe the Proposer's plan for providing homeless prevention services to those at imminent risk of homelessness throughout El Dorado County;
4. Describe the Proposer's plan for working with current case managers to address each client's unique needs in order to assist with rehousing efforts;
5. Describe the Proposer's plan for collaborating with existing homeless services providers in order to ensure continuity and

collaboration within the existing homeless service provider community;
6. Describe the Proposer's plan for addressing data metrics capturing and reporting requirements;
7. Describe the Proposer's plan for ensuring all services are provided consistent with Housing First principles;
8. Describe the Proposer's plan for identifying additional housing locations and property owners to increasing housing capacity for those clients currently housed in NCS who are in need of permanent housing;
9. Describe the Proposer's plan for measuring outcomes proposed in order to ensure those outcomes are met through the course of the contract; and
10. Describe the Proposer's plan for increasing Rapid Rehousing services, should additional funds become available.

C. Capabilities and Experience:

The Capabilities and Experience section should provide an overview of the organization's history and experience serving homeless individuals in California. At a minimum it should also address the following:

1. Describe the qualifications and credentials required of all positions/classifications who will be dedicated to providing services described in the plan for services;
2. Describe the organization's history providing similar services to a similar population including any achievements or demonstrable success the organization has had in finding permanent housing for homeless individuals;
3. Describe the organization's experience and history capturing and reporting detailed data metrics, including experience inputting and extracting HMIS data; and
4. Describe the organization's administrative experience managing and accounting for federal funding including capturing/accounting for direct costs related to specific projects and tracking costs to ensure timely and consistent expenditures within the limits of available funding.

4.4 Racial Disparity Effort and Data Requirements:

Consistent with Section 2.3 of this RFP, Proposer's must submit a plan for addressing racial disparities in services. The plan must address each of the components identified in Section 2.3. Proposals received that do not include a plan consistent with this section will be considered unresponsive and eliminated from consideration for funding.

4.5 Budget and Budget Narrative:

Provide a detailed budget identifying all proposed costs associated with the performance of the activities and services proposed. This budget must be on a spreadsheet, including but not limited to, detailed descriptions for all costs proposed/budgeted, including personnel costs, operating costs, incentives/subsidies, rent/lease space, and any administrative/indirect costs (consistent with the limitations on federal funding as articulated in the RFP). The budget spreadsheet should be included as an attachment to the Proposal and be directly reflective of answers provided within the budget narrative. At a minimum, the detailed budget narrative should address:

1. How proposed costs are directly related to each of the activities proposed;
2. How administrative costs are reasonable and consistent with federal indirect cost regulations;
3. How direct costs will be tracked in order to ensure only costs related to the activities proposed are billed to the County; and
4. How costs related to each of the activities will be separately tracked in order to ensure funding limits in each approved category (Rapid Rehousing, Prevention, and Outreach) are not exceeded and can be adequately tracked by category to meet reporting requirements.

4.6 Additional Proposal Information

Proposers should be aware that additional information not requested or required in Section 4. “Proposal Submission Components” of this RFP will not be evaluated independently. Proposers may include attachments or references that help validate responses provided to the Section 4.3 Proposal Narrative, Section 4.4 Racial Disparity Effort and Data Requirements, and Section 4.5 Budget and Budget Narrative. However, these attachments or references will not be scored or evaluated independently. Additionally, any not requested information formation that does not support the information provided in the Section 4. “Proposal Submission Components” will not be considered in any way in determining the successful Proposer.

5.0 PROPOSER QUESTIONS

5.1 Questions regarding this RFP must be submitted in writing by email or U.S. mail to the Procurement and Contracts Office and must be received no later than 5:00 p.m. on **January 22, 2021**.

5.2 All emails must have **“RFP #21-961-022 – QUESTION”** as their subject, and all envelopes or containers must be clearly marked **“RFP #21-961-**

022 – QUESTION" for convenience purposes. Emails, envelopes, and/or containers not clearly labeled may be overlooked and not responded to.

5.3 Questions will **not** be accepted by telephone, facsimile (fax), or orally.

5.4 The County reserves the right to decline a response to any question if, in County's assessment, the information cannot be obtained and shared with all potential organizations in a timely manner.

5.5 A summary of the questions submitted, including responses deemed relevant and appropriate by County, will be posted to the County website on or about **January 29, 2021**.

5.6 All inquiries shall be submitted by email to: matthew,potter@edcgov.us

or by U.S. Mail to: County of El Dorado
Procurement and Contracts
2850 Fairlane Court
Placerville, California 95667
RFP#21-961-022 – Question

5.7 Proposers are cautioned that they are not to rely upon any oral statements that they may have obtained. Proposers shall direct all inquiries to the contact above and shall not contact the requesting department directly regarding any matter related to this RFP.

6.0 PROPOSAL SUBMITTAL INSTRUCTIONS

6.1 Submit one (1) original, three (3) hard copies and one (1) electronic copy via USB drive, of your proposal not later than the time and date indicated on the cover page of this RFP. Proposers submitting less than the required number of copies of their proposal may be rejected and considered non-responsive.

6.2 All submittals shall be submitted in a sealed envelope or container and clearly marked with **"RFP #21-961-022 – DO NOT OPEN"** on the outside of the parcel.

6.3 Proposals shall be submitted ONLY to:

El Dorado County
Procurement and Contracts Division
2850 Fairlane Court
Placerville, CA 95667

6.4 County shall not be responsible for proposals delivered to a person or location other than specified herein. Proposals submitted to a location

other than the above will not be considered duly delivered or timely. County shall not be responsible for rerouting proposals delivered to a person or location other than that specified above.

6.5 Faxed or emailed proposals shall not be accepted.

6.6 Late submittals may not be accepted or considered.

6.7 All submittals, whether selected or rejected, shall become the property of County and shall not be returned.

6.8 The County reserves the right to waive minor defects and/or irregularities in proposals, and shall be the sole judge of the materiality of any such defect or irregularity.

6.9 All costs associated with proposal preparation shall be borne by the Proposer.

6.10 All proposals shall remain firm for one hundred twenty (120) days following the closing date for the receipt of the submittals.

6.11 It is the responsibility of the Proposer to ensure that the proposal is received in the Procurement & Contracts Division prior to the proposal opening deadline date and time. The time stamp clock located in the office of the Procurement and Contracts Division will serve as the official time clock.

6.12 Any proposal received prior to the date and time specified for receipt of proposals may be withdrawn or modified by written request of the proposer. To be considered, the modification must be received in writing, and in the same number of copies as the original proposal, prior to the date and time specified above for receipt of proposals.

6.13 County staff will open proposals following the submittal deadline. The only information that will be made available to the public at that time will be the names of the Proposers submitting proposals. The contents of all proposals, or any other medium which discloses any aspect of the proposal, shall be held in strictest confidence until the County releases a Notice of Award or Notice of Intent to Award.

7.0 EVALUATION PROCESS

Proposals will be evaluated by a selection committee comprised of both County personnel and representatives from the CoC. The following evaluation criteria

and rating schedule will be used to determine the firm that provides the best value:

	Evaluation Criteria	Maximum Possible Points
A.	Executive Summary	24
B.	Plan for Services	80
C.	Capabilities and Experiences	48
D.	Budget and Budget Narrative	48
	TOTAL POSSIBLE POINTS	**200**

Notwithstanding the above evaluation criteria, a preference of +15% of the evaluated score received will be added to any proposal from a Proposer willing to perform all of the services solicited in this RFP, that is not currently serving El Dorado County (e.g. a qualifying proposal from a provider not currently serving El Dorado County could earn 160 points through the proposal evaluation and then receive a +15% preference added to the score received, bringing the total score to 184 points). A preference of +5% of the evaluated proposal score received will be added to existing providers that can perform all of the services solicited in the RFP.

8.0 SELECTION PROCEDURE

8.1 Proposals will be reviewed for responsiveness. A selection committee will then evaluate responsive proposals in accordance with the above criteria. The Committee will recommend the Proposer with the highest overall value, based on evaluation score, for approval by the Purchasing Agent or Board of Supervisors.

8.2 The County reserves the right to make an award without further discussion of the submittal with the Proposer. Therefore, the proposal should be submitted initially on the most favorable terms that the firm or individual may propose.

8.3 The County reserves the right to award a contract to the firm or individual who, in the sole judgment of the County, presents the most favorable response to this RFP pursuant to the evaluation criteria indicated above.

8.4 County reserves the right to reject any and all proposals, or to waive minor irregularities in said proposals, or to negotiate minor deviations with the successful firm. County shall be the sole judge of the materiality of any such defect or irregularity.

8.5 In the case of differences between written words and figures in a proposal, the amount stated in written words shall govern. In the case of a difference in unit price versus the extended figure, the unit price shall govern. The

8.6 The Procurement and Contracts Division does not mail out hard copy letters advising participating Proposers of RFP results. For RFP results, please visit the El Dorado County website at:

http://edcapps.edcgov.us/contracts/bidresults.asp

8.7 RFP results will be posted within approximately fourteen (14) business days after the RFP opening deadline date. The timeline for posting RFP results may vary depending on the nature and complexity of the RFP.

8.8 The selected Proposer will receive written notification of the award. Response and selection of a proposal will not necessarily result in a contract with the County of El Dorado. Proposal opening does not constitute awarding of a contract. Contract award is by action of the Purchasing Agent or Board of Supervisors and is not in force until fully executed.

8.9 Once contract negotiations are initiated, the County reserves the right to select the next ranked Proposer if for any reason a contract cannot be negotiated with the selected Proposer.

9.0 EL DORADO COUNTY WEBSITE REQUIREMENTS

It is the Proposer's responsibility to monitor the County's website for possible addenda to this RFP to inform him/herself of the most current specifications, terms, and conditions, and to submit his/her proposal in accordance with original RFP requirements and all required addenda. All available RFPs and related addenda can be found at:

http://edcapps.edcgov.us/contracts/invite.asp

Failure of Proposer to obtain this information shall not relieve him/her of the requirements contained therein. Those Proposers not acknowledging and returning Addenda as required will not be considered and will be rejected as "non-responsive."

10.0 REJECTION OF PROPOSALS

Proposers interested in being considered must submit a proposal in compliance with this notice. Failure to meet the minimum requirements of the RFP shall be cause for rejection of the proposal. The County reserves the right to reject any or all proposals.

The County may reject a proposal if it is conditional, incomplete, contains irregularities, or reflects inordinately high cost rates. County may waive immaterial deviation in a proposal. Waiver of an immaterial deviation shall in no way modify the RFP documents or excuse the Proposer from full compliance with the contract requirements if the Proposer is awarded the contract.

11.0 VALID OFFER

Proposals shall remain valid for one hundred twenty (120) days from the due date. The County reserves the right to negotiate with the successful Proposer any additional terms or conditions not contained in their proposal which are in the best interest of the County or to otherwise revise the scope of this RFP.

This RFP does not constitute a contract or an offer of employment. The cost of preparation of proposals shall be the obligation of the Proposer. All proposals, whether accepted or rejected, shall become the property of the County and will not be returned.

12.0 COUNTY'S RIGHTS

The County reserves the right to:

1. Request clarification of any submitted information.
2. Waive any irregularity or immaterial deviation in any proposal.
3. Not enter into any agreement.
4. Not select any Proposer.
5. Cancel this process at any time.
6. Amend this process at any time.
7. To award more than one (1) contract if it is in the best interest of the County.
8. Interview Proposers prior to award.
9. To request additional information during an interview.

Waiver of an immaterial deviation shall in no way modify the RFP documents or excuse the Proposer from full compliance with the contract requirements if the Proposer is awarded the contract.

13.0 CONFLICT OF INTEREST

Proposers warrant and covenant that no official or employee of the County, or any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of the resulting agreement, nor that any such person will be employed in the performance of such agreement

without immediate divulgence of such fact to the County. Proposer's proposal shall contain a statement to the effect that the Proposer is not currently committed to another project that would constitute a conflicting interest with the project defined in this RFP.

14.0 PUBLIC RECORDS ACT

All proposals and materials submitted shall become property of the County and will not be returned. All responses, including the accepted proposal and any subsequent contract, become public records in accordance with the requirements of the California Government Code, Sections 6250 - 6270, "California Public Records Act". Proprietary material must be clearly marked as such. Pricing and service elements of the successful proposal are not considered proprietary information. Proposers which indiscriminately identify all or most of their proposal as confidential or proprietary without justification may be deemed unresponsive.

The County will treat all information submitted in a proposal as available for public inspection once the County has selected a successful Proposer. If you believe that you have a legally justifiable basis under the California Public Records Act (Government Section 6250 et. seq.) for protecting the confidentiality of any information contained within your proposal, you must identify any such information, together with the legal basis of your claim in your proposal, and present such information **separately** as part of your response package.

Upon receipt of a request for disclosure pursuant to the California Public Records Act for information that is set apart and marked as proprietary, County will notify you of the request for disclosure. You shall have sole responsibility for the defense of the proprietary designation of such information. Failure to respond to the notice and enter into an agreement with County providing for the defense of and complete indemnification and reimbursement for all costs incurred by the County in any legal action to compel the disclosure of such information, shall constitute a complete waiver of any rights regarding the information designated proprietary and such information will be disclosed by County pursuant to applicable procedures under the California Public Records Act.

15.0 BUSINESS LICENSE REQUIREMENT

It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070. Contact the Tax Collector's Office at 360 Fair Lane, Placerville, CA 95667, or phone (530) 621-5800, for further information.

It is not a requirement to possess a County business license at the time of proposal submittal. Selected Proposers may be required to possess a County business license to award contract.

16.0 PUBLIC AGENCY

It is intended that other public agencies (i.e., city, special district, public authority, public agency, and other political subdivisions of the State of California) shall have the option to participate in any agreement created as a result of this RFP with the same terms and conditions specified therein, including pricing. The County shall incur no financial responsibility in connection with any agreement from another public agency. The public agency shall accept sole responsibility for contracting for services and making payment to the vendor.

ATTACHMENT A

Contractor Name

Rapid Rehousing Homeless Outreach and Homeless Prevention Services

AGREEMENT FOR SERVICES #XXXX

THIS AGREEMENT, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and _____., a _____ duly qualified to conduct business in the State of California, whose principal place of business is _____ (hereinafter referred to as "Contractor");

R E C I T A L S

WHEREAS, **WHEREAS**, County has determined that it is necessary to obtain a Contractor to provide _____;

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert, and competent to perform the special services required hereunder, and County has determined to rely upon such representations;

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable state and local laws;

WHEREAS, County has determined that the provision of such services provided by Contractor are in the public's best interest and that there are specialty skills, qualifications, and equipment not expressly identified in County classifications involved in the performance of the work in accordance with El Dorado County Ordinance Code, Chapter 3.13.030(b), El Dorado County Charter, Section 210(b)(6), and/or Government Code Section 31000;

WHEREAS, Contractor was selected in accordance with formal Request for Proposal #21-961-022 for Rapid Rehousing Homeless Outreach and Homeless Prevention Services;

NOW, THEREFORE, County and Contractor mutually agree as follows:

ARTICLE I
Scope of Services: Contractor agrees to furnish personnel, equipment, and services necessary to provide _____.

ARTICLE II
Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire on _____.

SAMPLE

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified herein, County agrees to pay Contractor upon the satisfactory completion and County's acceptance of work, in arrears. Payment shall be made within forty-five (45) days following County's receipt and approval of itemized invoices identifying the services rendered.

For the purposes hereof, the billing rates shall be _____.

The total amount of this Agreement shall not exceed _____, inclusive of all costs, taxes, and expenses.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado
Department
Address
Placerville, California 95667

or to such other location as County directs.

In the event that Contractor fails to deliver, in the format specified, the deliverables required by this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables are received, or proceed as set forth below in ARTICLE XII, Default, Termination, and Cancellation, herein.

ARTICLE IV

Taxes: Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE V

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE VI

Contractor to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County

SAMPLE

during the term hereof.

ARTICLE VII
Confidentiality: Contractor shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Contractor, and all Contractor's staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's _____ Department for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

ARTICLE VIII
Assignment and Delegation: Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE IX
Independent Contractor/Liability: Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful, and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

ARTICLE X
Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.
Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this

SAMPLE

Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XI
Audit by California State Auditor: Contractor acknowledges that if total compensation under this Agreement is greater than $10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code § 8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the Agreement, all books, records, and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XII
Default, Termination, and Cancellation:

A. Default: Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (Time to Cure), then such party shall be in default. The Time to Cure may be extended at the discretion of the party giving notice. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

   Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the Time to Cure has expired. In the event of termination, County reserves the right to take over and complete the work by contract or by any other means.

B. Bankruptcy: This Agreement, at the option of County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.

C. Ceasing Performance: County may terminate this Agreement immediately in the event Contractor ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.

SAMPLE

D. Termination or Cancellation without Cause: County may terminate this Agreement in whole or in part upon seven (7) calendar days' written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates, as set forth in the Notice of Termination provided to Contractor, and for such other services which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise.

ARTICLE XIII

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

County of El Dorado
Department
Address
Placerville, California 95667

Attn.: Name
Title

With a copy to:

County of El Dorado
Department
Address
Placerville, California 95667

Attn.: Name
Title

or to such other location as County directs.

Notices to Contractor shall be addressed as follows:

Contractor Name
Address
City, State Zip Code

Attn.: Name, Title

or to such other location as Contractor directs.

ARTICLE XIV

Change of Address: In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing as provided in ARTICLE XIII, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

SAMPLE

ARTICLE XV

Indemnity: To the fullest extent permitted by law, Contractor shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of Contractor or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XVI

Insurance: Contractor shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Contractor maintains insurance that meets the following requirements:

A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.

B. Commercial General Liability Insurance of not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage and a $2,000,000 aggregate limit.

C. Automobile Liability Insurance of not less than $1,000,000 is required in the event motor vehicles are used by Contractor in performance of the Agreement.

D. In the event Consultant is a licensed professional or professional Consultnat and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than $1,000,000.

E. Contractor shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.

F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.

G. Contractor agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide

SAMPLE

at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event. Contractor

H. The certificate of insurance must include the following provisions stating that:

1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County; and

2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.

I. Contractor's insurance coverage shall be primary insurance in respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.

J. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions in respect to County, its officers, officials, employees, and volunteers; or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.

L. The insurance companies shall have no recourse against the County of El Dorado, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.

SAMPLE

O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.

ARTICLE XVII
Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XVIII
Interest of Contractor: Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree, in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

ARTICLE XIX
Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this Agreement and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in ARTICLE XII, Default, Termination, and Cancellation, herein.

ARTICLE XX
Nondiscrimination:

A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully

SAMPLE

discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 11000 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.

B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.

C. Contractor's signature executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Sections 12990 and Title 2, California Code of Regulations, Section 11102.

ARTICLE XXI
California Residency (Form 590): Contractor If Contractor is a California resident, Contractor must file a State of California Form 590, certifying its California residency or, in the case of a limited liability company or corporation, certifying that it has a permanent place of business in California. Contractor will be required to submit a Form 590 prior to execution of this Agreement, or County shall withhold seven (7) percent of each payment made to Contractor during the term of this Agreement. This requirement applies to any agreement/contract exceeding $1,500.

ARTICLE XXII
County Payee Data Record Form: All independent contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

ARTICLE XXIII
Business License: County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. Contractor warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

SAMPLE

ARTICLE XXIV
Licenses: Contractor hereby represents and warrants that Contractor and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

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

ARTICLE XXVI
Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Contract Administrator's Name, Contract Administrator's Title, or successor.

ARTICLE XXVII
Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

ARTICLE XXVIII
Partial Invalidity: If any provision, sentence, or phrase of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, sentences, and phrases will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXIX
No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

ARTICLE XXX
Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

ARTICLE XXXI
Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

SAMPLE

SAMPLE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

--COUNTY OF EL DORADO--

By: _____ Dated: _____

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____ Dated: _____
Deputy Clerk

--CONTRACTOR NAME--

By: _____ Dated: _____
Name
Title
"Contractor"

By: _____ Dated: _____
Name
Corporate Secretary

SAMPLE

Market Area Setup

General

Market Area Key 19 **Status** Active

Market Area Name 2021 SAFMR Populated

Description

HUD Area Name Sacramento--Roseville--Arden-Arcade, CA HUD Metro FMR Area

HUD Area Code METRO40900M40900

PS Reduction Type Hold Harmless

Administrative Fees	100%	Proration %	Amount	
	$97.00			(First 600 Units)
	$90.74	81.00%	$58.80	(Remainder of Units)

Small Area Fair Market Rent/ Payment Standard

HUD Effective Date 10/1/2020 **PHA Effective Date** 10/1/20

	SA-0	SA-1	SA-2	SA-3	SA-4	SA-5	SA-6	PS-0	PS-1	PS-2	PS-3	PS-4	PS-5	PS-6
95682	$1,070	$1,200	$1,510	$2,160	$2,610	$3,002	$3,393	$1,177	$1,320	$1,661	$2,376	$2,871	$3,302	$3,732
95634	$1,090	$1,220	$1,540	$2,200	$2,670	$3,071	$3,471	$1,090	$1,220	$1,540	$2,200	$2,670	$3,071	$3,471
95709	$1,230	$1,370	$1,730	$2,480	$3,000	$3,450	$3,900	$1,107	$1,233	$1,557	$2,232	$2,700	$3,105	$3,510
95726	$1,030	$1,150	$1,450	$2,080	$2,510	$2,887	$3,263	$1,030	$1,150	$1,450	$2,080	$2,510	$2,887	$3,263
95623	$1,060	$1,190	$1,500	$2,150	$2,600	$2,990	$3,380	$1,060	$1,190	$1,500	$2,150	$2,600	$2,990	$3,380
96142	$1,150	$1,290	$1,620	$2,320	$2,800	$3,220	$3,640	$1,093	$1,226	$1,539	$2,204	$2,660	$3,059	$3,458
95619	$1,400	$1,570	$1,980	$2,830	$3,430	$3,945	$4,459	$1,330	$1,492	$1,881	$2,689	$3,259	$3,748	$4,236
95667	$1,000	$1,120	$1,410	$2,020	$2,440	$2,806	$3,172	$1,100	$1,232	$1,551	$2,222	$2,684	$3,086	$3,489
96150	$940	$1,060	$1,330	$1,900	$2,300	$2,645	$2,990	$1,034	$1,166	$1,463	$2,090	$2,530	$2,909	$3,289
95762	$1,590	$1,780	$2,240	$3,210	$3,880	$4,462	$5,044	$1,431	$1,602	$2,016	$2,889	$3,492	$4,016	$4,540

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Market Area Setup

General

Market Area Key 16 **Status** Active

Market Area Name 2021 SAFMR

Description

HUD Area Name Sacramento--Roseville--Arden-Arcade, CA HUD Metro FMR Area

HUD Area Code METRO40900M40900

PS Reduction Type Hold Harmless

Administrative Fees	100%	Proration %	Amount	
	$97.00			(First 600 Units)
	$90.74	81.00%	$58.80	(Remainder of Units)

Small Area Fair Market Rent/ Payment Standard

HUD Effective Date 10/1/2020 **PHA Effective Date** 10/1/20

	SA-0	SA-1	SA-2	SA-3	SA-4	SA-5	SA-6	PS-0	PS-1	PS-2	PS-3	PS-4	PS-5	PS-6
95614	$1,590	$1,780	$2,240	$3,210	$3,880	$4,462	$5,044	$1,431	$1,602	$2,016	$2,889	$3,492	$4,016	$4,540
95720	$1,060	$1,180	$1,490	$2,130	$2,580	$2,967	$3,354	$1,060	$1,180	$1,490	$2,130	$2,580	$2,967	$3,354
95651	$1,060	$1,180	$1,490	$2,130	$2,580	$2,967	$3,354	$1,060	$1,180	$1,490	$2,130	$2,580	$2,967	$3,354
95633	$1,040	$1,170	$1,470	$2,100	$2,550	$2,933	$3,315	$936	$1,053	$1,323	$1,890	$2,295	$2,640	$2,984
95635	$1,310	$1,470	$1,850	$2,650	$3,210	$3,692	$4,173	$1,310	$1,470	$1,850	$2,650	$3,210	$3,692	$4,173
95672	$1,310	$1,470	$1,850	$2,650	$3,200	$3,680	$4,160	$1,310	$1,470	$1,850	$2,650	$3,200	$3,680	$4,160
95684	$1,200	$1,350	$1,700	$2,430	$2,940	$3,381	$3,822	$1,140	$1,283	$1,615	$2,309	$2,793	$3,212	$3,631
95636	$1,060	$1,180	$1,490	$2,130	$2,580	$2,967	$3,354	$1,060	$1,180	$1,490	$2,130	$2,580	$2,967	$3,354
95664	$1,410	$1,580	$1,990	$2,850	$3,440	$3,956	$4,472	$1,410	$1,580	$1,990	$2,850	$3,440	$3,956	$4,472

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Payment Standards
Housing Choice Voucher Program

Families participating in the Housing Choice Voucher (HCV) program benefit from a monthly subsidy to help pay their rent and utilities. The subsidy varies for each family depending upon the family's size and income.

The U. S. Department of Housing and Urban Development (HUD) has mandated 24 jurisdictions in the country, including the El Dorado County Housing Authority (PHA), to begin using Fair Market Rents (FMRs) based on zip codes, called Small Area FMRs (SAFMRs), to establish payment standards. The Payment Standard is the maximum amount of assistance a family can receive and is based on the region's fair market rent and funding from HUD. This is not the maximum rent that can be charged by landlords. This is the maximum amount a family can receive, but monthly assistance may be different. The amount of rent a landlord can charge must be "reasonable" when compared to unassisted rental units in the neighborhood with similar amenities. If the cost of the rent plus utilities is greater than the payment standard, the PHA may approve the family to pay the difference if they have sufficient income.

The chart below shows the Payment Standard for El Dorado County zip codes and the bedroom sizes listed.

Zip Code	Efficiency	One-Bedroom	Two-Bedroom	Three-Bedroom	Four-Bedroom	Five-Bedroom
95667	$1,100	$1232	$1551	$2222	$2684	$3087
96150	$1034	$1166	$1463	$2090	$2530	$3289
95682	$1177	$1320	$1661	$2376	$2871	$3302
95709	$1169	$1302	$1644	$2356	$2850	$3,278
95762	$1,431	$1,602	$2,016	$2,889	$3,492	$4,016
95726	$1030	$1150	$1450	$2080	$2510	$2887
95623	$1,060	$1,190	$1,500	$2,150	$2,600	$1,060
96142	$954	$1,071	$1,350	$1,935	$2,340	$2,691
95619	$1,260	$1,413	$1,782	$2,547	$3,087	$3,551
95634	$1,090	$1,220	$1,540	$2,200	$2,670	$3,071
95720	$1,060	$1,180	$1,490	$2,130	$2,580	$3,071
95651	$1,060	$1,180	$1,490	$2,130	$2,580	$3,071
95633	$1,040	$1,170	$1,470	$2,100	$2,550	$2,933
95664	$1,269	$1,422	$1,791	$2,565	$3,096	$3,560
95672	$1,245	$1,397	$1,758	$2,518	$3,040	$3,496
95614	$1,431	$1,602	$2,016	$2,889	$3,492	$4,016
95635	$1,310	$1,470	$1,850	$2,650	$3,210	$3,692
95636	$1,007	$1,121	$1,416	$2,024	$2,451	$2,819
95684	$1,140	$1,283	$1,615	$2,309	$2,793	$3,212

Eff 10/1/2020

County of El Dorado
Chief Administrative Office
Procurement and Contracts Division

solicitation on behalf of the

Health and Human Services Agency
And
The El Dorado County Continuum of Care,
El Dorado Opportunity Knocks

Request for Proposal
#21-961-022

for

Rapid Rehousing Homeless Outreach and Homeless Prevention Services

Submittal Deadline:

February 19, 2021, not later than 3:00 PM (PST)

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Attachment A – Sample Agreement*
Attachment B – Fair Market Rents

*The attached Sample Agreement for Services is for reference only. Other terms and conditions may apply based on the types of services and funding involved.

1.0 INTRODUCTION

Overview:

The County of El Dorado (County) is soliciting sealed proposals from highly qualified firms (Contractor, Proposer, respondent, or firm) to provide Rapid Rehousing (RRH), Homeless Outreach, and Homeless Prevention services for homeless citizens throughout the County. Rapid Rehousing services will prioritize those homeless clients currently housed in non-congregate shelter settings as a result of the COVID-19 pandemic; homeless prevention and homeless outreach services will be directed at citizens impacted as a result of the COVID-19 pandemic.

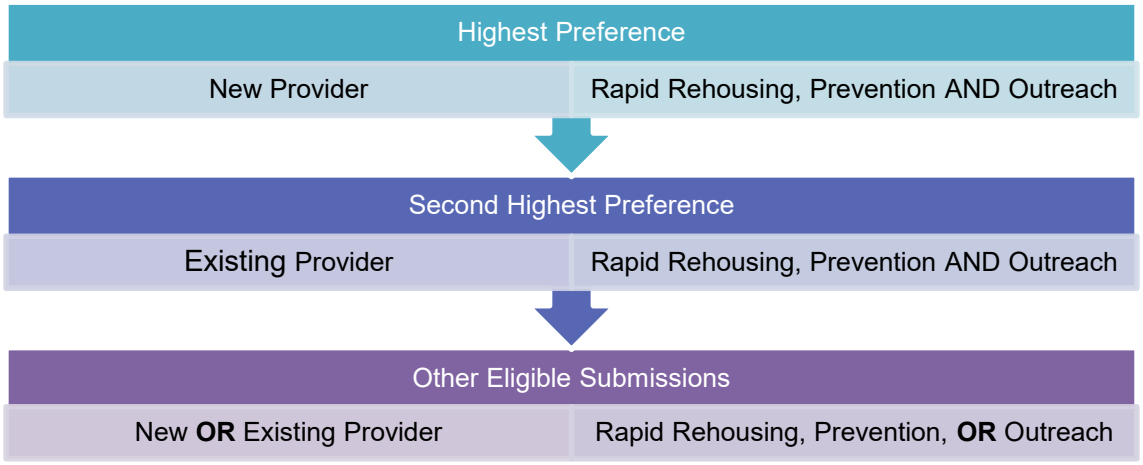
The County of El Dorado acts as the Administrative Entity for the El Dorado County Continuum of Care (CoC), El Dorado Opportunity Knocks (EDOK). In support of the CoC, the County submitted an application for funding to the California Department of Housing and Community Development (HCD), in response to a solicitation for projects related to the Emergency Solutions Grant (ESG) funded through the Coronavirus Aid, Relief, and Economic Stimulus (CARES) Act (ESG-CV).

Subsequent to an Executive Order issued by Governor Newsom on May 29, 2020 (N-66-20), the ESG-CV allocation was streamlined for direct distribution to the County, acting as an Administrative Entity for EDOK. As the Administrative Entity, the County has assumed the role typically reserved for HCD, making the County responsible for soliciting service providers on behalf of the EDOK, consistent with the approved proposal submitted to the HCD.

The approved proposal submitted for ESG-CV budgeted $163,900 for Rapid Rehousing (RRH) of homeless individuals, $75,000 for Homeless Outreach, and $75,000 for Homeless Prevention. Because the CARES Act funding available through ESG-CV is specific to the Coronavirus pandemic, all services and activities provided with the funding must be directly related to and in support of responding to the needs of homeless individuals (or in the case of Homeless Prevention services, those at imminent risk of homelessness) directly impacted by COVID-19.

El Dorado County and EDOK are in the process of building a comprehensive network to support the homeless within the County, with a focus on building the capacity for homelessness response within the community. As a result, the County is seeking both current and new service providers to help support the system of providers. Leveraging this opportunity to recruit additional/new service providers could add service capacity to the existing system and greatly benefit the community.

The County will accept proposals for all three (3) services (Rapid Rehousing, Homeless Outreach and Homeless Prevention services) as well as proposals for any one (1) of these services, with preference given to providers not currently established in El Dorado County who can perform all three (3) services. In the event a proposal is not received for an appropriately qualified, new provider capable of providing all three (3) services, the County will evaluate and select proposals from any eligible provider serving El Dorado County, with preference given to a provider who can perform all three (3) services. Lastly, if no local provider can perform all three (3) services, the County will accept proposals for any one (1) of the three (3) services solicited by either a new or existing provider. In all cases, Proposers responding to this solicitation will be required to provide services throughout El Dorado County; regional approaches to services that limit proposed services to a geographic portion of the County will not be evaluated.



Funding Information:

Several factors related to this funding are important for Proposers to consider prior to submitting a response to this Request for Proposal (RFP):

- ESG-CV funds are derived from a federal origin. By law, this federal funding must adhere to the Code of Federal Regulations (CFR), and the United States Department of Housing and Urban Development (HUD) Housing First Principles, in addition to local/County rules and requirements.
    - Funding must strictly adhere to the Cost Principles identified in 2 CFR 200, which specifies allowability for costs as being direct or indirect costs in support of the project.
    - Consistent with 2 CFR 200 Part 200.403(b) and Part 200 Appendix 4, the selected recipient may only seek indirect costs consistent with a Federally approved indirect cost rate, or a de minimis rate which may not exceed ten percent (10%) of the modified total direct cost calculations.
    - Funding awarded should be considered in determining whether the organization is subject to the 2 CFR 200 Subpart F. “Audit Requirements” threshold. Those organizations who receive more than $750,000 in federal

funding will be required to perform a single audit, consistent with the requirements of Subpart F.
    - Any contracts resulting from this solicitation are subject to monitoring of both costs and activities. Contract terms and conditions resulting from a successful proposal will include provisions requiring the subrecipient to make available to any County, State, or Federal representative all records and documents related to these activities.
- ESG-CV funds are not a permanent or inexhaustible funding stream. Service providers selected through this opportunity will be subawarded fixed amounts with which to perform the required work, in addition to a limited timeframe in which to perform all activities and expend funds.
- The amounts of funding identified in ESG-CV are specific to the proposal submitted and approved by HCD in the first round of funding. HCD has already announced an additional round of funding (Round 2), which will likely include additional funding for RRH. In the likely event the County serves as the Administrative Entity for Round 2, this solicitation will also serve as the selection process for any subaward for Round 2 funding, which will likely include additional funding for Rapid Rehousing Services. The additional Round 2 funding will be added to the selected subrecipient's subaward through a contract amendment.

Because ESG-CV is federal funding passed through the State and through the County, any Proposer selected as a result of this solicitation will be subject to verification that the organization has not been prohibited from acting as a federal contractor (debarment and suspension). Consistent with Title 2 of the Code of Federal Regulations, Part 180, the County cannot use federal funding to contract with an organization that has been debarred or suspended. The County verifies organizations are not debarred or suspended through the federal System of Award Management (https://www.sam.gov/SAM/). Registration with the System of Award Management is free and can be completed with an active DUNS number, which can be obtained through Dun and Bradstreet (https://www.dnb.com/duns-number/get-a-duns.html). The entire process of obtaining a DUNS number and registering with SAM.gov may take several weeks to complete, but the process must be completed prior to any contract with the County. As a result, Proposers are strongly encouraged to begin this process prior to submitting a proposal in response to this RFP.

Current COVID-19 Homeless Situation:

The 2019 Point in Time Count (PIT) in El Dorado County recorded a total of six hundred thirteen (613) homeless individuals. Of that count, seventy-eight percent (78%) were unsheltered and twenty-two percent (22%) were sheltered. Only thirty-eight percent (38%) of this population reported being homeless for the first time with sixty percent (60%) of the population reporting they have been homeless before (nineteen percent [19%] chronically homeless). Relevant to the COVID-19 pandemic, thirty-six percent (36%) of reporting individuals identified a

chronic health condition and twenty-four percent (24%) reported a physical disability. The 2021 PIT count was scheduled to take place in January 2021, but has been postponed until 2022 (likely) as a result of complications related to COVID-19.

The County Health and Human Services Agency currently partners with the Tahoe Coalition for the Homeless, the Upper Room Dining Hall, Marshall Medical Center, and numerous others to provide Non-Congregate Shelter (NCS) and case management services for medically vulnerable, unsheltered homeless persons at two (2) separate hotel locations: the Stagecoach Inn in Pollock Pines, California (twenty-six [26] rooms), and Fairbridge Inn, in South Lake Tahoe, California (twenty [20] rooms). The population count sheltered at each site fluctuates with new referrals and placements. However, the total population housed at any given time remains relatively stable at approximately forty [40] individuals/families.

This emergency shelter service is being provided as a response to the COVID-19 pandemic, and is not intended to serve as a permanent housing solution. Through the RRH component of this solicitation, it is the goal of the County to use available RRH funding, in combination with the most qualified service provider available, to rehouse as many clients currently sheltered at the NCS sites into permanent housing, or those waitlisted for NCS services.

Proposers should keep in mind that NCS services are currently provided on both the County's West Slope (areas west of Echo Summit) and East Slope (South Lake Tahoe basin). It is the intent of this solicitation to identify providers who can serve the entire homeless population, on both slopes of the County. The County will accept joint proposals from multiple agencies with a clear plan for all agencies involved in the proposal to serve their respective regions. If Proposers choose to collaboratively submit a joint proposal, one agency must serve as the lead agency, the Proposer, and will be responsible for contracting with the other agencies involved in the joint proposal, including all invoicing and monitoring of those contracts subsequent to award and a fully executed funding agreement.

RFP Process Information:

The County of El Dorado is an equal opportunity employer (EOE). All individuals are encouraged to participate. The County will not discriminate against any individual because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, or sexual orientation.

The County will award a one (1) year sub-award funding agreement, during which the selected subrecipient of funding will have a fixed subaward amount from which actual costs may be billed. Upon mutual written agreement, the

contract may be extended for one (1) additional year, under the same terms and conditions, should a balance of available funding remain and services continue to be required.

This RFP includes a description of the evaluation and selection process, Scope of Work, proposal requirements, and insurance requirements.

The following schedule is for reference purposes:

RFP Issuance	January 8, 2021
Deadline for Questions	January 22, 2021
Answers Posted on or about	January 29, 2021
Due Date for Submissions	February 19, 2021

In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued and posted at: http://edcapps.edcgov.us/contracts/invite.asp. Any amendment to this RFP is valid only if in writing and issued by the County, Procurement and Contracts Division. Verbal conversations or agreements with any officer, agent, or employee of the County that modify any terms or obligations of this RFP are invalid.

All interpretation or corrections, as well as any additional RFP provisions that the County may decide to include, will be made only as an official addendum that will be posted to the County's website and it shall be the Proposer's responsibility to ensure they have received all addendums before submitting a proposal. Any addendum issued by the County shall become part of the RFP and will be incorporated into the proposal.

The County will not be bound by oral responses or inquires, or written responses other than written addenda.

2.0 SCOPE OF WORK

2.1 ESG-CV Service Descriptions

A. Rapid Rehousing (RRH)

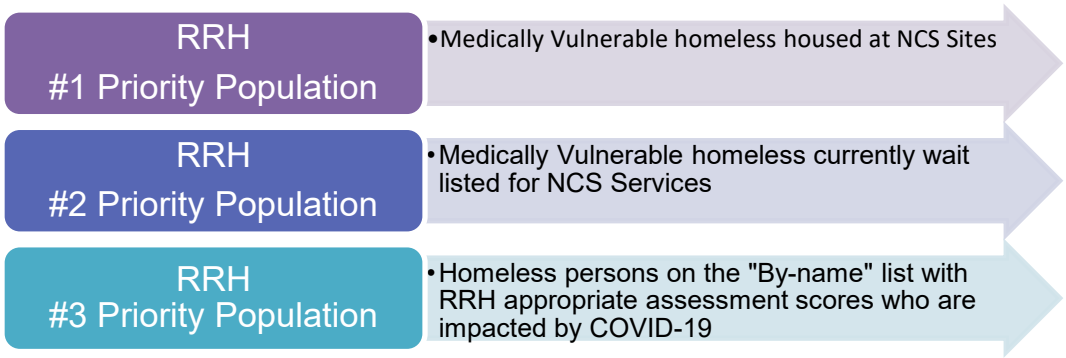
The United States Interagency Council on Homelessness defines Rapid Re-Housing as, "An intervention designed to help individuals and families that don't need intensive and ongoing supports to quickly exit homelessness and return to permanent housing."

The goal of Rapid Rehousing Services solicited through this RFP is to rehouse clients currently housed at NCS sites into permanent housing, as well as those on the wait list for NCS services. Local providers have

expressed concerns regarding limited staff and organizational capacity to expand services to address this population in addition to the work already being performed. While local providers are not being excluded from this competition, the County acknowledges recruiting additional providers to help achieve this goal may be necessary to ensure positive outcomes for those housed in NCS.

It is also important to note, El Dorado County, like much of California, is experiencing a chronic, short supply of affordable housing. As a result, it is highly anticipated the selected service provider will need to employ innovative approaches and creative solutions to help identify available housing and aggressively engage and recruit landlords, in addition to placing these individuals into the identified housing. It is also noteworthy that Landlord Incentives are an allowable cost as a part of RRH.

Lastly, in the event service capacity and funding allows for services that extend beyond the NCS sites and waitlist, services would then be focused on those individuals impacted by COVID-19 who are on the "by-name" list with an appropriate vulnerability score for RRH.



Any landlord incentives or rental assistance proposed as a part of RRH services must be consistent with the Allowable Costs/Restrictions Section, identified in Section 2.4 "A".

B. Homeless Outreach

Homeless Outreach takes place in many ways throughout the County currently, as many County departments serve homeless clients within the scope of their departments' services. In light of the COVID-19 pandemic, anecdotal evidence indicates the financial impacts of the pandemic may have forced additional citizens into homelessness (better evidence may result from the 2021 PIT Count). Conducting outreach to identify the newly homeless impacted as a result of COVID-19 and then connecting those individuals and families with appropriate services is a necessary component of homeless service provision in response to COVID-19.

As a part of Homeless Outreach, Proposer's are encouraged to consider innovative approaches and models to reaching underserved members of the homeless community to ensure these groups connected with services. Allowable costs for homeless outreach services may include hand washing stations, mobile services and/or assistance costs, kits/packages of emergency essentials, and other costs that may help to incentivize connections with services.

C. Homeless Prevention

Anecdotal evidence also suggests individuals and families may be at imminent risk of homelessness as a result of the financial impacts of COVID-19. Activities and efforts that can be taken to prevent these individuals and families from entering homelessness would result in stabilizing any increase to the number of homeless persons seeking services.

Any landlord incentives or rental assistance proposed as a part of Prevention services must be consistent with the Allowable Costs/Limits Section, identified in Section 2.4 "A".

2.2 Housing First Principles

Housing First is an approach that quickly and successfully connects individuals and families experiencing homelessness with permanent housing, without preconditions and barriers to entry, including but not limited to sobriety, treatment, or participation in services. Supportive services are offered to maximize housing stability and prevent return to homelessness, but cannot be used as a condition that must be met to enter housing.

The California Welfare and Institutions Code (WIC) Section 8255(b), provides eleven (11) core components of Housing First principles:

1. Tenant screening and selection practices that promote accepting applicants regardless of their sobriety or use of substances, completion of treatment, or participation in services.
2. Applicants are not rejected on the basis of poor credit or financial history, poor or lack of rental history, criminal convictions unrelated to tenancy, or behaviors that indicate a lack of "housing readiness."
3. Acceptance of referrals directly from shelters, street outreach, drop-in centers, and other parts of crisis response systems frequented by vulnerable people experiencing homelessness.

4. Supportive services that emphasize engagement and problem solving over therapeutic goals and service plans that are highly tenant-driven without predetermined goals.
5. Participation in services or program compliance is not a condition of permanent housing tenancy.
6. Tenants have a lease and all the rights and responsibilities of tenancy, as outlined in California's Civil, Health and Safety, and Government codes.
7. The use of alcohol or drugs in and of itself, without other lease violations, is not a reason for eviction.
8. In communities with coordinated assessment and entry systems, incentives for funding promote tenant selection plans for supportive housing that prioritize eligible tenants based on criteria other than “first-come-first-serve,” including, but not limited to, the duration or chronicity of homelessness, vulnerability to early mortality, or high utilization of crisis services. Prioritization may include triage tools, developed through local data, to identify high-cost, high-need homeless residents.
9. Case managers and service coordinators who are trained in and actively employ evidence-based practices for client engagement, including, but not limited to, motivational interviewing and client-centered counseling.
10. Services are informed by a harm-reduction philosophy that recognizes drug and alcohol use and addiction as a part of tenants' lives, where tenants are engaged in nonjudgmental communication regarding drug and alcohol use, and where tenants are offered education regarding how to avoid risky behaviors and engage in safer practices, as well as connected to evidence-based treatment if the tenant so chooses.
11. The project and specific apartment may include special physical features that accommodate disabilities, reduce harm, and promote health and community and independence among tenants.

2.3 Racial Disparity Effort and Data Requirements

As a part of the requirements for ESG-CV funding, HCD has placed an emphasis on projects that will address racial disparities in service provision for homeless individuals. While not an evaluative component considered in the selection process for this RFP, **all Proposers will be required to examine racial disparities in their service provision and develop a plan for addressing racial disparities**. This plan must be submitted with the proposal seeking funding as a result of this RFP, as identified in Section 4.4 of this RFP. Subsequent to award, all ESG-CV funded projects will be required to report to the County efforts and outcomes related to reducing any racial disparities.

The required plan for addressing racial disparities must, at a minimum, answer the following questions:

- What are the service area's racial demographics and those within the service area of the proposed project?
- What are the outcomes of the homeless response system based on race?
- What race-based disparities exist amongst those receiving services?
- How will underserved and marginalized communities learn about and enter into services funded through ESG-CV?
- What marketing and communication strategies will be used to increase equitable access to ESG-CV services?
- How are the voices of Black, Latinx, Asian, Pacific Islander, Native and Indigenous communities, and those with lived experience of homelessness being centered in a meaningful, sustained way to help influence effective approaches to reducing and ending homelessness in these communities?
- What partnering organizations will the Proposer work with that focus on addressing racial equity in housing and homeless response, and what is the nature of that partnership?

The required plan must also include proposed outcomes related to reducing disparities in services for underserved and traditionally marginalized communities. Outcomes proposed must include clearly defined metrics that demonstrate both a current state of services, a goal for reducing disparities, and a method for measuring the reduction over the course of the funding cycle.

In furtherance of the goals of reducing racial disparities amongst homeless individuals and those impacted by COVID-19, organizations serving traditionally unserved or underserved populations are encouraged to submit proposals, emphasizing achievable reductions to racial disparities in service provision.

2.4 Other Considerations

A. Allowable Costs/Limits:

Because Rapid Rehousing is a fairly broad area of services, which may include Landlord Incentives, Rental Assistance, and a myriad of other costs, ESG-CV funding has identified several limits and constraints governing how this funding may be used. Allowable costs for RRH include:

- Arears payments for both utilities and rent;
- Up to twelve (12) months of rental assistance for properties at or below Fair Market Rent (FMR), consistent with those rates identified in Attachment “B”;
- Signing bonuses for Landlords in a value up to two (2) months of rent;
- Security deposits for properties in a value up to three (3) months of rent;
- Costs for repairs and damages incurred by a client receiving services as a result of this funding when those damages or repairs are not covered under the security deposit; and
- Costs for extra cleaning or required maintenance of the rental unit.

B. HMIS Data requirements

Homeless service providers in El Dorado County are required to input data into the Housing and Urban Development Homeless Management Information System (HMIS) related to the services they provide to clients. Clients enter the homeless system through Coordinated Entry Services in place in County, at which time a record is created. The Proposer selected as a result of this RFP will be required to input data into HMIS for the purposes of capturing data specific to their clients/efforts to ensure data continuity within the system.

The HMIS system currently used in El Dorado County is provided through BellData Systems. **The selected Proposer will be responsible for paying for a license for their organization, and are encouraged to budget sufficient funding for a license for this system if the organization does not currently have a license for the system; licenses currently cost approximately $495 annually.** Each license can have an unlimited number of users, but the system does limit the number of users who can access the system at the same time.

C. Coordination with Case Management Providers and Collaborative Partners

Clients already placed into NCS have been provided with case management services while in shelter. While the goal of case management has been to help clients establish income, obtain documentation, and overcome obstacles necessary for permanent housing, the provision of these services does not guarantee any particular client is “housing ready”. The selected Proposer will be required to, as a matter of necessity, work closely with the case management providers currently serving clients in NCS to ensure a coordinated approach in moving these clients into permanent housing solutions.

For the purposes of outreach and prevention, the selected Proposer will also be required to coordinate and collaborate with existing providers, including ensuring clients are referred to the other homeless service organizations in the community, when services or resources available at these organizations may help create better outcomes for clients. The selected Proposer will also be required to attend all Coordinated Entry meetings.

D. Reporting Requirements

In addition to recording data in HMIS, the respondents can anticipate quarterly progress reports that identify counts of activities/clients, in addition to qualitative/narrative speaking to the overall progress of the effort. The purposes of reports outside of HMIS will be to ensure sufficient information is available to report on the success/outcomes/achievements resulting from this funding.

3.0 ELIGIBILITY

To be considered eligible to submit a proposal for evaluation, Proposers must:

1. Be an established organization with a demonstrable history serving homeless individuals in California. This funding will only be used to pay for the costs of direct services in El Dorado County, which may include operational costs in El Dorado County. To establish that the Proposer's organization meets this requirement, the Proposer must indicate how many years it has been serving homeless individuals in the Cover Letter, as noted in section 4.1. "Cover Letter" of this RFP.
2. Have an established, demonstrable commitment to Housing First principles. To demonstrate eligibility in this area, the Proposer must submit evidence that Housing First principles are adhered to organizationally; evidence may include policies, procedures, or other organizational governing documents specifically identifying Housing First as principles being adhered to.
3. Include a plan for addressing racial disparities, consistent with the requirements outlined in Section 2.3 of the RFP.
4. Certify the Proposer understands it will be required to provide services throughout El Dorado County including the West Slope and East Slope.
5. Certify the Proposer has read and will agree to the standard terms and conditions identified in the Sample Agreement, attached to this RFP as Attachment "A".
6. Certify neither the organization nor its members have been debarred or suspended from receiving federal funding, and provide evidence of active

registration or pending active registration in the Federal System of Award Management (Sam.gov).

Proposals received by the County that do not meet Eligibility Requirements, as identified in this section, will be considered non-responsive and not evaluated further.

4.0 PROPOSAL SUBMISSION COMPONENTS

Each response to this RFP shall include the information described in this section. Failure to include all of the elements specified may be cause for rejection. The document shall be 8-1/2 inches by 11 inches in size or shall be folded to that size. Proposers should ensure submitted proposals are of sufficient length to effectively answer address required evaluative components identified in the RFP. However, overly lengthy submissions will not be evaluated favorably.

All proposals shall contain the following components, and in the order given:

4.1 Cover Letter must at least contain the following information:

- Title of this RFP;
- Name and Mailing Address of Firm (include physical location if mailing address is a P.O. Box);
- Contact person including telephone number, fax number, e-mail address, and physical mailing address;
- The number of years the organization has been providing services to homeless individuals in California or Nevada (regions adjacent to South Lake Tahoe);
- A statement indicating whether or not the Proposer is currently serving homeless clients within El Dorado County and actively involved in the El Dorado County Continuum of Care;
- A statement identifying whether the Proposer is interesting in providing all three (3) of the services solicited, as identified in this RFP, or if the Proposer is only interested in providing one (1) of the services;
- A statement certifying the Proposer understands it will be required to provide services throughout County, including both the West Slope and the East Slope;

- A statement certifying the Proposer has read and will agree to the standard terms and conditions identified in the Sample Agreement, attached to this RFP as Attachment “A”;

- A statement certifying neither the organization nor its members have been debarred or suspended from receiving federal funding. Evidence of active registration or pending active registration in the Federal System of Award Management (Sam.gov) must also be provided, separate from the Cover Letter; and

- A statement by submitting firm requesting protection of proprietary information, if necessary consistent with the provisions and requirements identified in Section 14. All proposals may be considered public information. Subsequent to award of this RFP, all or part of any proposal may be released to any person or firm who may request it. Therefore, Proposers may request in their Cover Letter if any portion of their submittal should be treated as proprietary and not released as public information.

4.2 Signatory Requirements: In order to receive consideration, the Cover Letter must be signed by an official empowered by the organization to sign such material and thereby commit the organization to the obligations contained in the RFP response. **Further, the signing and submission of a response shall indicate the intention of the organization to adhere to the provisions described in this RFP and a commitment to enter into a binding contract.** Submittals shall be signed by one of the following representatives:

- If the respondent is a **partnership,** submittal shall be signed in the firm name by a partner or the Attorney-In-Fact. If signed by the Attorney-In-Fact, there shall be attached to the proposal a Power-Of-Attorney evidencing authority to sign proposals, dated the same date as the proposal and executed by all partners of the firm.

- If the respondent is a **for-profit corporation,** the submittal shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.

- If the respondent is an **individual** doing business under a firm name, the submittal shall be signed in the name of the individual doing business under the proper firm name and style.

- If the respondent is a **non-profit organization** (i.e., 501(c)3), the submittal shall be signed by the Executive Director of the organization

with additional evidence submitted to demonstrate the Executive Director has been delegated to have signature authority by the organization's governing body.

4.3 Proposal Narrative

A. Executive Summary:

The Executive Summary section of the proposal should address the Proposer's overall approach to providing Rapid Rehousing, Prevention, and Outreach Services related to COVID-19 impacted homeless clients in El Dorado County. At a minimum, the Executive Summary should:

1. Describe the Proposer's understanding of the need for services for homeless citizens in El Dorado County; and
2. Describe the Proposer's overall intent and approach for meeting the need for services, including its ability and capacity to do so, and whether it is proposing all three services (Rapid Rehousing, Homeless Outreach, and Homeless Prevention) or one (1) of the three (3) services.

B. Plan for Services:

The plan for services should address the Proposer's plan for providing Rapid Rehousing, Homeless Outreach, and/or Homeless Prevention services. All descriptions of plans should be detailed and include measurable outcomes, defined timelines, a clear discussion of the staff/resource requirement to provide the services, and the activities/steps that will be taken to achieve the outcomes identified. At a minimum, the plan for services should clearly:

1. Describe the Proposer's plan for Rapid Rehousing homeless clients currently housed in NCS sites on both the West Slope and East Slope of El Dorado County;
2. Describe the Proposer's plan for providing outreach for homeless persons in El Dorado County on both the West Slope and East Slope of the County;
3. Describe the Proposer's plan for providing homeless prevention services to those at imminent risk of homelessness throughout El Dorado County;
4. Describe the Proposer's plan for working with current case managers to address each client's unique needs in order to assist with rehousing efforts;
5. Describe the Proposer's plan for collaborating with existing homeless services providers in order to ensure continuity and

collaboration within the existing homeless service provider community;
6. Describe the Proposer's plan for addressing data metrics capturing and reporting requirements;
7. Describe the Proposer's plan for ensuring all services are provided consistent with Housing First principles;
8. Describe the Proposer's plan for identifying additional housing locations and property owners to increasing housing capacity for those clients currently housed in NCS who are in need of permanent housing;
9. Describe the Proposer's plan for measuring outcomes proposed in order to ensure those outcomes are met through the course of the contract; and
10. Describe the Proposer's plan for increasing Rapid Rehousing services, should additional funds become available.

C. Capabilities and Experience:

The Capabilities and Experience section should provide an overview of the organization's history and experience serving homeless individuals in California. At a minimum it should also address the following:

1. Describe the qualifications and credentials required of all positions/classifications who will be dedicated to providing services described in the plan for services;
2. Describe the organization's history providing similar services to a similar population including any achievements or demonstrable success the organization has had in finding permanent housing for homeless individuals;
3. Describe the organization's experience and history capturing and reporting detailed data metrics, including experience inputting and extracting HMIS data; and
4. Describe the organization's administrative experience managing and accounting for federal funding including capturing/accounting for direct costs related to specific projects and tracking costs to ensure timely and consistent expenditures within the limits of available funding.

4.4 Racial Disparity Effort and Data Requirements:

Consistent with Section 2.3 of this RFP, Proposer's must submit a plan for addressing racial disparities in services. The plan must address each of the components identified in Section 2.3. Proposals received that do not include a plan consistent with this section will be considered unresponsive and eliminated from consideration for funding.

4.5 Budget and Budget Narrative:

Provide a detailed budget identifying all proposed costs associated with the performance of the activities and services proposed. This budget must be on a spreadsheet, including but not limited to, detailed descriptions for all costs proposed/budgeted, including personnel costs, operating costs, incentives/subsidies, rent/lease space, and any administrative/indirect costs (consistent with the limitations on federal funding as articulated in the RFP). The budget spreadsheet should be included as an attachment to the Proposal and be directly reflective of answers provided within the budget narrative. At a minimum, the detailed budget narrative should address:

1. How proposed costs are directly related to each of the activities proposed;
2. How administrative costs are reasonable and consistent with federal indirect cost regulations;
3. How direct costs will be tracked in order to ensure only costs related to the activities proposed are billed to the County; and
4. How costs related to each of the activities will be separately tracked in order to ensure funding limits in each approved category (Rapid Rehousing, Prevention, and Outreach) are not exceeded and can be adequately tracked by category to meet reporting requirements.

4.6 Additional Proposal Information

Proposers should be aware that additional information not requested or required in Section 4. “Proposal Submission Components” of this RFP will not be evaluated independently. Proposers may include attachments or references that help validate responses provided to the Section 4.3 Proposal Narrative, Section 4.4 Racial Disparity Effort and Data Requirements, and Section 4.5 Budget and Budget Narrative. However, these attachments or references will not be scored or evaluated independently. Additionally, any not requested information formation that does not support the information provided in the Section 4. “Proposal Submission Components” will not be considered in any way in determining the successful Proposer.

5.0 PROPOSER QUESTIONS

5.1 Questions regarding this RFP must be submitted in writing by email or U.S. mail to the Procurement and Contracts Office and must be received no later than 5:00 p.m. on **January 22, 2021**.

5.2 All emails must have **“RFP #21-961-022 – QUESTION”** as their subject, and all envelopes or containers must be clearly marked **“RFP #21-961-**

022 – QUESTION" for convenience purposes. Emails, envelopes, and/or containers not clearly labeled may be overlooked and not responded to.

5.3 Questions will **not** be accepted by telephone, facsimile (fax), or orally.

5.4 The County reserves the right to decline a response to any question if, in County's assessment, the information cannot be obtained and shared with all potential organizations in a timely manner.

5.5 A summary of the questions submitted, including responses deemed relevant and appropriate by County, will be posted to the County website on or about **January 29, 2021**.

5.6 All inquiries shall be submitted by email to: matthew,potter@edcgov.us

or by U.S. Mail to: County of El Dorado
Procurement and Contracts
2850 Fairlane Court
Placerville, California 95667
RFP#21-961-022 – Question

5.7 Proposers are cautioned that they are not to rely upon any oral statements that they may have obtained. Proposers shall direct all inquiries to the contact above and shall not contact the requesting department directly regarding any matter related to this RFP.

6.0 PROPOSAL SUBMITTAL INSTRUCTIONS

6.1 Submit one (1) original, three (3) hard copies and one (1) electronic copy via USB drive, of your proposal not later than the time and date indicated on the cover page of this RFP. Proposers submitting less than the required number of copies of their proposal may be rejected and considered non-responsive.

6.2 All submittals shall be submitted in a sealed envelope or container and clearly marked with **"RFP #21-961-022 – DO NOT OPEN"** on the outside of the parcel.

6.3 Proposals shall be submitted ONLY to:

El Dorado County
Procurement and Contracts Division
2850 Fairlane Court
Placerville, CA 95667

6.4 County shall not be responsible for proposals delivered to a person or location other than specified herein. Proposals submitted to a location

other than the above will not be considered duly delivered or timely. County shall not be responsible for rerouting proposals delivered to a person or location other than that specified above.

6.5 Faxed or emailed proposals shall not be accepted.

6.6 Late submittals may not be accepted or considered.

6.7 All submittals, whether selected or rejected, shall become the property of County and shall not be returned.

6.8 The County reserves the right to waive minor defects and/or irregularities in proposals, and shall be the sole judge of the materiality of any such defect or irregularity.

6.9 All costs associated with proposal preparation shall be borne by the Proposer.

6.10 All proposals shall remain firm for one hundred twenty (120) days following the closing date for the receipt of the submittals.

6.11 It is the responsibility of the Proposer to ensure that the proposal is received in the Procurement & Contracts Division prior to the proposal opening deadline date and time. The time stamp clock located in the office of the Procurement and Contracts Division will serve as the official time clock.

6.12 Any proposal received prior to the date and time specified for receipt of proposals may be withdrawn or modified by written request of the proposer. To be considered, the modification must be received in writing, and in the same number of copies as the original proposal, prior to the date and time specified above for receipt of proposals.

6.13 County staff will open proposals following the submittal deadline. The only information that will be made available to the public at that time will be the names of the Proposers submitting proposals. The contents of all proposals, or any other medium which discloses any aspect of the proposal, shall be held in strictest confidence until the County releases a Notice of Award or Notice of Intent to Award.

7.0 EVALUATION PROCESS

Proposals will be evaluated by a selection committee comprised of both County personnel and representatives from the CoC. The following evaluation criteria

and rating schedule will be used to determine the firm that provides the best value:

	Evaluation Criteria	Maximum Possible Points
A.	Executive Summary	24
B.	Plan for Services	80
C.	Capabilities and Experiences	48
D.	Budget and Budget Narrative	48
	TOTAL POSSIBLE POINTS	**200**

Notwithstanding the above evaluation criteria, a preference of +15% of the evaluated score received will be added to any proposal from a Proposer willing to perform all of the services solicited in this RFP, that is not currently serving El Dorado County (e.g. a qualifying proposal from a provider not currently serving El Dorado County could earn 160 points through the proposal evaluation and then receive a +15% preference added to the score received, bringing the total score to 184 points). A preference of +5% of the evaluated proposal score received will be added to existing providers that can perform all of the services solicited in the RFP.

8.0 SELECTION PROCEDURE

8.1 Proposals will be reviewed for responsiveness. A selection committee will then evaluate responsive proposals in accordance with the above criteria. The Committee will recommend the Proposer with the highest overall value, based on evaluation score, for approval by the Purchasing Agent or Board of Supervisors.

8.2 The County reserves the right to make an award without further discussion of the submittal with the Proposer. Therefore, the proposal should be submitted initially on the most favorable terms that the firm or individual may propose.

8.3 The County reserves the right to award a contract to the firm or individual who, in the sole judgment of the County, presents the most favorable response to this RFP pursuant to the evaluation criteria indicated above.

8.4 County reserves the right to reject any and all proposals, or to waive minor irregularities in said proposals, or to negotiate minor deviations with the successful firm. County shall be the sole judge of the materiality of any such defect or irregularity.

8.5 In the case of differences between written words and figures in a proposal, the amount stated in written words shall govern. In the case of a difference in unit price versus the extended figure, the unit price shall govern. The

8.6 The Procurement and Contracts Division does not mail out hard copy letters advising participating Proposers of RFP results. For RFP results, please visit the El Dorado County website at:

http://edcapps.edcgov.us/contracts/bidresults.asp

8.7 RFP results will be posted within approximately fourteen (14) business days after the RFP opening deadline date. The timeline for posting RFP results may vary depending on the nature and complexity of the RFP.

8.8 The selected Proposer will receive written notification of the award. Response and selection of a proposal will not necessarily result in a contract with the County of El Dorado. Proposal opening does not constitute awarding of a contract. Contract award is by action of the Purchasing Agent or Board of Supervisors and is not in force until fully executed.

8.9 Once contract negotiations are initiated, the County reserves the right to select the next ranked Proposer if for any reason a contract cannot be negotiated with the selected Proposer.

9.0 EL DORADO COUNTY WEBSITE REQUIREMENTS

It is the Proposer's responsibility to monitor the County's website for possible addenda to this RFP to inform him/herself of the most current specifications, terms, and conditions, and to submit his/her proposal in accordance with original RFP requirements and all required addenda. All available RFPs and related addenda can be found at:

http://edcapps.edcgov.us/contracts/invite.asp

Failure of Proposer to obtain this information shall not relieve him/her of the requirements contained therein. Those Proposers not acknowledging and returning Addenda as required will not be considered and will be rejected as "non-responsive."

10.0 REJECTION OF PROPOSALS

Proposers interested in being considered must submit a proposal in compliance with this notice. Failure to meet the minimum requirements of the RFP shall be cause for rejection of the proposal. The County reserves the right to reject any or all proposals.

The County may reject a proposal if it is conditional, incomplete, contains irregularities, or reflects inordinately high cost rates. County may waive immaterial deviation in a proposal. Waiver of an immaterial deviation shall in no way modify the RFP documents or excuse the Proposer from full compliance with the contract requirements if the Proposer is awarded the contract.

11.0 VALID OFFER

Proposals shall remain valid for one hundred twenty (120) days from the due date. The County reserves the right to negotiate with the successful Proposer any additional terms or conditions not contained in their proposal which are in the best interest of the County or to otherwise revise the scope of this RFP.

This RFP does not constitute a contract or an offer of employment. The cost of preparation of proposals shall be the obligation of the Proposer. All proposals, whether accepted or rejected, shall become the property of the County and will not be returned.

12.0 COUNTY'S RIGHTS

The County reserves the right to:

1. Request clarification of any submitted information.
2. Waive any irregularity or immaterial deviation in any proposal.
3. Not enter into any agreement.
4. Not select any Proposer.
5. Cancel this process at any time.
6. Amend this process at any time.
7. To award more than one (1) contract if it is in the best interest of the County.
8. Interview Proposers prior to award.
9. To request additional information during an interview.

Waiver of an immaterial deviation shall in no way modify the RFP documents or excuse the Proposer from full compliance with the contract requirements if the Proposer is awarded the contract.

13.0 CONFLICT OF INTEREST

Proposers warrant and covenant that no official or employee of the County, or any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of the resulting agreement, nor that any such person will be employed in the performance of such agreement

without immediate divulgence of such fact to the County. Proposer's proposal shall contain a statement to the effect that the Proposer is not currently committed to another project that would constitute a conflicting interest with the project defined in this RFP.

14.0 PUBLIC RECORDS ACT

All proposals and materials submitted shall become property of the County and will not be returned. All responses, including the accepted proposal and any subsequent contract, become public records in accordance with the requirements of the California Government Code, Sections 6250 - 6270, "California Public Records Act". Proprietary material must be clearly marked as such. Pricing and service elements of the successful proposal are not considered proprietary information. Proposers which indiscriminately identify all or most of their proposal as confidential or proprietary without justification may be deemed unresponsive.

The County will treat all information submitted in a proposal as available for public inspection once the County has selected a successful Proposer. If you believe that you have a legally justifiable basis under the California Public Records Act (Government Section 6250 et. seq.) for protecting the confidentiality of any information contained within your proposal, you must identify any such information, together with the legal basis of your claim in your proposal, and present such information **separately** as part of your response package.

Upon receipt of a request for disclosure pursuant to the California Public Records Act for information that is set apart and marked as proprietary, County will notify you of the request for disclosure. You shall have sole responsibility for the defense of the proprietary designation of such information. Failure to respond to the notice and enter into an agreement with County providing for the defense of and complete indemnification and reimbursement for all costs incurred by the County in any legal action to compel the disclosure of such information, shall constitute a complete waiver of any rights regarding the information designated proprietary and such information will be disclosed by County pursuant to applicable procedures under the California Public Records Act.

15.0 BUSINESS LICENSE REQUIREMENT

It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070. Contact the Tax Collector's Office at 360 Fair Lane, Placerville, CA 95667, or phone (530) 621-5800, for further information.

It is not a requirement to possess a County business license at the time of proposal submittal. Selected Proposers may be required to possess a County business license to award contract.

16.0 PUBLIC AGENCY

It is intended that other public agencies (i.e., city, special district, public authority, public agency, and other political subdivisions of the State of California) shall have the option to participate in any agreement created as a result of this RFP with the same terms and conditions specified therein, including pricing. The County shall incur no financial responsibility in connection with any agreement from another public agency. The public agency shall accept sole responsibility for contracting for services and making payment to the vendor.

ATTACHMENT A

Contractor Name

Rapid Rehousing Homeless Outreach and Homeless Prevention Services

AGREEMENT FOR SERVICES #XXXX

THIS AGREEMENT, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and _____., a _____ duly qualified to conduct business in the State of California, whose principal place of business is _____ (hereinafter referred to as "Contractor");

R E C I T A L S

WHEREAS, **WHEREAS**, County has determined that it is necessary to obtain a Contractor to provide _____;

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert, and competent to perform the special services required hereunder, and County has determined to rely upon such representations;

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable state and local laws;

WHEREAS, County has determined that the provision of such services provided by Contractor are in the public's best interest and that there are specialty skills, qualifications, and equipment not expressly identified in County classifications involved in the performance of the work in accordance with El Dorado County Ordinance Code, Chapter 3.13.030(b), El Dorado County Charter, Section 210(b)(6), and/or Government Code Section 31000;

WHEREAS, Contractor was selected in accordance with formal Request for Proposal #21-961-022 for Rapid Rehousing Homeless Outreach and Homeless Prevention Services;

NOW, THEREFORE, County and Contractor mutually agree as follows:

ARTICLE I
Scope of Services: Contractor agrees to furnish personnel, equipment, and services necessary to provide _____.

ARTICLE II
Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire on _____.

SAMPLE

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified herein, County agrees to pay Contractor upon the satisfactory completion and County's acceptance of work, in arrears. Payment shall be made within forty-five (45) days following County's receipt and approval of itemized invoices identifying the services rendered.

For the purposes hereof, the billing rates shall be _____.

The total amount of this Agreement shall not exceed _____, inclusive of all costs, taxes, and expenses.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado
Department
Address
Placerville, California 95667

or to such other location as County directs.

In the event that Contractor fails to deliver, in the format specified, the deliverables required by this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables are received, or proceed as set forth below in ARTICLE XII, Default, Termination, and Cancellation, herein.

ARTICLE IV

Taxes: Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE V

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE VI

Contractor to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County

SAMPLE

during the term hereof.

ARTICLE VII
Confidentiality: Contractor shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Contractor, and all Contractor's staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's _____ Department for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

ARTICLE VIII
Assignment and Delegation: Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE IX
Independent Contractor/Liability: Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful, and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

ARTICLE X
Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.
Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this

SAMPLE

Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XI

Audit by California State Auditor: Contractor acknowledges that if total compensation under this Agreement is greater than $10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code § 8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the Agreement, all books, records, and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XII

Default, Termination, and Cancellation:

A. Default: Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (Time to Cure), then such party shall be in default. The Time to Cure may be extended at the discretion of the party giving notice. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

   Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the Time to Cure has expired. In the event of termination, County reserves the right to take over and complete the work by contract or by any other means.

B. Bankruptcy: This Agreement, at the option of County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.

C. Ceasing Performance: County may terminate this Agreement immediately in the event Contractor ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.

SAMPLE

D. Termination or Cancellation without Cause: County may terminate this Agreement in whole or in part upon seven (7) calendar days' written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates, as set forth in the Notice of Termination provided to Contractor, and for such other services which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise.

ARTICLE XIII

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

County of El Dorado
Department
Address
Placerville, California 95667

Attn.: Name
Title

With a copy to:

County of El Dorado
Department
Address
Placerville, California 95667

Attn.: Name
Title

or to such other location as County directs.

Notices to Contractor shall be addressed as follows:

Contractor Name
Address
City, State Zip Code

Attn.: Name, Title

or to such other location as Contractor directs.

ARTICLE XIV

Change of Address: In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing as provided in ARTICLE XIII, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

SAMPLE

ARTICLE XV

Indemnity: To the fullest extent permitted by law, Contractor shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of Contractor or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XVI

Insurance: Contractor shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Contractor maintains insurance that meets the following requirements:

A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.

B. Commercial General Liability Insurance of not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage and a $2,000,000 aggregate limit.

C. Automobile Liability Insurance of not less than $1,000,000 is required in the event motor vehicles are used by Contractor in performance of the Agreement.

D. In the event Consultant is a licensed professional or professional Consultnat and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than $1,000,000.

E. Contractor shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.

F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.

G. Contractor agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide

SAMPLE

at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event. Contractor

H. The certificate of insurance must include the following provisions stating that:

1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County; and

2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.

I. Contractor's insurance coverage shall be primary insurance in respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.

J. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions in respect to County, its officers, officials, employees, and volunteers; or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.

L. The insurance companies shall have no recourse against the County of El Dorado, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.

SAMPLE

O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.

ARTICLE XVII
Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XVIII
Interest of Contractor: Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree, in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

ARTICLE XIX
Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this Agreement and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in ARTICLE XII, Default, Termination, and Cancellation, herein.

ARTICLE XX
Nondiscrimination:

A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully

SAMPLE

discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 11000 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.

B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.

C. Contractor's signature executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Sections 12990 and Title 2, California Code of Regulations, Section 11102.

ARTICLE XXI
California Residency (Form 590): Contractor If Contractor is a California resident, Contractor must file a State of California Form 590, certifying its California residency or, in the case of a limited liability company or corporation, certifying that it has a permanent place of business in California. Contractor will be required to submit a Form 590 prior to execution of this Agreement, or County shall withhold seven (7) percent of each payment made to Contractor during the term of this Agreement. This requirement applies to any agreement/contract exceeding $1,500.

ARTICLE XXII
County Payee Data Record Form: All independent contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

ARTICLE XXIII
Business License: County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. Contractor warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

SAMPLE

ARTICLE XXIV
Licenses: Contractor hereby represents and warrants that Contractor and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

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

ARTICLE XXVI
Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Contract Administrator's Name, Contract Administrator's Title, or successor.

ARTICLE XXVII
Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

ARTICLE XXVIII
Partial Invalidity: If any provision, sentence, or phrase of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, sentences, and phrases will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXIX
No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

ARTICLE XXX
Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

ARTICLE XXXI
Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

SAMPLE

SAMPLE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

--COUNTY OF EL DORADO--

By: _____ Dated: _____

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____ Dated: _____
Deputy Clerk

--CONTRACTOR NAME--

By: _____ Dated: _____
Name
Title
"Contractor"

By: _____ Dated: _____
Name
Corporate Secretary

SAMPLE

Market Area Setup

General

Market Area Key 19 **Status** Active

Market Area Name 2021 SAFMR Populated

Description

HUD Area Name Sacramento--Roseville--Arden-Arcade, CA HUD Metro FMR Area

HUD Area Code METRO40900M40900

PS Reduction Type Hold Harmless

Administrative Fees	100%	Proration %	Amount	
	$97.00			(First 600 Units)
	$90.74	81.00%	$58.80	(Remainder of Units)

Small Area Fair Market Rent/ Payment Standard

HUD Effective Date 10/1/2020 **PHA Effective Date** 10/1/20

	SA-0	SA-1	SA-2	SA-3	SA-4	SA-5	SA-6	PS-0	PS-1	PS-2	PS-3	PS-4	PS-5	PS-6
95682	$1,070	$1,200	$1,510	$2,160	$2,610	$3,002	$3,393	$1,177	$1,320	$1,661	$2,376	$2,871	$3,302	$3,732
95634	$1,090	$1,220	$1,540	$2,200	$2,670	$3,071	$3,471	$1,090	$1,220	$1,540	$2,200	$2,670	$3,071	$3,471
95709	$1,230	$1,370	$1,730	$2,480	$3,000	$3,450	$3,900	$1,107	$1,233	$1,557	$2,232	$2,700	$3,105	$3,510
95726	$1,030	$1,150	$1,450	$2,080	$2,510	$2,887	$3,263	$1,030	$1,150	$1,450	$2,080	$2,510	$2,887	$3,263
95623	$1,060	$1,190	$1,500	$2,150	$2,600	$2,990	$3,380	$1,060	$1,190	$1,500	$2,150	$2,600	$2,990	$3,380
96142	$1,150	$1,290	$1,620	$2,320	$2,800	$3,220	$3,640	$1,093	$1,226	$1,539	$2,204	$2,660	$3,059	$3,458
95619	$1,400	$1,570	$1,980	$2,830	$3,430	$3,945	$4,459	$1,330	$1,492	$1,881	$2,689	$3,259	$3,748	$4,236
95667	$1,000	$1,120	$1,410	$2,020	$2,440	$2,806	$3,172	$1,100	$1,232	$1,551	$2,222	$2,684	$3,086	$3,489
96150	$940	$1,060	$1,330	$1,900	$2,300	$2,645	$2,990	$1,034	$1,166	$1,463	$2,090	$2,530	$2,909	$3,289
95762	$1,590	$1,780	$2,240	$3,210	$3,880	$4,462	$5,044	$1,431	$1,602	$2,016	$2,889	$3,492	$4,016	$4,540

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Market Area Setup

General

Market Area Key 16 **Status** Active

Market Area Name 2021 SAFMR

Description

HUD Area Name Sacramento--Roseville--Arden-Arcade, CA HUD Metro FMR Area

HUD Area Code METRO40900M40900

PS Reduction Type Hold Harmless

Administrative Fees	100%	Proration %	Amount	
	$97.00			(First 600 Units)
	$90.74	81.00%	$58.80	(Remainder of Units)

Small Area Fair Market Rent/ Payment Standard

HUD Effective Date 10/1/2020 **PHA Effective Date** 10/1/20

	SA-0	SA-1	SA-2	SA-3	SA-4	SA-5	SA-6	PS-0	PS-1	PS-2	PS-3	PS-4	PS-5	PS-6
95614	$1,590	$1,780	$2,240	$3,210	$3,880	$4,462	$5,044	$1,431	$1,602	$2,016	$2,889	$3,492	$4,016	$4,540
95720	$1,060	$1,180	$1,490	$2,130	$2,580	$2,967	$3,354	$1,060	$1,180	$1,490	$2,130	$2,580	$2,967	$3,354
95651	$1,060	$1,180	$1,490	$2,130	$2,580	$2,967	$3,354	$1,060	$1,180	$1,490	$2,130	$2,580	$2,967	$3,354
95633	$1,040	$1,170	$1,470	$2,100	$2,550	$2,933	$3,315	$936	$1,053	$1,323	$1,890	$2,295	$2,640	$2,984
95635	$1,310	$1,470	$1,850	$2,650	$3,210	$3,692	$4,173	$1,310	$1,470	$1,850	$2,650	$3,210	$3,692	$4,173
95672	$1,310	$1,470	$1,850	$2,650	$3,200	$3,680	$4,160	$1,310	$1,470	$1,850	$2,650	$3,200	$3,680	$4,160
95684	$1,200	$1,350	$1,700	$2,430	$2,940	$3,381	$3,822	$1,140	$1,283	$1,615	$2,309	$2,793	$3,212	$3,631
95636	$1,060	$1,180	$1,490	$2,130	$2,580	$2,967	$3,354	$1,060	$1,180	$1,490	$2,130	$2,580	$2,967	$3,354
95664	$1,410	$1,580	$1,990	$2,850	$3,440	$3,956	$4,472	$1,410	$1,580	$1,990	$2,850	$3,440	$3,956	$4,472

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Payment Standards
Housing Choice Voucher Program

Families participating in the Housing Choice Voucher (HCV) program benefit from a monthly subsidy to help pay their rent and utilities. The subsidy varies for each family depending upon the family's size and income.

The U. S. Department of Housing and Urban Development (HUD) has mandated 24 jurisdictions in the country, including the El Dorado County Housing Authority (PHA), to begin using Fair Market Rents (FMRs) based on zip codes, called Small Area FMRs (SAFMRs), to establish payment standards. The Payment Standard is the maximum amount of assistance a family can receive and is based on the region's fair market rent and funding from HUD. This is not the maximum rent that can be charged by landlords. This is the maximum amount a family can receive, but monthly assistance may be different. The amount of rent a landlord can charge must be "reasonable" when compared to unassisted rental units in the neighborhood with similar amenities. If the cost of the rent plus utilities is greater than the payment standard, the PHA may approve the family to pay the difference if they have sufficient income.

The chart below shows the Payment Standard for El Dorado County zip codes and the bedroom sizes listed.

Zip Code	Efficiency	One-Bedroom	Two-Bedroom	Three-Bedroom	Four-Bedroom	Five-Bedroom
95667	$1,100	$1232	$1551	$2222	$2684	$3087
96150	$1034	$1166	$1463	$2090	$2530	$3289
95682	$1177	$1320	$1661	$2376	$2871	$3302
95709	$1169	$1302	$1644	$2356	$2850	$3,278
95762	$1,431	$1,602	$2,016	$2,889	$3,492	$4,016
95726	$1030	$1150	$1450	$2080	$2510	$2887
95623	$1,060	$1,190	$1,500	$2,150	$2,600	$1,060
96142	$954	$1,071	$1,350	$1,935	$2,340	$2,691
95619	$1,260	$1,413	$1,782	$2,547	$3,087	$3,551
95634	$1,090	$1,220	$1,540	$2,200	$2,670	$3,071
95720	$1,060	$1,180	$1,490	$2,130	$2,580	$3,071
95651	$1,060	$1,180	$1,490	$2,130	$2,580	$3,071
95633	$1,040	$1,170	$1,470	$2,100	$2,550	$2,933
95664	$1,269	$1,422	$1,791	$2,565	$3,096	$3,560
95672	$1,245	$1,397	$1,758	$2,518	$3,040	$3,496
95614	$1,431	$1,602	$2,016	$2,889	$3,492	$4,016
95635	$1,310	$1,470	$1,850	$2,650	$3,210	$3,692
95636	$1,007	$1,121	$1,416	$2,024	$2,451	$2,819
95684	$1,140	$1,283	$1,615	$2,309	$2,793	$3,212

Eff 10/1/2020

MEMORANDUM OF UNDERSTANDING #5627
Community Development Block Grant - Coronavirus (CDBG-CV) Funding

THIS MEMORANDUM OF UNDERSTANDING (MOU) made and entered into by and between the County of El Dorado, a political subdivision of the State of California, Health and Human Services Agency (hereinafter referred to as "HHSA"), and the City of Placerville (hereinafter referred to as "City");

RECITALS

WHEREAS, The City has been allocated $421,363 in Community Development Block Grant – Coronavirus (CDGB-CV) Funding. These funds represent the combined allocation of three (3) rounds of funding with $83,576 from round one (1), $254,775 from round two (2), and $83,012 from round three (3); and

WHEREAS, To most effectively address the needs of persons experiencing homelessness in this community, City agrees to provide this funding to County so that it may be combined with the El Dorado County allocation for the acquisition of a property to provide Transitional Supportive Housing (TSH) in El Dorado County and to be used to reduce populations in encampments in Placerville.

WHEREAS, the City has identified and has authorized El Dorado County Health and Human Services Agency (HHSA) to act as the Administrative Entity for the CDBG-CV funding, administered by the California Department of Housing and Community Development via Resolution 8953 approved by the City on April 13, 2021, attached hereto and incorporated by reference herein; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

NOW, THEREFORE, County and City mutually agree as follows:

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ARTICLE I
Responsibilities:

A. County agrees to:
   1. As the Administrative Entity for the City, County shall apply for CDBG-CV funding through the California Department of Housing and Community Development, on behalf of City,

B. City agrees to:
   1. City shall, in accordance with City Resolution 8953, authorize County to combine its CDBG-CV funds with the El Dorado County allocation for the acquisition of a property to provide Transitional Supportive Housing (TSH) in El Dorado County and to be used to reduce populations in encampments in Placerville.

C. City and County agree to:
   1. Work collaboratively in the site selection process prior to the acquisition of any real property for the proposed TSH allowing for the mutual endorsement of the TSH site to benefit both City and County.

ARTICLE II
Term: This MOU shall become effective upon final execution by both parties hereto and shall expire one (1) year thereafter.

ARTICLE III
Fiscal: There shall be no remuneration between the parties hereto.

ARTICLE IV
Changes to MOU: This MOU may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE V
Default, Termination, and Cancellation: Termination or Cancellation without Cause: Either party may terminate this MOU in whole or in part upon seven (7) calendar days written notice by County without cause. Upon receipt of a Notice of Termination, County and City shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

ARTICLE VI
Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
Health and Human Services Agency
3057 Briw Road, Suite B
Placerville, CA 95667

ATTN: Contracts Unit

or to such other location as the County directs.

Notices to City shall be addressed as follows:

CITY OF PLACERVILLE
3101 Center Street
Placerville, CA 95667
ATTN: Cleve Morris

or to such other location as City directs.

ARTICLE VII

Change of Address: In the event of a change in address for City's principal place of business, City shall notify County in writing pursuant to the provisions contained in this MOU under the Article titled "Notice to Parties". Said notice shall become part of this MOU upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the MOU shall be necessary provided that such change of address does not conflict with any other provisions of this MOU.

ARTICLE VIII

Indemnity: City shall indemnify, defend and hold harmless County, its officers, agents, employees and representatives from and against any and all claims, losses, liabilities or damages, demands and actions including payment of reasonable attorney's fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent or willful act or omission of City, its officers, agents, employees, subcontractors, or anyone directly or indirectly employed by any of them.

County shall indemnify, defend and hold harmless City, its officers, agents, employees and representatives from and against any and all claims, losses, liabilities or damages, demands and actions including payment of reasonable attorney's fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent or willful act or omission of County, its officers, agents, employees, subcontractors, or anyone directly or indirectly employed by any of them.

ARTICLE IX

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

ARTICLE X

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by City under this MOU shall participate in or attempt to influence any decision relating to this MOU which affects personal

interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this MOU or the proceeds thereof.

ARTICLE XI

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by City under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XII

Conflict of Interest: The parties to this MOU have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. City attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this MOU. County represents that it is unaware of any financial or economic interest of any public officer or employee of City relating to this MOU. It is further understood and agreed that if such a financial interest does exist at the inception of this MOU either party may immediately terminate this MOU by giving written notice as detailed in the Article in the MOU titled, "Default, Termination and Cancellation".

ARTICLE XIII

Taxpayer Identification Number (Form W-9): All independent contractors or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

ARTICLE XIV

County Business License: It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

ARTICLE XV

Administrator: The County Officer or employee with responsibility for administering this MOU is Alyson McMillan, MSW, Program Manager, or successor.

ARTICLE XVI

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

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

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

ARTICLE XIX
No Third Party Beneficiaries: Nothing in this MOU is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.

ARTICLE XX
Counterparts: This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

ARTICLE XXI
Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire MOU between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

Requesting Contract Administrator Concurrence:

By: Alyson McMillan (May 3, 2021 11:25 PDT) Dated: 05/03/2021

Alyson McMillan, MSW
Program Manager
Health and Human Services Agency

Requesting Department Head Concurrence:

By: Don Semon (May 3, 2021 12:28 PDT) Dated: 05/03/2021

Don Semon
Director
Health and Human Services Agency

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 5/4/21

By: _____
Chair
Board of Supervisors
"County"

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: _____ Dated: 5/4/21
Deputy Clerk

-- CITY OF PLACERVILLE --

Dated: 4-29-21

By: _____
Dennis Thomas, Mayor
City of Placerville
"City"

ATTEST:
Regina O'Connell, City Clerk

By: _____ Dated: 4/29/2021
City Clerk

(AMW)

Best Western

April 22, 2021

County of El Dorado

To Whom It May Concern:

Kayna Westley CA LLC, as the current owner of the Best Western Stagecoach Inn, has leased the motel to the County of El Dorado for use as a non-congregate shelter site for Project Roomkey since April 20, 2020. This program provides non-congregate shelter to medically vulnerable persons experiencing homelessness during the COVID-19 Pandemic.

As the owner/member of Kayna Westley CA LLC, it is my intention to sell the motel to the County of El Dorado for its continued use as a part of their strategy for addressing homelessness.

Sincerely,

Hitesh Patel
Managing Member of Kayna Westley CA LLC

Stagecoach Inn
5940 Pony Express Trail, Pollock Pines, CA 95726 P: (530) 644-2029 F: (530) 644-6937
Reservations: 1 (800) 528-1234 bestwestern.com

Wherever Life Takes You, Best Western Is There.®
Each Best Western® branded hotel is independently owned and operated.

EMERGENCY OCCUPANCY AGREEMENT #4854
Kayna Westley, LLC
Best Western Stagecoach Inn
5940 Pony Express Trail
Pollock Pines, CA 95726
and
COUNTY OF EL DORADO

THIS OCCUPANCY AGREEMENT ("Agreement") is made and entered into this 20th day of April, 2020, by and between Kayna Westley, LLC ("Owner") and the County of El Dorado, a political subdivision of the State of California ("County") Owner or County may be referred to individually as "Party" or collectively as "Parties".

This Agreement is made in accordance with Public Contract Code Section 22050 regarding emergency contracting procedures.

RECITALS

A. On March 11, 2020, the World Health Organization declared that the outbreak of COVID-19 constitutes a "pandemic". Public health responses have included travel restrictions, quarantines, and curfews.

B. On March 13, 2020, a nationwide emergency was declared pursuant to Section 501(b) of the Stafford Act.

C. County has approached Owner to use the Premises to house individuals associated with COVID-19. Owner agrees that County may use the areas of the Premises described on Exhibit A attached hereto (the "Premises") for the purpose of providing emergency shelter and housing for specified members of the public during this period of emergency. Owner acknowledges and understands that County intends to use the Premises to house and care for persons including those who have been diagnosed with COVID-19 but do not require hospitalization for the illness, persons who must be isolated or quarantined because they have been exposed to COVID-19, and other at risk persons.

D. Owner is the record owner of certain real property defined as the Premises herein situated in the County of El Dorado, State of California and has the authority to grant the rights contained herein this Agreement to the County.

E. This Agreement is entered into pursuant to the Governor's State of Emergency Proclamation dated March 4, 2020, Executive Order N-25-20, and other Executive Orders related thereto, in response to COVID-19, and is directly related to that emergency and necessary for the preservation of public health and safety. County enters into this Agreement as a political subdivision of the State of California and in reliance upon the aforementioned proclamation and executive order that County will seek reimbursement from the State of California and the federal

government to make County whole for its expenditures related thereto. All provisions of this Agreement shall be read and construed in a manner that is consistent with this stated purpose.

NOW, THEREFORE, in consideration for the promises of this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. Premises.

1.1. **Letting.** Owner hereby authorizes and lets to the County (including its invitees, tenants, contractors, agents and representatives) and County hereby hires from the Owner those certain Premises as defined herein, for the term, at the rental amounts, and upon all the terms and conditions set forth in this Agreement.

1.2. **Defined.** The Premises shall consist of portions of that certain real property, including improvements therein or to be provided by Owner under the terms of this Agreement, and commonly known as Best Western Stagecoach Inn, located at 5940 Pony Express Trail in the City of Pollock Pines, County of El Dorado, State of California, and consisting of 26 Rooms including 15 parking spaces contiguous to the subject hotel building, and unlimited use of the building's common facilities ("**Premises**"), except the County shall not have access to the pool or pool area, or any exercise rooms or facilities. The County, its employees, tenants, and invitees shall not have access to private areas including the maintenance, telephone and storage rooms; the break room, manager's apartment, or the manager's office. It is understood that the Premises include all appurtenances and easements thereto and the non-exclusive right of ingress and egress at all times to and from the public streets and highways for County, its employees and invitees. Owner acknowledges that, as a result of County's use and occupancy of all available lodging rooms on the Premises, Owner will be unable to rent rooms to the public during the term of this Agreement.

2. Use and Purpose. Owner acknowledges and understands that County intends to use the Premises to house and care for persons including: (1) persons who have been diagnosed with COVID-19 if such persons do not require hospitalization; (2) persons who must be isolated or quarantined because they have been exposed to the illness; and (3) other at risk persons. County will limit the occupancy of each guest room within the hotel building to no more than two persons housed in each room.

County agrees that medical services will not be performed on the Premises under any circumstances, except as is necessary to medically stabilize any person(s) prior to removing that person(s) from the Premises and transporting that person(s) to a hospital or other location.

3. Term. The "Term" of this Agreement shall commence on April 20, 2020, and shall continue through June 20, 2020 and will continue thereafter from month to month until

terminated as set forth herein or until thirty (30) days after termination or expiration of the Governor's Shelter-in-Place Order (N-33-20), whichever occurs first.

4. Termination.

Either Party may terminate this Agreement at any time by giving written notice to the other Party at least 30 days prior to the date when such termination shall become effective. If County fails to complete its move out within the notice period and remains in the Premises, additional rent shall be paid at the same rate as stated in Section 5 (Rent), based on the actual number of days County occupies the Premises following the effective date of termination.

5. Rent. Rent shall be $2,860 per day. Rent shall be paid by County to Owner as follows:

5.1. Upon the commencement of the Term of this Agreement, rooms shall be available to County for placement of patrons. County shall pay rent in the sum of $40,040.00 for the first 14 days of the Term, within ten (10) days of the effective date of this Agreement.

5.2. Thereafter, County shall pay rent in arrears at the end of each ensuing week, in the sum of $20,020 with the first such payment due May 11, 2020. Rent payable hereunder for any period of time less than one week shall be determined by multiplying the daily rate set forth in Section 5 by the applicable number of days. Rent shall be paid to Owner at the address specified in this Agreement.

6. Parking spaces Upon commencement of the Term of this Agreement, 15 parking spaces shall be unobstructed and completely accessible for County's exclusive use.

7. Security. County staff, or County's contractor staff, shall be onsite daily at regularly scheduled intervals, and shall be available 24 hours a day, 7 days a week to respond to emergencies.

8. Services, utilities and supplies. Owner, at Owner's sole cost and expense, during the Term of this Agreement shall furnish the following services, utilities and supplies to the Premises: (a) Sewer, trash disposal and water service, including both hot and cold water to the lavatories; (b) elevator (if any) service; and (c) electricity and/or gas as necessary to provide power for heating, ventilating and air conditioning, and electrical or gas service as needed for County's operations. In the event of failure by Owner to furnish any of the above services or utilities in a satisfactory manner, County may upon 3 days prior written notice to Owner, furnish the same at its own cost; and, in addition to any other remedy County may have, may deduct the amount thereof, including County's administrative costs, from the rent that may then be, or thereafter become, due hereunder.

9. Housekeeping Owner's housekeeping staff shall provide the following services: retrieving soiled linens/towels, providing new linens/towels, toiletries, shampoo, conditioner, soap, toilet paper and tissues, all items picked up and dropped off at each room by Housekeeping staff. All items will be picked up or dropped off outside the exterior door of each room respectively. Owner shall provide for the cleaning of soiled linens/towels through owners laundry vendor. Housekeeping staff will not access the interior of the rooms or contact with room occupants. Housekeeping or Maintenance staff shall pick up any trash left outside the exterior door by occupant and dispose of appropriately. Maintenance Staff and Housekeeping staff shall coordinate with County to develop policies and procedures for hotel staff to facilitate the use of the Premises for the purposes outlined in this agreement.

10. Food service. Food will be supplied by the County or County contractors. Owner will not accept any requests for food, sundries (with the exception of items listed under paragraph 9 "Housekeeping" including toiletries, shampoo, conditioners, soap, toilet paper and tissues), or other items from the patrons placed in the facility under this Agreement.

11. Signs. County shall, after giving notice to Owner, have the right to install any signs the applicable local governmental agency will permit appropriate for the identification of the Premises.

12. Alterations by County. Owner hereby consents that during the Term of this Agreement or any extension thereof, County shall have the right, at County's sole expense, to make installations, modifications and improvements to the Premises, provided, however, that the basic structure of the Premises shall not be altered. All improvements, installations and modifications installed by County during the Term of this Agreement shall be considered personal property of County and County may, at its option, remove any or all of such items at any time during the Term of this Agreement or any extension thereof. County shall restore the Premises affected by such installations, modification or improvement, as nearly as practicable to its condition as of the date of occupancy by County, normal wear and tear excepted.

13. Repair and maintenance.

13.1 During the Term of this Agreement, Owner shall maintain the Premises in good condition. Owner shall maintain the foundation, walls, roof, building exterior including doors and glass, floors, floor coverings, encased electrical system, encased plumbing, water and sewage disposal systems, fire sprinkler system, and HVAC system, and shall provide all maintenance and repair required to be performed in connection therewith. Owner, however, shall have no responsibility for maintenance which may be required by reason of negligence or misconduct of County, its agents, servants, employees, contractors, or patrons.

13.2 In the event of any failure of any building system or element in the Premises that is an Owner responsibility pursuant to the terms of this Agreement, County shall not be liable for any loss or damage arising out of or relating to any death,

bodily injury, or property damage resulting from such failure, except as to any loss or damage to the extent arising from the negligence of County.

14. Quiet possession. Owner agrees that County, while keeping and performing the covenants herein contained, shall at all times during the existence of this Agreement peaceably and quietly have, hold and enjoy the Premises without suit, trouble or hindrance from Owner or any person claiming under Owner.

15. Condition of Premises upon termination. Upon the termination of this Agreement for any reason, County shall vacate the Premises and deliver it to Owner in good order and condition, damage by the elements, fire, earthquake, falling objects and ordinary wear and tear excepted. If Owner makes any repairs to the Premises that are necessary to return the Premises in its original condition, including, replacement of mattresses and bedding, in the same specifications as the existing mattresses and bedding, only in those rooms where any person(s) tests positive for COVID-19 and repairing damage to any room, County will reimburse Owner for the actual costs of the repairs on submission of appropriate documentation, including receipts. For the avoidance of doubt, the Parties acknowledge and agree that the costs outlined in this section are not covered by either Party's insurance as outlined in Section 16 below. If replacement or repairs are needed, County will reimburse Owner for the loss of use of the guest room during the repair period at a rate not to exceed $110 per day, per unusable guest room, for a period not to exceed five days. In addition, County will ensure that Owner maintains its use rights, including any grandfathered status under local zoning laws, at the end of the Term.

16. Insurance.

16.1 Owner:
Owner shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that Owner maintains insurance that meets the following requirements:

16.1.1 Full Worker's Compensation and Employer's Liability Insurance covering all employees of Owner as required by law in the State of California.

16.1.2 Commercial General Liability Insurance of not less than $1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a $2,000,000.00 aggregate limit.

16.1.3 Automobile Liability Insurance of not less than $1,000,000.00 is required in the event motor vehicles are used by the Owner in the performance of the Agreement.

16.1.4 In the event Owner is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional

liability is required with a limit of liability of not less than $1,000,000.00 per occurrence.

16.1.5 Owner shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.

16.1.6 The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.

16.1.7 Owner agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Owner agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Owner agrees that no work or services shall be performed prior to the giving of such approval. In the event the Owner fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

16.1.8 The certificate of insurance must include the following provisions stating that:

(i) The insurer will not cancel the insured's coverage without prior written notice to County, and;

(ii) The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.

16.1.9 The Owner'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 in excess of the Owner's insurance and shall not contribute with it.

16.1.10 Any deductibles or self-insured retentions must be declared to and approved by 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 Owner shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

16.1.11 Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.

16.1.12 The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

16.1.13 Owner's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.

16.1.14 In the event Owner cannot provide an occurrence policy, Owner shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.

16.1.15 Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

16.2 County: County warrants that it is self-insured and will provide evidence of said insurance upon request.

17. Destruction of Premises. If the Premises or the hotel building on the Premises should be destroyed by any cause or declared unsafe or unfit for occupancy by any authorized public authority for any reason, either wholly or in such a degree as to materially impair County's use of the Premises, then all rent due under the terms of this Agreement shall cease as of the date of such destruction or declaration. If Owner makes the necessary repairs within 180 days rendering the Premises as suitable and serviceable as they existed the day County occupancy commenced, no right of termination by County shall exist. If repairs are not made within 180 days, ordinary wear and tear excepted, County may terminate this Agreement effective on the 180th day after said destruction by mailing written notice to Owner of County's intention to terminate. If, during a period of partial destruction, County should desire to continue occupancy, rent shall be abated in the same ratio as the portion of the Premises rendered for the time being unfit for occupancy shall bear to the whole Premises. Should the partial destruction of the Premises not be repaired within 90 days, County shall have the option to terminate this Agreement or remain in possession at the reduced rent.

18. Condemnation. If a public authority under the power of eminent domain should take the whole of the Premises, then the Term of this Agreement shall cease on the day of possession by said public authority. If a part only of the Premises should be taken under eminent domain, Owner shall have the right to terminate this Agreement and County shall have the right to either terminate this Agreement or to continue in possession of the remainder of the Premises. If County remains in possession, all of the terms hereof shall continue in effect, with rents payable being reduced proportionately for the balance of the Term of this Agreement. If such taking under the power of eminent domain occurs, all payments shall belong to Owner.

19. Taxes and assessments. Owner shall pay all ad valorem taxes levied against the Premises covered by this Agreement.

20. Indemnification Except as otherwise provided herein, County represents that it has inspected the Premises, accepts the condition and fully assumes any and all risks incidental to the use thereof. County shall not be liable to Owner, its agents, employees, subcontractors or independent contractors for any personal injury or property damage suffered by them which may result from hidden, latent or other dangerous conditions in, on, upon or within the Premises unknown to the County, its officers, agents or employees. Owner shall indemnify and hold harmless the County of El Dorado, its Agencies, Districts, Special Districts, and Departments, their respective directors, its officers, officers, Board of Supervisors, agents, employees, elected or appointed officials, agents or representatives and independent contractors (individually and collectively hereinafter referred to as Indemnitees) free and harmless from any liability whatsoever, based or asserted upon any act or omission of Owner, its officers, agents, employees, subcontractors and independent contractors for property damage, bodily injury, or death (County's employees included) or any other element of damage of any kind or nature, relating to or in any way connected with or arising from its use, occupancy or operation of the Premises, and Owner, shall defend, at its expense, including attorney fees, Indemnitees in any legal action based upon such alleged acts or omissions. With respect to any action or claim subject to indemnification herein by Owner, Owner shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Owner's indemnification to Indemnitees as set forth herein. Owner's obligation hereunder shall be satisfied when Owner has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe Owner obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

Owner agrees that County is not liable to Owner for any claim of reputational damage as the result of County's housing of persons under this Agreement, provided that County complies with its obligations under this Agreement to maintain the Premises in good repair and ensures that the Premises is not deemed to be a public nuisance during the Term.

21. Hazardous substances. County agrees that it will comply with all applicable laws existing during the Term of this Agreement pertaining to the use, storage, transportation and disposal of any hazardous substance as that term is defined in such applicable law.

22. Compliance with State and Federal Laws.

22.1 **Compliance.** Owner warrants that the Premises and improvements on the Premises shall comply with all applicable State and Federal laws, covenants or restrictions of record, building codes, regulations and ordinances ("Applicable Requirements") in effect on the Occupancy Date of this Agreement, regardless of the use to which County will put the Premises. If the Premises do not comply with said warranty, Owner shall, promptly after receipt of written notice from County or any governmental agency having jurisdiction over such matters setting forth the nature and extent of such non-compliance, rectify the same at Owner's expense. If the Applicable Requirements are hereinafter changed so as to require during the term of this Agreement, unless same is the result of the use to which County puts the Premises, the construction of an addition to or an alteration of the Premises, the remediation of any Hazardous Substance as hereinafter defined, or the reinforcement or other physical modification of the Premises Owner shall, promptly after receipt of written notice from County or any governmental agency having jurisdiction over such matters setting forth the nature and extent of such non-compliance, rectify the same at Owner's expense.

22.2. **Americans with Disabilities.** Owner warrants and represents the Premises shall be readily accessible to and usable by individuals with disabilities in compliance with Title III of the Americans with Disabilities Act of 1990 and California Title 24, as amended from time to time and regulations issued pursuant thereto and in effect from time to time. Any cost incurred to cause the Premises to comply with said Act shall be borne by Owner.

22.3. **Non Discrimination.** Owner shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

22.4 **Fair Employment Practices/Federal Provisions**. During the performance of this Agreement, the Owner shall not deny benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability,

medical condition, marital status, age, or sex. Owner shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

Owner shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.), the provisions of Executive Order 11246 of Sept. 23, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor, the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.8), and of the rules, regulations or standards adopted by the County to implement such article. The Owner shall comply with the provisions of the Copeland "Anti-Kickback" Act, 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement.

22.5 **Orders of Local, State or Federal Health** County and Owner mutually acknowledge that local, state, or federal authorities may issue official orders related to the COVID-19 epidemic, or take other official actions, subsequent to the execution of this Agreement that Parties to this Agreement cannot presently predict. County and Owner mutually acknowledge and agree that this Agreement shall be subject to the provisions of any such official action or order, particularly but not limited to Executive Orders of the Governor of the State of California and Orders of the County Public Health Officer, and the like ("Official Actions"), and if the provisions of any such Official Actions materially impact the terms of this Agreement, the provisions of those Official Actions shall govern.

22.5.1 In the event that such Official Actions make occupancy and/or use of the Premises by County under this Agreement illegal, unlawful, or contrary to public policy, County shall provide written notice to Owner in the manner described herein, and County and Owner mutually agree that this Agreement shall terminate as of the date of that Official Action, at no penalty to County. In such an event, County shall pay outstanding rent to due to Owner pro-rated from the date of the Official Action, along with all other remaining sums due to Owner, within thirty (30) calendar days from the date of that Official Action.

22.5.2 The parties acknowledge that Owner and Operator are providing the Hotel Facilities for emergency purposes at the request of the County under the California Emergency Services Act (the "Act" (California Government Code §§ 8550 et seq.)). Pursuant to California Government Code §8655, the County and as such, is subject to certain immunities with respect thereto and shall not be liable for any claim based upon the exercise or performance, or the failure to exercise or perform, a discretionary function or duty on the part of the County or any employee of the County in carrying out the provisions of the Act.

22.5.3This is an acknowledgement that FEMA financial assistance will be requested by the County or State and if provided will be used to fund all or a portion of this

Agreement. The Owner will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

23. Assignment and subletting. Neither County nor Owner shall have the ability to assign this Agreement without the consent of the other.

24. Time of essence; binding upon successors. Time is of the essence of this Agreement, and the terms and provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

25. Waiver. A waiver by either party of any default or breach by the other party in the performance of any of the covenants, terms or conditions of this Agreement shall not constitute or be deemed a waiver of any subsequent or other default or breach.

26. Severability. If any term, covenant, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

27. Restoration of Premises. Upon termination of this Occupancy agreement, Owner agrees that the equipment installed by the County shall be and remain the property of the County, and County shall remove such property when vacating the premises. County shall restore all surfaces, including floors and walls, to the condition existing prior to its installation, including repair of damaged floor tile and patching and repainting damaged wall surfaces to match adjacent existing surfaces. County shall comply with all protocols established by all government agencies (e.g., the Centers for Disease Control and Prevention), to include sanitizing protocols for disinfecting all areas upon termination of the lease and to retain and disclose records to the Owner showing that the hotel was appropriately sanitized and disinfected upon termination of the lease.

Owner agrees that County's liability for damages shall be limited to $50,000 in total for the term of this agreement.

28. Notices and payments.

28.1. All notices and correspondence herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and either (a) deposited in the United States mail, certified and postage prepaid or (b) sent via an alternate commercial overnight delivery service with the receiver's signature required, and addressed as follows:

To Owner:	Hitesh Patel 5940 Pony Express Trail Pollock Pines, CA 95726 Attn: General Counsel
With a copy to:	
To County:	County of El Dorado Health and Human Services Agency 3057 Briw Road, Suite B Placerville, CA 95667 Attn: Contracts Unit
With a Copy to:	County of El Dorado Chief Administrative Office – Procurement and Contracts Unit 330 Fair Lane Placerville, CA 95667

Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices and correspondence shall be mailed to either party may be changed by giving written notice to the other party.

28.2. Rent shall be made payable to Owner in the following name and delivered to the following address:

5940 Pony Express Trail
Pollock Pines, CA 95726
Attn: Kayna Westley, LLC

29. Entire agreement. This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereto and no obligations other than those expressly set forth herein will be recognized, regardless of whether the terms herein differ from what might arguably be implied from any other contract, lease, ordinance, policy, or other documents approved by County.

30. Amendments. It is mutually understood and agreed that no alterations or variations of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

31. Governing law; forum; venue. This Agreement shall in all respects be interpreted, governed and enforced in accordance with the laws of the State of California applicable to contracts entered into and fully to be performed therein. The parties agree that this Agreement

was made and entered into in El Dorado County, California and that this Agreement and the parties' obligations under this Agreement are to be performed in El Dorado County. Accordingly, the parties agree that any action, suit or other legal proceeding concerning this Agreement shall be in a forum with jurisdiction over El Dorado County, California, with venue in El Dorado County.

32. Authority. If Owner is a corporation, general or limited partnership or individual owner, each individual executing this Lease on behalf of said corporation, partnership, or individual represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of said corporation, in accordance with bylaws of said corporation, or as a partner or individual is authorized to execute this Agreement and that this Agreement is binding upon said corporation and/or partnership or individual.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the dates written below.

OWNER: Kayna Westley, LLC

Hitesh Patel

By: Hitesh Patel, Owner and Sole Member Date: 4/17/2020

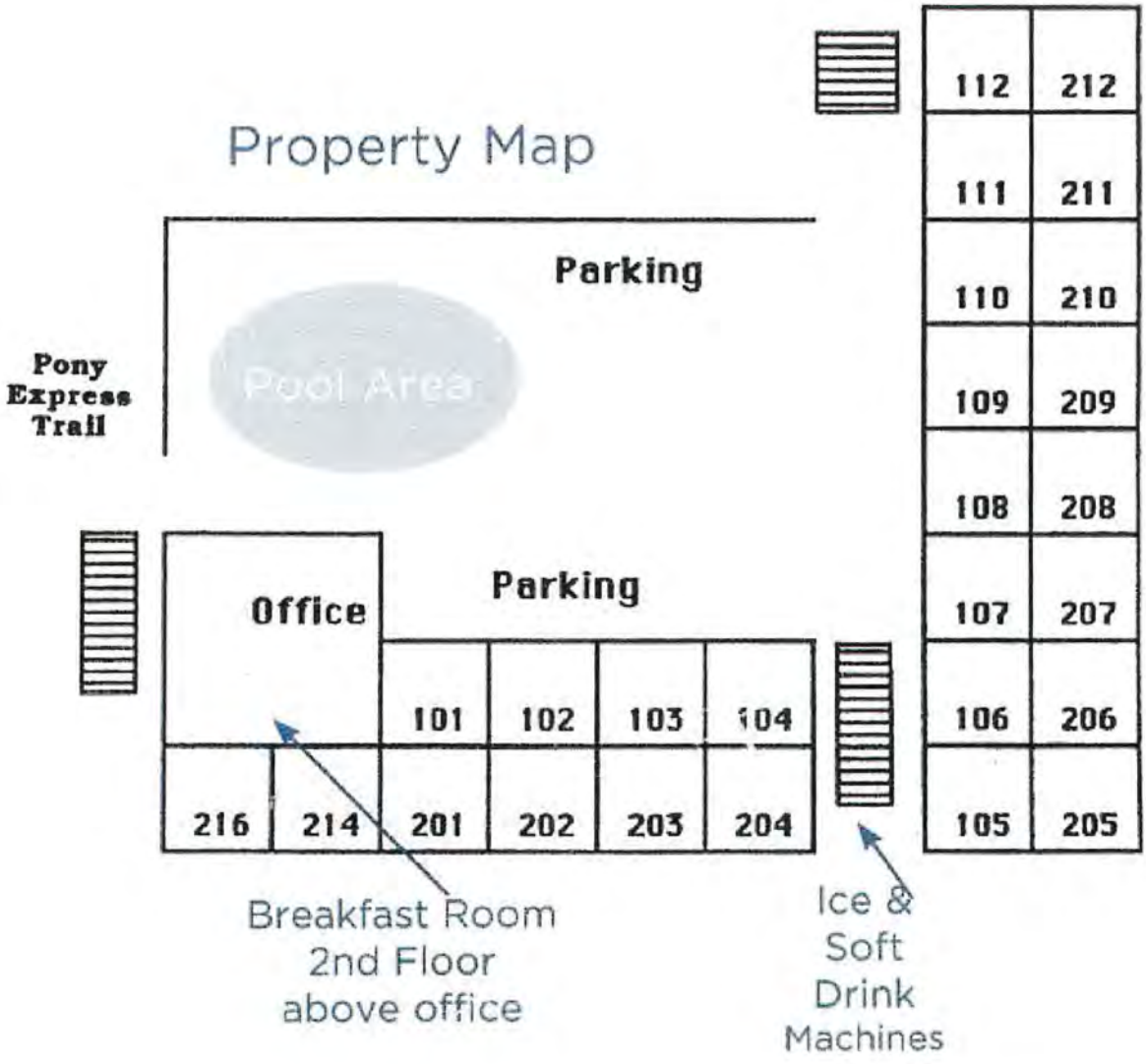
COUNTY

Date: 4/24/2020

Don Ashton, Chief Administrative Officer, or designee

EXHIBIT A

SHOWING BLOCK OF ROOMS AND PARKING SPACES BEING LET



EMERGENCY OCCUPANCY AGREEMENT #4854
AMENDMENT 1

This Amendment 1 to that Emergency Occupancy Agreement #4854, is made and entered into by and between Kayna Westley, LLC ("Owner") and the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"); Owner or County may be referred to individually as "Party" or collectively as "Parties."

This Agreement is made in accordance with Public Contract Code Section 22050 regarding emergency contracting procedures.

RECITALS

WHEREAS, County has approached Owner to use the Premises to house individuals associated with COVID-19. Owner agrees that County may use the areas of the Premises described on Exhibit A attached hereto (the "Premises") for the purpose of providing emergency shelter and housing for specified members of the public during this period of emergency, in accordance with Emergency Occupancy Agreement #4854 dated April 24, 2020, incorporated herein and made by reference a part hereof; and

WHEREAS, Owner acknowledges and understands that County intends to use the Premises to house and care for persons including those who have been diagnosed with COVID-19 but do not require hospitalization for the illness, persons who must be isolated or quarantined because they have been exposed to COVID-19, and other at risk persons; and

WHEREAS, Owner is the record owner of certain real property defined as the Premises herein situated in the County of El Dorado, State of California and has the authority to grant the rights contained herein this Agreement to the County; and

WHEREAS, the parties hereto have mutually agreed to extend the term of this Agreement, hereby amending section 3. "Term;" and

WHEREAS, the parties hereto have mutually agreed to modify the daily rate of said Agreement, hereby amending section 5. "Rent" and Section 15 "Condition of Premises upon termination;" and

WHEREAS, the parties hereto have mutually agreed to amend section 27 "Restoration of Premises."

WHEREAS, the parties hereto have mutually agreed to identify the administrator of this Agreement, thereby inserting Article 33 "Administrator;"

NOW THEREFORE, the parties do hereby agree that Emergency Occupancy Agreement #4854 shall be amended a first time as follows:

1) Section 3, "Term" shall be amended and replaced in its entirety to read as follows:

3. Term.
The "Term" of this Agreement shall commence on April 20, 2020, and shall continue through December 31, 2020, and will continue thereafter from month to month until terminated as set forth herein or until thirty (30) days after termination or expiration of the Governor's Shelter-in-Place Order (N-33-20), whichever occurs first.

2) Section 5, "Rent" shall be amended and replaced in its entirety to read as follows:

5. Rent. Effective upon execution of this Amendment 1 to that Agreement #4854, Rent shall be $72 per room per day ($1,872 per day). Rent shall be paid by County to Owner as follows:

5.1. Effective April 24, 2020, rooms were made available to County for placement of patrons. County paid rent in the sum of $40,040.00 for the first 14 days of the Term, within ten (10) days of the effective date of this Agreement.

5.2. Thereafter, County shall pay rent in arrears at the end of each ensuing week, in the sum of $20,020 with the first such payment due May 11, 2020. Rent payable hereunder for any period of time less than one week shall be determined by multiplying the daily rate set forth in Section 5 by the applicable number of days. Rent shall be paid to Owner at the address specified in this Agreement.

5.3 Effective upon execution of this Amendment 1 to that Agreement, County shall pay rent in arrears at the end of each ensuing week, in the amount of $13,104 ($72 / day / 26 rooms x 7 days). Any partial week shall be prorated daily and included along with the first full week of payment.

Rent payable hereunder for any period of time less than one week shall be determined by multiplying the daily rate set forth in Section 5.3 by the applicable number of days. Rent shall be paid to Owner at the address specified in this Agreement.

3) Section 15, "Condition of Premises upon termination" shall be amended and replaced in its entirety as follows:

15. Condition of Premises upon termination. Upon the termination of this Agreement for any reason, County shall vacate the Premises and deliver it to Owner in good order and condition, damage by the elements, fire, earthquake, falling objects and ordinary wear and tear excepted. If Owner makes any repairs to the Premises that are necessary to return the Premises in its original condition, including, replacement of mattresses and bedding, in the same specifications as the existing mattresses and bedding, only in those rooms where any person(s) tests positive for COVID-19 or the room occupant

causes damage beyond repair, and repairing damage to any room, upon written approval by Contract Administrator, County will reimburse Owner for the actual costs of the repairs on submission of appropriate documentation, including receipts.

For the avoidance of doubt, the Parties acknowledge and agree that the costs outlined in this section are not covered by either Party's insurance as outlined in Section 16 below. If replacement or repairs are needed; County will reimburse Owner for the loss of use of the guest room during the repair period at a rate not to exceed $72 per day, per unusable guest room, for a period not to exceed five days. In addition, County will ensure that Owner maintains its use rights, including any grandfathered status under local zoning laws, at the end of the Term.

4) Section 27 “Restoration of Premises” shall be amended and replaced in its entirety as follows:

27. Restoration of Premises.

27.1 Upon termination of this Emergency Occupancy Agreement #4854, Owner agrees that the equipment installed by the County shall be and remain the property of the County, and County shall remove such property when vacating the premises.

27.2 Owner shall restore all surfaces, including floors and walls, to the condition existing prior to County occupancy, including repair of damaged floor tile, and patching and repainting damaged wall surfaces to match adjacent existing surfaces.

2.7.2.1 Owner shall obtain three quotes for repair of the property in accordance with section 27.2, and shall accept the low bid. Owner shall submit invoices for cleaning services, with attached documentation.

2.7.2.2 County will reimburse Owner for the actual costs of the repairs on submission of appropriate documentation, including receipts, in accordance with section 27.4 herein below.

27.3 Owner shall be responsible for cleaning of rooms between occupancy of clients, final cleaning and disinfection of the premises, and replacement of linens. Cost for cleaning and replacement of linens shall be invoiced to County under separate invoice with attached receipts for cleaning and purchase of replacement linens, in accordance with sections 27.4 and 27.5 herein below. Owner shall retain and disclose records to the County showing that the hotel was appropriately sanitized and disinfected upon termination of the lease.

27.3.1 Owner shall obtain three quotes for cleaning and disinfection; and shall accept the low bid. Owner shall submit invoices for cleaning services, with attached documentation.

27.3.2 County will reimburse Owner for the actual costs of the cleaning and disinfection upon submission of appropriate documentation, including receipts, in accordance with section 27.4 herein below.

27.4 In the event of damage caused by occupants, upon written approval by Contract Administrator, County will reimburse Owner for the actual cost for repair of facility, or replacement of items (e.g. mattresses, linens, appliances), following the same specifications as the original items, necessary to return the Premises to its original condition. Owner shall submit appropriate documentation and receipts along with itemized invoice for said repairs / replacement.

27.5 Owner agrees that County's liability for cleaning of rooms between occupancy, final cleaning and disinfection and replacement of linens, and repair of any damages shall be limited to $50,000 in total for the term of this agreement.

5) Section 33, "Administrator" shall be inserted to read as follows:

33. Administrator: The County Officer or employee with responsibility for administering this Agreement is Patricia Moley, Assistant Director, Health and Human Services Agency, or successor.

Except as herein amended, all other parts and sections of that Agreement #4922 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: P Moley Dated: 10/12/2020

Patricia Moley
Assistant Director
Health and Human Services Agency

Requesting Department Head Concurrence:

By: Dated: 10-13-20

Donald Semon
Director
Health and Human Services Agency

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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Emergency Occupancy Agreement #4854 on the dates indicated below.

OWNER: Kayna Westley, LLC

By: Hitesh Patel
Hitesh Patel, Owner and Sole Member

Dated: 10/16/2020

-- COUNTY OF EL DORADO --

Dated: 10/20/2020

By: Brian K Veerkamp
Brian Veerkamp, Chair
Board of Supervisors
"County"

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: Martha Sullivan
Deputy Clerk

Dated: 10/20/2020

County of El Dorado
Chief Administrative Office
Procurement and Contracts Division

solicitation on behalf of the

Health and Human Services Agency

Request for Qualifications
#21-952-038

Homeless Interim Housing Site

Operations and Case Management

Submittal Deadline:

June 1, 2021 not later than 3:00 PM (PST)

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Attachment A – Sample Agreement for Services*
Attachment B – Sample Facility Use Agreement
Attachment C – EDOK HMIS Policy and Procedure Guide
Attachment D – Operations and Case Management for Homeless Interim Housing Budget Tool
Attachment E – El Dorado County Board of Supervisors Travel Policy

*The attached Sample Agreement for Services and Sample Facility Use Agreement is for reference only. Other terms and conditions may apply based on the types of services and funding involved.

1.0 INTRODUCTION

The County of El Dorado (County) is topographically divided into two (2) zones. The northeast corner of the County is in the Lake Tahoe basin and is commonly referred to as the "East Slope" of the County, while the remainder of the County is in the area west of Echo Summit or "West Slope" of the County. The United States Census estimates that, as of 2014, the population of El Dorado County was 183,087.

The County's Housing and Homeless Program has received grant funding from State and Federal sources for the purpose of purchasing an interim housing site to shelter homeless persons. This site, once fully operational, is anticipated to include twenty-six (26) rooms, at a former hotel site on the West Slope.

The purpose of the Request for Qualifications (RFQ) is to identify best qualified service providers who can manage operations at the interim housing site on the West Slope; no services on the East Slope are being solicited as a result of this RFQ.

For the purposes of classifying and categorizing reporting requirements and defining target populations, the United States Department of Housing and Urban Development (HUD) provides definitions of four (4) categories of individuals defined as homeless:

1. Literally Homeless;
2. Imminent Risk of Homelessness;
3. Homeless under other Federal statutes; and
4. Fleeing/attempting to flee domestic violence.

The population housed at this interim housing site will be prioritized to meet HUD's Category 1 definition – "Literally Homeless." However, the site may also house individuals who meet the Category 2 definition of "Imminent Risk of Homelessness."

As this site is an Interim Housing (sometimes referred to as "Bridge Housing" in common vernacular with the preference of HUD being "Interim Housing") the intent of this housing model is to provide short-term housing with a goal of transitioning individuals housed at the site into permanent housing solutions as units are identified and become available. At present, the site is currently housing medically vulnerable homeless persons, as a part of the County's response to the COVID19 pandemic. Many of these individuals have already received some forms of case management and support for obtaining assistance and document readiness; what prevents these individuals from transitioning from this site is a need for additional providers offering rehousing services and the lack of availability of affordable housing units.

RFQ/Process Addendums:

In the event that it becomes necessary to revise any part of this RFQ, written addenda will be issued. Any amendment to this RFQ is valid only if in writing and issued by the County's Procurement and Contracts Division.

All interpretation or corrections, as well as any additional RFQ provisions that the County may decide to include, will be made only as an official addendum that will be posted to the County's website at http://edcapps.edcgov.us/contracts/invite.asp and it shall be the Respondent's responsibility to ensure they have received all addendums before submitting a Statement of Qualifications (SOQ). Any addendum issued by the County shall become part of the RFQ and will be incorporated into the SOQ.

The County will not be bound by oral responses or inquires or written responses other than written addenda.

Facility Use Agreement:

The Respondent selected as a result of this RFQ will be required to negotiate an agreement for services with the County (a sample is attached as Attachment "A") as well as a Facility Use Agreement (a sample is attached as Attachment "B").

It is **critical for all Respondents to note, services may not begin until the County's purchase of the interim housing site is complete**. Both Agreements cannot and will not be executed until the property is officially owned by the County; the services solicited as a result of this process are one-hundred percent (100%) contingent upon the completion of that purchase.

The Facility Use Agreement will specify the County's roles and the selected service provider's roles specific to the physical interim housing site, given the site will be owned by the County but operated by the selected service provider. The sample Facility Use Agreement attached is for illustrative purposes only, as specific terms and conditions are still in development while the County undergoes the purchasing process for the site. However, a Facility Use Agreement will be required for the site prior to the selected service provider beginning operations.

The County of El Dorado is an equal opportunity employer (EOE). All individuals are encouraged to participate. The County will not discriminate against any individual because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, or sexual orientation.

This RFQ includes a description of the evaluation and selection process, Scope of Work, SOQ submittal requirements, and insurance requirements.

The following schedule is for reference purposes:

RFQ Issuance	April 29, 2021
Deadline for Final Questions	May 12, 2021
Due Date for Submissions	June 1, 2021

2.0 SCOPE OF SERVICES

The County is seeking a provider who will be responsible for operations at the interim housing site, which ideally will include comprehensive service provisions. The County also understands that due to limited local provider capacity, a comprehensive approach to may not be feasible. As a result, the County will accept SOQs from any eligible respondent who can provide oversite of site operations exclusively, if no other provider exists that is capable of providing operations and comprehensive services. What follows is a list of services the County would prefer:

A. Case Management

Ideally, the selected service provider will engage clients with active case management to help prepare the clients for a transition to permanent housing. This case management should include but is not limited to:

- Conducting weekly one-on-one meetings with each of the clients housed on site;
- Working with clients to create personalized, client-directed housing goals;
- Helping clients to establish “document readiness” necessary for clients to meet common lease application requirements;
- Assisting clients in the identification of appropriate housing options; and
- Collaborate with the County to document client enrollment in assistance programs in order to ensure income that will support transition into permanent housing sites as they become available.

B. Local Homeless System Collaboration

Services for homeless individuals in El Dorado County are provided by numerous community-based organizations as well as the County. Together, these organizations work collaboratively as a part of the El Dorado Opportunity Knocks Continuum of Care (EDOK CoC), in order to establish a common vision for services as well as to coordinate efforts.

The service provider selected as a result of this RFQ process will, at a minimum, be required to participate in regular case coordination meetings

with EDOK CoC partners and to attend EDOK CoC general membership meetings. Additionally, the nature of operating the interim housing site will necessitate close collaboration and coordination with the Coordinated Entry Services (CES) provider (working throughout the County to connect homeless individuals with services including those offered at the interim housing site), as well as local behavior health and medical services providers, specific to each client's needs.

C. Reporting

Client level data will need to be recorded for reporting purposes in the Homeless Management Information System (HMIS) utilized within El Dorado County. The selected provider will be required to undergo training on the use and operation of the HMIS system and then use this system in order to capture and report data to the County at intervals to be specified in the contract resulting from this RFQ.

The EDOK HMIS Policy and Procedure Guide has been attached to this RFQ for reference (Attachment "C").

D. Housing First Principles

All services, as well as the interim housing itself, must be operated consistent with Housing First principles.

"Housing First" is an approach that quickly and successfully connects individuals and families experiencing homelessness with permanent housing, without preconditions and barriers to entry, including but not limited to sobriety, treatment, or participation in services. Supportive services are offered to maximize housing stability and prevent return to homelessness, but cannot be used as a condition that must be met to enter housing.

The California Welfare and Institutions Code (WIC) Section 8255(b), provides eleven (11) core components of Housing First principles:

1. Tenant screening and selection practices that promote accepting applicants regardless of their sobriety or use of substances, completion of treatment, or participation in services.
2. Applicants are not rejected on the basis of poor credit or financial history, poor or lack of rental history, criminal convictions unrelated to tenancy, or behaviors that indicate a lack of "housing readiness."
3. Acceptance of referrals directly from shelters, street outreach, drop-in centers, and other parts of crisis response systems frequented by vulnerable people experiencing homelessness.

4. Supportive services that emphasize engagement and problem solving over therapeutic goals and service plans that are highly tenant-driven without predetermined goals.
5. Participation in services or program compliance is not a condition of permanent housing tenancy.
6. Tenants have a lease and all the rights and responsibilities of tenancy, as outlined in California's Civil, Health and Safety, and Government codes.
7. The use of alcohol or drugs in and of itself, without other lease violations, is not a reason for eviction.
8. In communities with coordinated assessment and entry systems, incentives for funding promote tenant selection plans for supportive housing that prioritize eligible tenants based on criteria other than “first-come-first-serve,” including, but not limited to, the duration or chronicity of homelessness, vulnerability to early mortality, or high utilization of crisis services. Prioritization may include triage tools, developed through local data, to identify high-cost, high-need homeless residents.
9. Case managers and service coordinators who are trained in and actively employ evidence-based practices for client engagement, including, but not limited to, motivational interviewing and client-centered counseling.
10. Services are informed by a harm-reduction philosophy that recognizes drug and alcohol use and addiction as a part of tenants' lives, where tenants are engaged in nonjudgmental communication regarding drug and alcohol use, and where tenants are offered education regarding how to avoid risky behaviors and engage in safer practices, as well as connected to evidence-based treatment if the tenant so chooses.
11. The project and specific apartment may include special physical features that accommodate disabilities, reduce harm, and promote health and community and independence among tenants.

E. Optional/Additional Service Components

While not required in order to respond to this RFQ, Respondents are welcome to propose additional supportive services that can complement the case management and interim housing offered at the site. These additional service components can include, but are not limited to, Rapid Rehousing Services, Housing Locator/Navigator Services, and/or behavioral health interventions or therapies.

Respondents interested in providing these services in addition to case management and operating the site, will be directed to do so as a part of the narrative as indicated in Section 4 of this RFQ.

F. Service/Staffing Model

The County is open to creative/innovative staffing models to meet the operational need at this site. At a minimum, the selected provider will need to have a capability to respond to the site twenty-four (24) hours per day, seven (7) days per week, for exigent/emergency circumstances. This minimum requirement is specific to “on call” response; the County has no expectation the interim housing site will be physically staffed on-site at all hours.

G. Racial Disparity Effort and Data Requirements

As a requirement of service provision related to this RFQ and as a part of an effort to meet State reporting requirements, the County will require the selected service provider to address racial disparities in its service provision for homeless individuals. While not an evaluative component considered in the selection process for this RFQ, **all Respondents will be required to examine racial disparities in their service provision and develop a plan for addressing racial disparities**. This plan must be submitted with the SOQ seeking funding as a result of this RFQ, as identified in Section 4.4 of this RFQ. Subsequent to a negotiated agreement, the service provider will be required to report to County efforts and outcomes related to reducing any racial disparities.

The required plan for addressing racial disparities must, at a minimum, answer the following questions:

- What are the service area’s racial demographics and those within the service area of the proposed project?
- What are the outcomes of the homeless response system based on race?
- What race-based disparities exist amongst those receiving services?
- How will underserved and marginalized communities learn about and enter into interim housing services?
- What marketing and communication strategies will be used to increase equitable access to interim housing services?
- How are the voices of Black, Latinx, Asian, Pacific Islander, Native and Indigenous communities, and those who have experienced homelessness being centered in a meaningful, sustained way to help influence effective approaches to reducing and ending homelessness in these communities?
- What partnering organizations will the Respondent work with that focus on addressing racial equity in housing and homeless response, and what is the nature of that partnership?

The required plan must also include proposed outcomes related to reducing disparities in services for underserved and traditionally marginalized

communities. Outcomes proposed must include clearly defined metrics that demonstrate both a current state of services, a goal for reducing disparities, and a method for measuring the reduction over the course of the funding cycle.

In furtherance of the goals of reducing racial disparities amongst homeless individuals and those impacted by COVID-19, organizations serving traditionally unserved or underserved populations are encouraged to submit responses, emphasizing achievable reductions to racial disparities in service provision.

3.0 ELIGIBILITY

To be considered eligible to submit a bid in response to this RFQ, the following eligibility requirements must be met:

A. Provide a written certification that all services will be provided consistent with Housing First Principles.

B. Provide a plan for addressing racial disparities, consistent with Section 2. "Scope of Services", "G. Racial Disparity Effort and Data Requirements."

C. Provide a Statement in the Cover Letter, indicating the organization understands if selected, it will be required to negotiate an Agreement for Services with the County substantively similar to the Sample Agreement (Attachment "A") as well as a Facility Use Agreement (Attachment "B"). This statement should further specify the respondent has read and understands the County's insurance requirements and that if selected, the respondent will meet these requirements.

Responses received that do not meet these eligibility requirements will be rejected as unresponsive and will not be evaluated.

4.0 SUBMITTAL FORMAT REQUIREMENTS

Each response to this RFQ shall include the information described in this section. Failure to include all of the elements specified may be cause for rejection. Additional information may be provided, but should be succinct and relevant to the goals of this RFQ. Excessive information will not be considered favorably. The document shall be 8-1/2 inches by 11 inches in size or shall be folded to that size.

All responses shall contain the following elements, and in the order given:

A. Cover Letter

A Cover Letter must be submitted by the Respondent and be signed by an individual authorized to bind the organization contractually.

The Cover Letter submitted in response to this RFQ must specifically state the following:

"By submitting a response, I am certifying…

- If selected, all services provided will be consistent with Housing First Principles.
- I have read and I understand that if selected I will be required to adhere to enter into an Agreement for Services with the County, similar in scope to the sample agreement (Attachment A).
- I have read and I understand that if selected I will be required to enter into a Facility Use Agreement with the County, the terms and conditions of which may be similar in scope to those in the sample Facility Use agreement (Attachment B).
- I have read and I understand that if selected I will be required to meet the County's insurance requirements as identified in the sample agreement." (Attachment A)."

B. Statement of Qualifications

All eligible Respondents should submit a Statement of Qualifications (SOQ) consistent with the requirements identified below. Respondents who fail to submit a SOQ will not be evaluated further. The SOQ will be the primary factor in determining preference and will be evaluated to determine most qualified and most experienced responses.

1. Executive Summary

The Executive Summary section of the response should address the Respondent's overall approach to providing the services solicited in this RFQ at the interim housing site. At a minimum, the Executive Summary should:

a. Describe the Respondent's understanding of the need for interim housing services in El Dorado County; and
b. Describe the Respondent's overall intent and approach for meeting the need for providing operational oversite and case management for the interim housing site.

2. Plan for Services

The plan for services should address the Respondent's plan for providing operational oversight and case management services at the interim housing site, including any optional and/or additional service components unique to the Respondent's approach for providing these services. All descriptions within the plans should include goals and the steps that will need to be taken to achieve those goals. Goals should have measurable outcomes or milestones to help the County understand how to measure when the goal been achieved. At a minimum, the plan should also address:

a. A description of the staffing plan that will be used to provide operations and case management at the homeless interim housing site;
b. A description of services to be provided at the homeless interim housing site, any service models that will be implemented, and any optional/additional or complimentary services that will enhance service provision;
c. A description of the plan for collaborating with local homeless system partners including how the respondent will ensure participation at CoC case coordination meetings as well as CoC general membership meetings; and
d. A description for the plan for capturing, handling, and reporting all data, including how HMIS will be used, how data integrity will be ensured, and how responsibilities for data will be clearly defined to meet evolving requests for data from State and Federal funders.

3. Capability and Experience

The Capabilities and Experience section should provide an overview of the organization's history and experience serving homeless individuals in California. At a minimum, it should address the following:

a. A description of the organization's experience serving clients defined by HUD as Category 1 "Literally Homeless";
b. A description of the organization's specialized training, expertise, or demonstrable proficiency in achieving successful outcomes for highly vulnerable homeless individuals;
c. A description of the organization's history and experience providing services consistent with Housing First Principles; and
d. A description of the organization's proficiency and expertise in providing case management services, including the process for case management, the tools involved in tracking case information, and the organization's approach.

4. Budget and Budget Narrative

Complete the Operations and Case Management for Homeless Interim Housing Budget Tool attached to the RFQ as Attachment “D”.

The completed budget should include all Direct Costs necessary to perform the services identified in the RFQ for an anticipated 3 year term. Respondents should identify all personnel/position costs inclusive of salary and benefits, any contract or subcontract costs that will be incurred (whether for goods or services), any operational costs, as well as Indirect Costs (Facilities & Administrative [F&A] costs). Important considerations are as follows:

- Travel expenses would require extraordinary levels of justification to be approved, considering the services are to be offered at the interim housing site. In the event that any travel costs are necessary, these costs should be proposed consistent with the El Dorado County Board of Supervisors Travel Policy (Attachment “E”).
- Indirect Costs (F&A costs) can only be reimbursed as a percentage of actual costs billed on a monthly basis. As a result, Respondents must factor these costs as a percentage of the total direct costs proposed. Indirect cost rates in excess of ten percent (10%) of the total direct costs proposed will not be evaluated favorably. Should the Respondent propose additional office space off-site from the interim housing site, the costs of this office space would need to be within the F&A cost rate, as the site would be primarily administrative.
- All proposed costs should include a description or formula indicating how the total cost amount was determined. Attachment “D” provides a sample for creating a consistent format.

Proposed Direct Costs are those costs directly related to the activities solicited in this RFQ. They may include staff time for case management, providing operational oversight, or performing other activities directly related to the interim housing site’s goals. These costs do not include administrative costs/time or other extraneous costs not directly related to performance.

In addition to completing the Attachment “D”, the Respondent must also include a budget narrative. At a minimum, the detailed budget narrative should address:

a. All factors of cost included in the rate for each personnel/position proposed, including the types of benefits offered, the time commitment of the position, and the qualifications of the position;
b. A description of how the positions proposed will be sufficient to provide the services solicited in the RFQ;

c. A description of all non-personnel costs and how these costs are necessary and reasonable for the performance of the activities necessary for the operations of the interim housing site; and
d. A description of what costs are included in the proposed F&A rate.

5.0 QUESTIONS

5.1 Questions regarding this RFQ must be submitted in writing by email or U.S. mail to the Procurement and Contracts Office and must be received no later than 5:00 p.m. on **May 12, 2021**.

5.2 All emails must have **"RFQ #21-952-038 – QUESTION"** as their subject, and all envelopes or containers must be clearly marked **"RFQ #21-952-038 – QUESTION"** for convenience purposes. Emails, envelopes, and/or containers not clearly labeled may be overlooked and not responded to.

5.3 Questions will **not** be accepted by telephone, facsimile (fax), or orally.

5.4 The County reserves the right to decline a response to any question if, in County's assessment, the information cannot be obtained and shared with all Respondents in a timely manner.

5.5 A summary of the questions submitted, including responses deemed relevant and appropriate by County, will be posted to the County website on or about **May 21, 2021**.

5.6 All inquiries shall be submitted by email to: matthew.potter@edcgov.us

or by U.S. Mail to:
County of El Dorado
Procurement and Contracts
2850 Fairlane Court
Placerville, California 95667
RFQ #21-952-038 – Question

5.7 Respondents are cautioned that they are not to rely upon any oral statements that they may have obtained. Respondents shall direct all inquiries to the contact above and shall not contact the requesting department directly regarding any matter related to this RFQ.

6.0 SUBMITTAL INSTRUCTIONS

6.1 Submit one (1) original, three (3) hard copies, and one (1) electronic copy via USB drive, of your Statement of Qualifications (SOQ) not later than the time and date indicated on the cover page of this RFQ. All submittals shall

be submitted in a sealed envelope or container and clearly marked with the RFQ number and title on the outside of the parcel.

6.2 SOQs shall be submitted ONLY to:

El Dorado County
Procurement and Contracts Division
2850 Fairlane Court
Placerville, CA 95667
Attn: Matthew Potter

6.3 The County shall not be responsible for submittals delivered to a person or location other than specified herein. Submittals delivered to a location other than the above will not be considered duly delivered or timely. The County shall not be responsible for rerouting submittals delivered to a person or location other than that specified above.

6.4 Faxed or emailed submittals will not be accepted.

6.5 Late submittals may not be accepted or considered.

6.6 All submittals, whether selected or rejected, shall become the property of the County and will not be returned.

6.7 The County reserves the right to waive minor defects and/or irregularities in SOQs, and shall be the sole judge of the materiality of any such defect or irregularity.

6.8 All costs associated with SOQ preparation shall be borne by the Respondent.

6.9 It is the responsibility of the Respondent to ensure that the SOQ is received in the Procurement and Contracts Division prior to the RFQ opening deadline date and time. The time stamp clock located in the office of the Procurement and Contracts Division will serve as the official time clock.

7.0 EVALUATION

The following criteria and rating schedule will be used to determine the most highly qualified Respondent(s):

Evaluation Criteria		Maximum Points
A.	Executive Summary	16 points
B.	Plan for Services	64 points
C.	Capabilities and Experience	80 points
D.	Budget and Budget Narrative	40 points
	Total	**200 points**

8.0 SELECTION PROCEDURE

County staff will open SOQ's following the submittal deadline. The only information that will be made available to the public at that time will be the names of the Respondents submitting SOQ's. The contents of all SOQ's, or any other medium which discloses any aspect of the SOQ, shall be held in strictest confidence until the County releases a Notice of Award or Notice of Intent to Award.

A Selection Committee will be appointed by the County to evaluate the SOQ's. It is anticipated that representatives from the County and other local government entities, if necessary, will conduct the evaluations. The Selection Committee may interview Respondent firms during the selection process if it is determined to be necessary.

When evaluation of the SOQ's and presentations has been completed, a Respondent will be selected and negotiations will be initiated. If for any reason a contract cannot be negotiated, the County reserves the right to select the next ranked prospective Respondent. The County will then make recommendations for selection to the Purchasing Agent or County Board of Supervisors based on the criteria outlined in the preceding sections.

9.0 MODIFICATION OR WITHDRAWAL OF SOQ

A Respondent may withdraw its SOQ at any time **prior** to the submittal deadline by a written request for its withdrawal to the County Purchasing Agent, signed by an authorized agent of the firm. Respondents may thereafter submit a new or modified SOQ **prior** to the submittal deadline.

To be considered, the new submittal must be received in writing, with the same number of copies as the original SOQ, prior to the date and time specified above, for receipt of SOQs.

10.0 AWARD

Response to this RFQ will not necessarily result in an agreement with the County. SOQ opening and analysis does not constitute award of an agreement. The County Board of Supervisors will determine final award of any resulting agreement. The agreement is not in force until it is signed and executed by the County Board of Supervisors or Purchasing Agent.

11.0 CONFLICT OF INTEREST

Respondents warrant and covenant that they have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Respondents shall have no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under the resulting agreement and shall not enter into any such business or financial relationship with any such employee(s) during the term of the resulting agreement.

12.0 COUNTY RIGHTS

The County reserves the right to:

1. Request clarification of any submitted information.
2. Waive any irregularity or immaterial deviation in any SOQ.
3. Not enter into any agreement.
4. Not select any Respondent.
5. Cancel this process at any time.
6. Amend this process at any time.
7. To award more than one (1) contract if it is in the best interest of the County.
8. Interview Respondents prior to award.
9. To request additional information during an interview.
10. Reject any and all SOQ's.

Waiver of an immaterial deviation shall in no way modify the RFQ documents or excuse the Respondent from full compliance with the contract requirements if the Respondent is awarded the contract.

13.0 EL DORADO COUNTY WEBSITE REQUIREMENTS

It is the Respondent's responsibility to monitor the County's website for possible addenda to this RFQ to inform him/herself of the most current specifications, terms, and conditions, and to submit his/her SOQ in accordance with original RFQ requirements and all required addenda. All available RFQs and related addenda can be found at:

http://edcapps.edcgov.us/contracts/invite.asp

Failure of Respondent to obtain this information shall not relieve him/her of the requirements contained therein. Those Respondents not acknowledging and returning Addenda as required will not be considered and will be rejected as "non-responsive."

14.0 PUBLIC RECORDS ACT

All SOQs and materials submitted shall become property of the County and will not be returned. All responses, including the accepted SOQ and any subsequent contract, become public records in accordance with the requirements of the California Government Code, Sections 6250 - 6270, "California Public Records Act". Proprietary material must be clearly marked as such. Pricing and service elements of the successful SOQ are not considered proprietary information. Respondents which indiscriminately identify all or most of their SOQ as confidential or proprietary without justification may be deemed unresponsive.

The County will treat all information submitted in a SOQ as available for public inspection once the County has selected a successful Respondent. If you believe that you have a legally justifiable basis under the California Public Records Act (Government Section 6250 et. seq.) for protecting the confidentiality of any information contained within your SOQ, you must identify any such information, together with the legal basis of your claim in your SOQ, and present such information separately as part of your response package.

Upon receipt of a request for disclosure pursuant to the California Public Records Act for information that is set apart and marked as proprietary, County will notify you of the request for disclosure. You shall have sole responsibility for the defense of the proprietary designation of such information. Failure to respond to the notice and enter into an agreement with County providing for the defense of and complete indemnification and reimbursement for all costs incurred by the County in any legal action to compel the disclosure of such information, shall constitute a complete waiver of any rights regarding the information designated

proprietary and such information will be disclosed by County pursuant to applicable procedures under the California Public Records Act.

NOTICE TO RESPONDENTS

The Procurement and Contracts Division will no longer mail out hard copy letters advising participating Respondents of RFQ results. Please visit our website at http://edcapps.edcgov.us/contracts/bidresults.asp for RFQ results. The timeline for posting RFQ results may vary depending on the nature and complexity of the RFQ and the number of responses received.

AGREEMENT FOR SERVICES #___

THIS AGREEMENT is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and _____, a _____, duly qualified to conduct business in the State of California, whose principal place of business is _____, and whose Agent for Service of Process is *Company name, physical address,* (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a Contractor to provide _____; and

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert, and competent to perform the special services described in Article I, "Scope of Services;" that it is an independent and bona fide business operation, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar services to others; and County relies upon those representations; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

WHEREAS, County has determined that the provision of such services provided by Contractor are in the public's best interest and that there are specialty skills, qualifications, and equipment not expressly identified in County classifications involved in the performance of the work in accordance with El Dorado County Ordinance Code, Chapter 3.13.030(b), El Dorado County Charter, Section 210(b)(6), and/or Government Code Section 31000;

WHEREAS, County has determined that the provision of such services provided by Consultant are in the public's best interest and that due to the limited timeframes, temporary or occasional nature, or schedule for the project or scope of work, the ongoing aggregate of work to be performed is not sufficient to warrant the addition of permanent staff in accordance with El Dorado County Ordinance Code, Chapter 3.13.030, El Dorado County Charter, Section 210(b)(6), and/or Government Code Section 31000;

NOW, THEREFORE, County and Contractor mutually agree as follows:

SAMPLE

ARTICLE I
Scope of Services: Contractor agrees to furnish the personnel and equipment necessary to provide _____
_____.

ARTICLE II
Term: This Agreement shall become effective upon final execution by both parties hereto and shall cover the period _____ through _____, unless terminated earlier pursuant to the provisions contained herein below in Article XIII, "Fiscal Considerations," or Article XV, "Default, Termination, and Cancellation."

ARTICLE III
Compensation for Services:
A. **Rates:** For the purposes of this Agreement, the billing rate shall be as defined in Exhibit # – "Rates," attached hereto and incorporated by reference herein. (or inserted here, if simple)

B. **Invoices:** It is a requirement of this Agreement that Contractor shall submit an original invoice, similar in content and format with Exhibit #, attached hereto and incorporated by reference herein.
Also available at: https://www.edcgov.us/Government/hhsa/Pages/hhsa_contractor_resources.aspx. Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces and on any enclosures or backup documentation. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices.

Invoices shall be sent as follows, or as otherwise directed in writing by County:

Email (preferred method):	***U.S. Mail:***
BHinvoice@edcgov.us Please include in the subject line: "Contract #, Service Month, Description / Program	County of El Dorado Health and Human Services Agency Attn: Finance Unit 3057 Briw Road, Suite B Placerville, CA 95667-5321

or to such other location as County directs.

For services provided herein, including any deliverables that may be identified herein, Contractor shall submit invoices for services fifteen (15) days following the end of a "service month." For billing purposes, a "service month" shall be defined as a calendar month during which Contractor provides services in accordance with Article I, "Scope of Services." For all satisfactory services provided herein, County agrees to pay Contractor monthly in arrears and within forty-five (45) days following the County's receipt and approval of itemized invoice(s) identifying services rendered. County may withhold or delay any payment if Contractor fails to comply with any provision of this Agreement.

SAMPLE

1. Supplemental Invoices: For the purpose of this Agreement, supplemental invoices shall be defined as invoices submitted for additional services rendered during a month for which a prior invoice has already been submitted to County. Supplemental invoices should include the standard invoice format with description of services rendered and a detailed explanation why the invoice was not submitted in the approved timeframe.

   1.1. For those situations where a service is disallowed by HHSA on an invoice, or inadvertently not submitted on an invoice, and a corrected invoice is later submitted ("Supplemental Invoice"), Supplemental Invoices for services provided during the period July 1st through June 30th for each fiscal year of this Agreement and received by HHSA after July 31 of the subsequent fiscal year, shall be neither accepted nor paid by the County. Requests for exceptions to pay an invoice received after July 31 of the subsequent year, must be submitted in writing and must be approved by HHSA's Chief Fiscal Officer

C. **Maximum Obligation:** The maximum obligation for services and deliverables provided under this Agreement shall not exceed:

Description	**Term**	**Amount**
Maximum Obligation:		

D. **MHSA Funding:** Contractor acknowledges that this Agreement meets the requirements for the distribution of Mental Health Act Services (MHSA) funding in the County's Performance Contract Agreement 18-95214, or as amended or replaced, available at: https://www.edcgov.us/Government/hhsa/Pages/hhsa_contractor_resources.aspx, and as required in Chapter 2 of the Welfare & Institutions Code beginning with Section 5650 and Contractor agrees to comply with the provisions in Section 5650 through 5667

E. **Disallowed Costs:** The Contractor shall use funds provided under this Agreement only for the purposes specified in this Agreement and in the MHSA Plan, or as updated thereafter, available at https://www.edcgov.us/Government/MentalHealth/mhsa/Pages/mhsa_plans.aspx.

In the event that Contractor fails to deliver the services, documents or other deliverables required herein, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the deliverables are received, or proceed as set forth herein below in Article XV, "Default, Termination, and Cancellation." In no event shall County be obligated to pay Contractor for any amount above the Maximum Obligation of this Agreement.

ARTICLE IV
Audits, Compliance, and Monitoring:

A) Contractor shall provide a copy of any Audit to County within thirty (30) days of completion of said audit.
B) Audits and compliance monitoring by any representative of the Federal government, State government, or County may include the review of any and all terms related to this

SAMPLE

Agreement. Audits or monitoring by the County may be performed by way of annual Contract Monitoring Surveys. Contractors receiving a Contract Monitoring Survey shall, within sixty (60) days of receipt, complete and return the survey along with all documentation, details, and supporting materials required by the survey or otherwise necessary for the County to verify compliance with the terms and conditions of the Agreement. Failure to return the survey within the specified time period may result in the withholding of payment from the Contractor until such time as compliance with the terms of the Agreement can be verified. Verifying compliance may necessitate additional on-site reviews should information submitted by the Contractor be deemed insufficient or inaccurate.

C) All files, records, documents, sites, and personnel are subject to review by representatives from County, State or Federal government.

D) Upon notification of an exception or finding of non-compliance, the Contractor shall submit evidence of Corrective Action within thirty (30) days, or as otherwise specified in the notice of required corrective action provided by the County. Continued non-compliance beyond due date for submission of Corrective Action may lead to termination of this Agreement in accordance with Article XV, "Default, Termination, and Cancellation."

E) Failure by County to notify or require Corrective Action does not constitute acceptance of the practice of waiver of the County's right to enforce.

ARTICLE V

Assurance of Compliance: Contractor shall comply with Exhibit #, "Vendor Assurance of Compliance with the County of El Dorado Health and Human Services Agency Nondiscrimination in State and Federally Assisted Programs," attached hereto, incorporated by reference herein, and thus made a part hereof. Contractor shall acknowledge compliance by signing and returning Exhibit # upon request by County.

ARTICLE VI

Taxes: Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE VII

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE VIII

Contractor to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further understood that this Agreement does not create an exclusive relationship between County and Contractor, and Contractor may perform similar work or services for others. However, Contractor shall not enter

SAMPLE

into any agreement with any other party, or provide any information in any manner to any other party, that would conflict with Contractor's responsibilities or hinder Contractor's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

ARTICLE IX

Confidentiality: Contractor shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Contractor, and all Contractor's staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Contract Administrator for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

ARTICLE X

HIPAA Compliance: As a condition of Contractor performing services for the County of El Dorado, Contractor shall execute that Business Associate Agreement which is attached hereto as Exhibit # and incorporated by reference herein.

ARTICLE XI

Assignment and Delegation: Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

In the event Contractor receives written consent to subcontract services under this Agreement, Contractor is required to ensure subcontractor remains in compliance with the terms and conditions of this Agreement. In addition, Contractor is required to monitor subcontractor's compliance with said terms and conditions, and provide written evidence of monitoring to County upon request.

ARTICLE XII

Independent Contractor: The parties intend that an independent contractor relationship will be created by this contract. Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, agents, affiliates, and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Contractor. Those persons will be entirely and exclusively under the direction, supervision, and control of Contractor.

SAMPLE

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which Contractor performs the work or services for accomplishing the results. Contractor understands and agrees that Contractor lacks the authority to bind County or incur any obligations on behalf of County.

Contractor, including any subcontractor or employees of Contractor, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Contractor shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Contractor. Contractor shall not be subject to the work schedules or vacation periods that apply to County employees.

Contractor shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Contractor provides for its employees.

Contractor acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter, and shall not make any agreements or representations on the County's behalf.

ARTICLE XIII

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

SAMPLE

ARTICLE XIV

Audit by California State Auditor: Contractor acknowledges that if total compensation under this agreement is greater than $10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XV

Default, Termination, and Cancellation:

A) Default: Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

   Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

B) Bankruptcy: This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.

C) Ceasing Performance: County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.

D) Termination or Cancellation without Cause: County may terminate this Agreement in whole or in part upon seven (7) calendar days written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

SAMPLE

ARTICLE XVI

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
Health and Human Services Agency
3057 Briw Road, Suite B
Placerville, CA 95667
ATTN: Contracts Unit

or to such other location as the County directs.

with a copy to

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
2850 Fairlane Court
Placerville, CA 95667
ATTN: Purchasing Agent

Notices to Contractor shall be addressed as follows:

(COMPANY NAME)
(Address)
(City, State, Zip)
ATTN: (Name), (Title)

or to such other location as the Contractor directs.

ARTICLE XVII

Change of Address: In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing pursuant to the provisions contained herein above under Article XVI, "Notice to Parties". Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XVIII

Indemnity: To the fullest extent permitted by law, Contractor shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or

SAMPLE

death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of Contractor or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XIX
Litigation:

A. County, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against the County or State of California or its officers or employees for which the Contractor must provide indemnification under this Agreement. The failure of the County to give such notice, information, authorization, or assistance shall not relieve the Contractor of its indemnification obligations.

B. Contractor, promptly after receiving notice thereof, shall immediately notify the County in writing of any claim or action against it which affects, or may affect, this Agreement, the terms and conditions hereunder, or the County or State of California, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of the County and State.

ARTICLE XX

Insurance: Contractor shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

A) Full Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.

B) Commercial General Liability Insurance of not less than $1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a $2,000,000.00 aggregate limit.

C) Automobile Liability Insurance of not less than $1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.

D) In the event Contractor is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than $1,000,000.00 per occurrence.

E) Contractor shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.

F) The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.

G) Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or

SAMPLE

times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

H) The certificate of insurance must include the following provisions stating that:

1) The insurer will not cancel the insured's coverage without prior written notice to County, and;

2) The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.

I) 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 in excess of the Contractor's insurance and shall not contribute with it.

J) Any deductibles or self-insured retentions must be declared to and approved by 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 procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

K) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.

L) The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

M) Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.

N) In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.

O) Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

SAMPLE

ARTICLE XXI

Force Majeure: Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

1. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control; and
2. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

ARTICLE XXII

Waiver: No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

ARTICLE XXIII

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XXIV

Interest of Contractor: Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

ARTICLE XXV

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of

SAMPLE

public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".

ARTICLE XXVI

California Residency (Form 590): If Contractor is a California resident, Contractors must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding $1,500.00.

ARTICLE XXVII

Nonresident Withholding: If Contractor is not a California resident, Contractor shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7%) percent of each payment made to the Contractor during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding $1,500.00. Contractor shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.

ARTICLE XXVIII

County Payee Data Record Form: All independent Contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

ARTICLE XXIX

County Business License: It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

ARTICLE XXX

Licenses: Contractor hereby represents and warrants that Contractor and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subcontractors to practice its

SAMPLE

profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

ARTICLE XXXI
Administrator: The County Officer or employee with responsibility for administering this Agreement is (name), (title), (department), or successor.

ARTICLE XXXII
Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

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

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

ARTICLE XXXV
No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.

ARTICLE XXXVI
Counterparts: This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

ARTICLE XXXVII
Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

SAMPLE

Requesting Contract Administrator Concurrence:

By: _____ Dated: _____

Name
Title
Department

Requesting Department Head Concurrence:

By: _____ Dated: _____

Name
Title
Department

SAMPLE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____ Dated: _____

Purchasing Agent
Chief Administrative Office
"County"

OR

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Chair
Board of Supervisors
"County"

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: _____ Dated: _____

Deputy Clerk

SAMPLE

-- CONTRACTOR --

IF CORPORATION, LLC, ETC.
(COMPANY NAME, INC.)
(A [NAME OF STATE] CORPORATION)
IF SOLE PROPRIETOR, ETC., DELETE THIS TEXT

By:_____ Dated: _____
Name
Title
"Contractor"

By:_____ Dated: _____
Corporate Secretary

(insert contract preparer's initials)

SAMPLE

Attachment B

Facilities Use Agreement
#XXXX

THIS FACILITY USE AGREEMENT ("Agreement") is made by and entered into between **COUNTY OF EL DORADO,** a political subdivision of the State of California, hereinafter called "County," and **LESSOR**_____, hereinafter called "Lessor."

RECITALS

WHEREAS, County has contracted with Lessor to operate the County's Homeless Interim Housing Site (HIHS); and

WHEREAS, in furtherance of these services, Lessor requires facilities to be used for management, operations, and administration of these services; and

WHEREAS, County owns certain property at_____, the HIHS; and

WHEREAS, Lessor has requested, and County has consented to, Lessor's use of County property, solely in the furtherance of HIHS services.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. PREMISES

County hereby grants to Lessor and Lessor hereby accepts from the County, for and in consideration of the services provided, covenants and agreement hereinafter set forth, the use of the "Premises" described as follows:

A defined area of APN: XXX-XXX-XX Known as: The Homeless Interim Housing Site (HIHS) XXX xxxxxxxx

The Premises consists of approximately xxxx square feet of space. See Exhibit A, attached hereto and incorporated by reference herein.

2. TERM

The term of this Agreement shall be concurrent with the term of the Homeless Interim Housing Site Operations and Case Management Agreement (HIHS Operations Agreement #XXXX); the term shall commence upon the first date that the HIHS Operations Agreement commences. The Term will automatically renew at such time as the HIHS Operations Agreement renews, and will terminate automatically upon termination or expiration of the HIHS Operations Agreement, which may be terminated for any reason upon one hundred eighty (180) days written notice.

SAMPLE

3. AS-IS

Lessor acknowledges and agrees that, except as otherwise specifically provided herein, the County has not made, does not make, and specifically disclaims, to the extent allowed by law, any representations; warranties, including, but not limited to, promises; covenants; agreements; or guarantees of any kind or character, whether express or implied, oral or written, or past, present, or future, concerning the Premises. Notwithstanding the foregoing, Lessor shall not be liable for and County shall indemnify Lessor from and against any third party claims arising from or related to claims that the Premises is not compliant with applicable laws, including without limitation ADA laws.

4. USE OF PREMISES, EXISTING EQUIPMENT, AND FURNITURE

The Premises shall not be rented to or used by persons or organizations other than Lessor, except where such use by the non-Lessor entity or person is in conjunction with and related to a Lessor activity or event as approved or scheduled by the El Dorado County Facility Manager. Any and all uses other than those specifically provided in this Agreement, including but not limited to advertising, fund raising, or showcasing, are prohibited, in light of the County's assumption of responsibility for maintenance of the Premises and payment of utility costs.

Lessor may use existing County equipment and furniture currently contained on the premises, as outlined in the attached Exhibit B "Inventory." The provision of this equipment and furniture shall be "as is." The County does not warrant its condition or its suitability for the purposes Lessor intends. County shall not be responsible for normal, routine, emergency, or on-going maintenance, repair, or replacement of said equipment or furniture. The purchase or lease of any new or replacement equipment or furniture shall be the sole responsibility of and expense of Lessor. Lessor shall not make or permit any other person to add any equipment to the Premises without the written consent of the County Facility manager.

5. PROHIBITED USE

Lessor shall not commit or permit the commission of any acts on the Premises nor permit the use of the Premises in any way that will:

A. Increase the existing fire rates or cancel any fire, casualty, liability or other insurance policy insuring the building or its contents;
B. Violate or conflict with any law, statute, ordinance, governmental rule or regulation whether now in force or hereinafter enacted, governing the Premises;
C. Obstruct or interfere with the rights of other tenants or occupants of the building or injure them; and
D. Constitute commission of a waste on the Premises.

6. INSURANCE

Insurance: Contractor shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

SAMPLE

A. Full Workers Compensation Full Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.
B. Commercial General Liability Insurance of not less than $1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a $2,000,000.00 aggregate limit.
C. Automobile Liability Insurance of not less than $1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
D. In the event Contractor is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than $1,000,000.00 per occurrence.
E. Contractor shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
H. The certificate of insurance must include the following provisions stating that:
    1. The insurer will not cancel the insured's coverage without prior written notice to County, and;
    2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
I. 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 in excess of the Contractor's insurance and shall not contribute with it.
J. Any deductibles or self-insured retentions must be declared to and approved by 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 procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees, or volunteers.
L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

SAMPLE

M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

7. INDEMNIFICATION

Lessor shall indemnify, defend, and hold harmless County, its officers, agents, and employees, from and against any claims, actions, suits, costs, expenses (including reasonable attorney's fees) and other cost of defense incurred or liabilities, whether for damage to or loss of property, or injury to or death of person, which in any way arise from or are connected with the acts or omissions of Lessor or its officers, agents, patients, employees, contractors, subcontractors, or business invitees, or Lessor's use of the Premises to the extent such loss, damage, injury, or liability is not covered by the insurance required as provided for in paragraph 6 "INSURANCE" above, unless such damage, loss, injury or death shall be caused by the sole, or active negligence of County, or the willful misconduct of County. The duties of Lessor to indemnify and save County harmless include the duties to defend as set forth in California Civil Code Section 2778. The provisions of this section shall survive the termination of the Agreement for any event.

8. ALTERATIONS

Lessor shall not make or permit any other person to make any alterations or add any equipment to the Premises without the written consent of the El Dorado County Facility Manager. Should the County consent to the making of any alterations or additional fixtures to the Premises by Lessor, the alterations shall be made at the sole cost and expense of Lessor by a contractor or other person selected by Lessor and approved in writing by the El Dorado County Facility Manager before work commences. Any and all approved repairs or alterations shall be done in accordance with applicable building codes and Public Contracting requirements. Any and all alterations or permanent improvements made to the Premises shall become the property of the County immediately upon completion and shall remain on the Premises upon expiration or termination of this Agreement.

9. MAINTENANCE, REPAIRS, AND UTILITIES

The County shall be responsible for normal, routine, emergency, and on-going maintenance and repair of the entire Building, interior and exterior, including, interior and exterior walls and floors, windows, parking areas, sidewalks, retaining walls, ramps, plumbing, electrical, heating, and air conditioning, kitchen and other appliances, landscaped areas, the roof and structural supports of the building as the County, in its discretion, determines is necessary and for such other improvements as are determined by the County to be necessary, and for all utility services. Lessor shall notify County of any and all necessary maintenance and/or repairs within two (2) business days of identification of same.

SAMPLE

Notwithstanding the foregoing, Lessor shall reimburse County for costs to repair, replace, or rebuild any portion of the Premises damaged by Lessor's invitees, service workers, staff, or contractors, reasonable wear and tear excepted. Costs to repair, replace, or rebuild any portion of the Premises damaged by Lessor's patients shall be paid for by County and not subject to Lessor reimbursement. County shall, with Lessor's input, determine necessary finish types, colors, and specifications. Lessor shall be responsible to repair and replace its personal property and any fixtures it installs in the Premises. Lessor shall be responsible for bio-hazardous waste disposal and trash receptacles. Lessor shall provide such housekeeping and custodial services as are reasonably necessary in connection with the use of the Facility. This includes, but is not limited to, the periodic cleaning and upkeep of kitchen appliances, equipment, and fixtures located in the Premises and used by Lessor. The Premises are to be kept free and clear of rubbish and litter.

County's obligation under this section to assume financial liability for utilities used by Lessor and any Lessor associations is based on the understanding that the nature, frequency and intensity of the use of the Facility will remain consistent with historical use of the Building. In the event that the nature, frequency or intensity of use of the Building by Lessor and Lessor associations is such that it results in significantly higher utilities cost than historically has been the case (adjusting for changes in the increased cost of utilities), then the County reserves the right to place limits on usage and/or receive compensation for the excess charges, provided that County shall notify Lessor in writing at least 30 days prior to its intent to limit usage intent to impose such charges, together with reasonable supporting documentation reflecting such significant changes.

10. INSPECTION BY COUNTY

The County or its agent, representative, or employees shall be authorized to enter the Premises used by Lessor at all reasonable times with reasonable prior written notification for the purpose of inspecting the Premises to determine whether Lessor is complying with the terms of this Agreement and for all purposes set forth in the HIHS Operations Agreement.

11. TAXES AND ASSESSMENTS

Pursuant to the provisions of Revenue and Taxation Code Section 107.6, Lessor acknowledges that Lessor's interest in Premises which is created by the Agreement may be assessed a possessory interest tax. Lessor shall pay all applicable taxes, assessments, license fees, and other charges accrued in a timely manner.

12. DESTRUCTION OF PREMISES

Should said Premises, or the building of which they are a part, be destroyed or damaged such that they can no longer be used by Lessor as provided in this Agreement, by any cause, County may, in its sole discretion, terminate this Agreement and the HIHS Operations Agreement if needed, provided that such termination shall not constitute a waiver by Lessor of any proceeds of insurance it may be entitled to from any insurance policies procured and maintained in connection with this Agreement.

SAMPLE

13. CONDEMNATION OF PREMISES

Should all or any part of the Premises be taken by any public or quasi-public agency or entity under the power of eminent domain during the term of the Agreement:

A. Either County or Lessor may terminate this Agreement by giving the other thirty (30) days' written notice of termination; provided, however, that Lessor cannot terminate this Agreement unless the portion of the Premises taken by eminent domain is so extensive as to render the remainder of the Premises useless for the purposes intended by this Agreement.
B. Any and all damages and compensation awarded or paid because of the taking, except for amounts paid Lessor for moving expenses, or for damage to any personal property or trade fixtures owned by Lessor, shall belong to the County, and Lessor shall have no claim against the County or the entity exercising eminent domain power for the value of the unexpired term of this Agreement.

14. ASSIGNMENT

Lessor shall not encumber, assign, or otherwise transfer its rights or interests under this Agreement, without the express written consent of the County.

15. ACTS CONSTITUTING BREACHES BY LESSOR

Lessor shall be in material default and breach of this Agreement should:

A. Any delinquent taxes, assessments, license fees, and other charges be unpaid when due and remain unpaid for thirty (30) days after written notice to pay such charges or to surrender possession of the Premises has been given to Lessor by the County;
B. Lessor defaults in the performance of or breaches any provision, covenant, or condition of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof is given by County to Lessor; or
C. Lessor abandons the Premises prior to the expiration of the term of this Agreement.

16. COUNTY'S LIABILITY

In the event of a transfer of County's title or interest to the property during the term of this Agreement, Lessor agrees that the grantee of such a transfer will be substituted as County under this Agreement, provided that all deposits are transferred to the grantee. County shall be released from all future liability under this Agreement

17. NOTICES

Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either party hereto by the other party hereto shall be in writing and shall be deemed duly served and given when personally delivered to the party, County or Lessor, to whom it is directed or any managing employee of such party or, in lieu of such personal service, when deposited in the United States mail, first-class postage prepaid, addressed to:

Lessor Lessor
(Street Address)
(City, State, Zip Code)

Attention:

SAMPLE

Telephone:

SAMPLE

County	County of El Dorado Chief Administrative Office, Facilities Division 300 Fair Lane Court, Suite 2 Placerville, CA 95667
Attention:	Russell Fackrell
Telephone:	(530) 621-7596

Either party, County or Lessor, may change its address for purposes of this paragraph by giving written notice of the change to the other party in the manner provided in this paragraph.

18. BINDING ON HEIRS AND SUCCESSORS

This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto.

19. TIME OF ESSENCE

Time is expressly declared to be the essence of this Agreement.

20. WAIVER

The waiver of any breach of any of the provisions of this Agreement by Lessor or County shall not constitute a continuing waiver or a waiver of any subsequent breach by County or Lessor, as applicable, either of the same or of another provision of this Agreement.

21. SOLE AND ONLY AGREEMENT

This instrument constitutes the sole and only Facility Use Agreement between County and Lessor respecting Lessor's use of the Premises and sets forth the obligations of County and Lessor to each other as of its date. Except for any rights applicable at law, any agreements or representations respecting Lessor's right to use the Premises not expressly set forth in this instrument are null and void.

22. SEVERABILITY

If any provision, clause, or part of the Agreement, or the application thereof under certain circumstances, is held invalid, the remainder of this Agreement or the application of such provisions, clauses, or parts under other circumstances shall not be affected thereby.

23. CALIFORNIA FORUM AND LAW

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

24. ATTORNEYS' FEES

Should any litigation or arbitration be commenced between County and Lessor concerning the Premises, this Agreement, or the rights and duties of either County or Lessor in relation thereto, the prevailing party in such litigation or arbitration shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for its attorneys' fees in the litigation which shall be determined by the court in such litigation or in a separate action brought for that purpose.

SAMPLE

25. AGREEMENT ADMINISTRATION

The County officer or employee with responsibility for administering this Agreement is Russ Fackrell, Facility Manager, or successor.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first below written.

LESSOR

Dated: Signature

By: Deputy Clerk Dated

SAMPLE

POLICIES AND PROCEDURES MANUAL: HMIS

Introduction

An HMIS is an electronic data collection system that stores longitudinal person-level information about persons who access the homeless services system in a Continuum of Care (CoC). In 2001, Congress directed the United States Department of Housing and Urban Development (HUD) to collect data and provide analysis on the extent of homelessness in the United States and the effectiveness of the programs receiving funding from homeless assistance grants as part of McKinney-Vento Homeless Assistance Act.
This is to be accomplished through:

- Developing unduplicated counts of clients served at the local level
- Analyzing patterns of use of people entering and exiting the homeless assistance system; and
- Evaluating the effectiveness of these systems.

In response to this congressional directive, HUD mandated that Continuums of Care establish workable and efficient Homeless Management Information Systems (HMIS). Aggregate HMIS data can be used to understand the size, characteristics, and needs of the homeless population at the local, state, and national levels. Today's advanced HMIS applications offer many other benefits as well. They enable organizations that operate homeless assistance and homelessness prevention programs to improve case management by collecting information about client needs, goals, and service outcomes. They also help to improve access to timely
resources, referral information and to better manage operations.

The El Dorado County Homeless Management Information System (HMIS) is a collaborative project of El Dorado Opportunity Knocks. The HMIS enables the CoC to:

- Develop more reliable information on homelessness in the County;
- Allow homeless service providers to avoid duplication of services while ensuring that clients obtain the help they need from as many of the available resources as possible; and
- Streamline systems so that homeless individuals and families have improved access to services.

The purpose of this manual is to provide documentation of the policies and procedures for the operation of the El Dorado County HMIS project on behalf of El Dorado Opportunity Knocks, the El Dorado County Continuum of Care.

El Dorado Opportunity Knocks seeks to enhance agency collaboration, service delivery, and data collection capabilities through the Homeless Management Information System (HMIS). Increasing the accuracy of information must be an ongoing goal in order to appropriately guide the development of programs and policies to meet the needs of the homeless population.

By using HMIS data, El Dorado Opportunity Knocks wiII be better equipped to target services where gaps have been identified and to facilitate access to mainstream services by people experiencing homelessness. Additionally, HMIS data will help the CoC identify appropriate system-wide outcome measures, including monitoring residential outcomes of clients leaving hospitals, mental health programs, drug and alcohol treatment facilities, the corrections system, and the foster care system who are homeless or at-risk.

The long-term vision for the El Dorado Opportunity Knocks HMIS includes system-level integration, increased capacity for providing integrated services at the client level, and expanded service availability and accessibility in key areas.

HMIS Structure
El Dorado Opportunity Knocks uses CSN v.4.0 proprietary software from Bell Data Systems, Inc. The HMIS Lead Agency administers this system. El Dorado Opportunity Knocks is a collection of agencies in the county who provide services to benefit homeless persons. The HMIS is actively maintained by staff from the HMIS Lead Agency.

Authority
This Policy and Procedures Manual has been prepared under the authority of the El Dorado Opportunity Knocks Board.

El Dorado Opportunity Knocks Board
Policies for the HMIS are formed and directed by the El Dorado Opportunity Knocks Board as required to meet HUD regulations and requirements. The Board contains a seat for the HMIS lead agency, and decisions are achieved through consensus of the full Board.

The El Dorado Opportunity Knocks Board sets policies and procedures required to operate the HMIS and achieve the goals set by the Continuum of Care for its HMIS.

Data Elements
<u>HUD required Universal Data Elements</u>

It is the policy of El Dorado Opportunity Knocks that system users record all HUD-required HMIS universal data elements for every client in the system. The list of required data elements will be maintained by the Local HMIS Manager.

<u>Program Specific Data Elements</u>

Program Specific Data Elements (PDE) must also be entered in HMIS. The list of required Program Specific Data Elements will be maintained by the Agency HMIS Manager.

Client Consent

- Only authorized users may view or update client data in the HMIS.
- Agencies will have a signed Release of Information (ROI) prior to data entry/updating, or preliminary verbal consent for projects that use phone intake/screening.
- Each adult member of a household that is receiving housing or services will be expected to sign a ROI prior to initial data entry or updating.
- Consent for data entry/updating for minors will be provided for in the language of the parent/guardian's ROI.
- A legal guardian can sign for an adult who is incapable of signing.
- The ROI must be renewed every two years for clients still receiving housing and services.
- A client may revoke the ROI at any time.
- A ROI allows an agency to view (but not change) data on the clients for reporting purposes in perpetuity.
- If a ROI cannot be obtained, the agency shall enter client data as non-releasable, hidden information for aggregate reporting purposes.
- A client always has the right to view his or her own data and request corrections.

Anonymous Clients Policy

It is the Policy of El Dorado Opportunity Knocks that there will be no use of Anonymous Clients, with the exception of those entered by Agencies that provide services to victims of domestic violence, in the HMIS.

Agency Reporting

It is the responsibility of the CoC HMIS Administrator to provide agencies with reports that show data completeness on a regular basis. These reports shall be made available to aid the agencies in preparedness for report production and overall data quality.

Timelines of Data Entry Policy

It is the Policy of El Dorado Opportunity Knocks that all data will be entered into the HMIS preferably within 24 hours of, and no more than 72 hours after, first serving a Client. Services data shall be entered into the HMIS within five (5) working days after the end of the month for projects that require tracking of services.

Project Entry Type Policy

It is the policy of El Dorado Opportunity Knocks that an Entry Assessment shall be completed for each client. Projects shall choose the entry type that corresponds with their funding source. The possible entry types are:

- HUD
- SAMHSA

- RHY
- Standard
- VA

Client Birth Dates Policy

In compliance with the HMIS Data Standards, it is the policy of El Dorado Opportunity Knocks that no client birth date shall be left with a null value. When clients do not know or will not give a birth date the interviewer should ask how old the client is or how old the client thinks he/she is. Using the age provided, calculate the birthdate as January 1 that number of years prior. In cases where the client refuses to state their birth date or age, the interviewer will estimate the client's age in years and then calculate the birthdate as January 1 that number of years prior. Whenever calculated birth dates are used, Date of Birth Type shall be set to
Approximate or Partial DOB Reported.

Data Disposal

Agencies using the HMIS agree to dispose of documents that contain identifiable client level data in a manner that will protect client confidentiality. Methods may include:

- Cross cut shredding of paper records;
- Deleting any information from media and destroying the media before disposal;
- Triple formatting hard drive(s) of any machine containing client identifying information before transfer of property; and/or
- Destruction of hard drive(s) of any machine containing client-identifying information before disposal

Security

It is the policy of El Dorado Opportunity Knocks that the data, information and client records, and related documentation stored electronically in connection with the HMIS is confidential and shall be handled as follows:

- All agencies shall comply with all federal, state and local laws and regulations pertaining to the confidentiality of information and records to ensure that client records are protected and not subject to disclosure except as permitted by such laws and regulations. The agencies shall only release client records to non-participating agencies with written consent by the client, unless otherwise provided for in the relevant laws and regulations.
- All agencies shall comply with all federal, state and local confidentiality laws and regulations pertaining to:
    - All medical conditions, including, but not limited to, mental illness, alcohol and or drug abuse, HIV / AIDS testing, diagnosis and treatment and other such covered conditions; and
    - A person's status as a victim of domestic violence.
- All agencies agree not to release any individual client information obtained from the HMIS to any organization or individual without prior written consent of the Client, unless otherwise required or permitted by applicable law or regulation. Such written Client consent shall be documented using the HMIS Release of Information form

available on the CoC website. Information that is not approved for disclosure, in writing, by the Client shall not be released.

- Only authorized users may view or update client data.
- Client Release of Information forms must be obtained as described in the Client Consent section of this document prior to entering the Client's data into the HMIS.
- All agencies shall ensure that all staff, volunteers and other persons who are issued a User ID and password for the HMIS annually receive confidentiality training regarding client information and records and have signed a Confidentiality and Security Agreement.
- If any agency or the System Administrator determines that any user has willfully committed a breach of HMIS security or client confidentiality, the participating agency or the System Administrator shall immediately revoke his or her access to the HMIS database and shall report the breach to the HMIS Lead Agency.
- All HMIS data must be securely stored when not in use, regardless of the media on which the information is recorded.

A confidentiality and security agreement form must be completed for each user of the HMIS each year. The form reads as follows:

- The user understands and agrees that they may not publish, disclose, or use any information collected for or contained within the HMIS except as permitted by the El Dorado County Continuum of Care procedures or by applicable law.
- The user understands and agrees that all passwords and/or other security measuresutilized by any other individual.
- The user understands and agrees that if they knowingly and intentionally violate the confidentiality provisions of the applicable rules and regulations, they may be subject to termination and subject to liability under applicable law.
- The user understands and agrees that their obligations under the Agreement shall remain in effect following any termination of this Agreement or of their employment with the agency listed on the form.

Privacy

The rights and privileges of clients are of the utmost importance to El Dorado Opportunity Knocks' HMIS project and are crucial to its success. Policies regarding client data are founded on the premise that a client owns their own personal information, and provide the necessary safeguards to protect the interests of clients, agencies, and the Continuum alike.

Personal Identifying Information:

There are four items of information that are known as "personal identifying information": a person's name, social security number, date of birth, and gender. The HMIS uses these items of information to uniquely identify clients within the system. Clients are not required to grant permission to share personal identifying information for use in HMIS to receive services; El Dorado Opportunity Knocks agencies will provide services whether or not clients agree to share their personal identifying information with other agencies in the HMIS. However, clients may be required to provide personal identifying information to prove eligibility for a program or service.

Use of Information

Information clients consent to enter into the HMIS will be used in the following ways:

- By the Continuum of Care, to administer the HMIS, to ensure that the data in the system is accurate and valid, to fix problems in the computer system, and to test the system
- By the Continuum of Care, to prepare reports containing "de-identified" information for the purpose of sharing data and preparing reports for HMIS users, government agencies and policy-makers, and the general public. "De-identified" means that a client's name, social security number, address, zip code, or any other information that could be used to identify the client will **not** appear in any of the data or the reports released by an HMIS user or the Continuum of Care;
- By other agencies participating in HMIS, in order to assist those agencies to more effectively provide and coordinate services for clients.

In addition to the uses above, the Continuum of Care and agencies participating in HMIS may also use and disclose information clients provide us in the following ways:

- For functions related to payment or reimbursement for services;
- To carry out internal administrative functions;
- To report abuse, neglect, or domestic violence, but only to the extent that such reports are required by law;
- To prevent or lessen a serious and imminent threat to the health or safety of a person or the public, including the target of a threat, if permitted by applicable law;
- In response to a warrant, subpoena, summons, or lawful court order, or in response to a written or oral request by a law enforcement official under certain circumstances;
- To a law enforcement official, if we in good faith believe a crime has occurred on our premises;
- To an individual or institution for academic research purposes;
- To authorized federal officials for the conduct of certain national security or certain activities associated with the protection of certain officials.

Client Rights

Clients have the right to see and receive a copy of the information that the El Dorado Opportunity Knocks HMIS maintains about them, except for information compiled in anticipation of litigation, information about another individual, information obtained under a promise of confidentiality, or information that would, if disclosed, endanger the life or safety of another. The El Dorado Opportunity Knocks HMIS Administrator will consider changing any information about a client if the client believes the recorded information is inaccurate.

If a client believes that their privacy rights have been violated, they may send a written complaint to the System Administrator. If the System Administrator is the subject of the complaint, the client may send the complaint to the HMIS Lead Agency. The Agency in question and El Dorado Opportunity Knocks are prohibited from retaliating against a person for filing a complaint.

System Access
The System Administrator will monitor access to system software. The System Administrator will regularly review user access privileges and remove identification codes and passwords from their systems when users no longer require access.

Departing Employees
When an employee with access to the HMIS ends their employment at a participating agency, it is the responsibility of the Agency to contact the System Administrator to delete the departing person's access to the HMIS within 24 hours of their departure.

If an employee is to be terminated and the employee has access to the HMIS, it is the responsibility of the Agency to contact the System Administrator to have them delete the departing person's access to the system as soon as the employee has been advised of the termination.

New HMIS Users Procedure
The Agency must contact the System Administrator when the Agency wishes to add new users of the HMIS to the list of authorized users. New users must read and sign the security agreement and the Agency Administrator in their files must maintain the signed copy for the duration of its validity.

All new system users must attend Security and Ethics training prior to being assigned a user ID. Security and Ethics training must be repeated once each 12 months thereafter. The user is responsible for complying with the security and ethics procedures contained in this document.

Mandatory Training Activities
In order to meet HUD requirements, it is the policy of El Dorado Opportunity Knocks that all users of the HMIS shall attend mandatory training once per calendar year on the subjects of Privacy & Ethics, Data Security and Data Quality. It is the responsibility of the System Administrator to schedule not less than four (4) sessions per year for this training and to publish the schedule to the Agencies for dissemination to agency users.

The System Administrator shall maintain written records of attendance and any user who has not completed the training within each calendar year shall have their access to the HMIS suspended until such training is completed.

Agency Monitoring for Compliance
In order to meet HUD requirements, it is the policy of El Dorado Opportunity Knocks that all agencies that use the HMIS must be reviewed once per calendar year for compliance with the HUD regulations and local policies.

It is the responsibility of the System Administrator to develop a standardized policy review document and to carry out, or assign a designate to carry out, the annual compliance assessment. Agencies must receive a thirty-day advance notice of the scheduled assessment and a copy of the items that will be reviewed. Notice will be sent to the Agency Administrator.

Note: Click on Title to open a Excel spreadsheet version of this attachment

Attachment D - HHSA Budget Tool
(Homeless Interim Housing Site Operations and Case Management RFP Proposal)

Instructions: All Proposers must complete this Budget Tool for all proposed costs, including fully burdened personnel costs, operational costs, travel costs, and a description of the F&A costs/rate. Proposed costs must include the totals for each category, calculated annually. Please ensure that all related Budget Sections are completed.

Proposer (Organization):	**Sample Proposal Budget**
Total Proposed Amount:	**$ 978,337.36**
Proposed Contract Period:	**10/1/2021-9/30/2024**

Project Costs

The budget categories should include proposed Actual Costs for all services solicited in the RFP. Actual Costs may include personnel salaries and benefits, supplies, telephone/communications costs, transportation costs, and indirect costs. All line item descriptions of costs should include a calculation/formula in order to explain how the budgeted amount for the line item was determined.

Proposed Personnel	Proposed Budget
List Personnel Line Items in Column A by Staff Title, Budgeted FTE (full-time equivalency), Months	
	$ -
Clincian - .5 FTE x 36 months. 3120 hours @ $65.48/hr (including dental, vision, medical)	$ 204,297.60
Case Worker, HIHS - 1 FTE x 36 months. 6240 total hours @ $30.00/hr	$ 187,200.00
Support Staff - 3 FTE x 36 months. 18720 total hours @ $22.00/hr	$ 411,840.00
	$ -
	$ -
	$ -
	$ -
Total Proposed Start-Up Personnel Costs	**$ 803,337.60**
Proposed Contractor and Consultant Costs	Proposed Budget
List Contractor/Consultant Line Items in Column A by Title, Budgeted FTE (full-time equivalency), Months Proposed, Total Hours Proposed, and Hourly Rate with Total Cost Projected in Column B (Example below in red).	
	$ -
Project Manager Consultant - Facility Development .1 FTE x 36 months. 624 total hours @ $40/hr	$ 24,960.00
Contractor for Widget Production necessary for MRSST - 1 FTE x 6 months. 1040 total hours @ $25/hr	$ 26,000.00
	$ -
	$ -
	$ -
	$ -
Total Proposed Start-Up Contractors and Consultant Costs	$ 50,960.00
El Dorado County Operational Costs, Supplies, and Telecommunications (Example below in red).	Proposed Budget
	$ -
Two cell phones for project funded staff 2 @ $100 per month x 36 months	$ 7,200.00
Transportation / Mileage costs @ $.51/mile x 50,000 miles	$ 25,500.00
Two laptop computers for case management 2 @ $1,200	$ 2,400.00
	$ -
	$ -

	$	-
	$	-
	$	-
	$	-
	$	-
	$	-
	$	-
	$	-
	$	-
	$	-
	$	-
	$	-
	$	-
	$	-
	$	-
	$	-
	$	-
Total Operational Costs	**$**	**35,100.00**
F&A Costs		Proposed Budget
10% of all Direct Costs	$	88,939.76
TOTAL Proposed Costs / Budget for Entire Contract	**$**	**978,337.36**

Attachment E

COUNTY OF EL DORADO, CALIFORNIA

BOARD OF SUPERVISORS POLICY

Subject:	Policy Number:	Page Number:
Travel	D - 1	1 of 13
	Date Adopted: 12/22/1987	Effective Date: 12/22/1987

PURPOSE

The purpose of this policy is to establish uniform travel and business expense reimbursement policies, rules and claim procedures for persons authorized to conduct County business. This policy applies to all County officers and employees, members of legislative or advisory bodies established by the Board (salaried or not), volunteers, contractors, and consultants traveling on County business when authorized under the terms of this policy. For ease of reference, the Travel Policy is presented in the following sections:

I. General Policy
II. Authorization to Travel
III. Transportation Expenses
IV. Meal Expenses
V. Lodging Expenses
VI. Advance Payments
VII. Compliance – Responsibility of Claimant

Attachment E

COUNTY OF EL DORADO, CALIFORNIA

BOARD OF SUPERVISORS POLICY

Subject:	Policy Number:	Page Number:
Travel	D - 1	2 of 13
	Date Adopted: 12/22/1987	Effective Date: 12/22/1987

I. GENERAL POLICY:

Pursuant to Board of Supervisors Policy B-1, "Budget Control and Responsibility", it is the primary responsibility of department heads to maintain their departments' expenditure levels within the Board approved budget. In accordance with this responsibility, department heads shall have broad discretion and authority related to travel activities and expenses for their departmental employees, contractors, and consultants subject to the provisions of this policy.

A. County officers and employees should not suffer any undue loss when required to travel on official County business, nor should said individuals gain any undue benefit from such travel.

B. Travel shall be authorized only when the travel is in the best interest of the County.

C. County officers or employees compelled to travel in the performance of their duties and in the service of the County shall be reimbursed for their actual and necessary expenses for transportation, parking, tolls, and other reasonable incidental costs, and shall be reimbursed within maximum rate limits established by the Board of Supervisors for lodging, meals, and private auto use.

D. Contractors and consultants may be reimbursed in accordance with this policy when such reimbursement is authorized pursuant to an agreement for services.

E. Travel arrangements should be as economical as practical considering the travel purpose, , timeframe available to accomplish the travel mission, available transportation and facilities, and time away from other duties.

F. Forgoing one allowable expense is not an acceptable justification for exceeding the allowable reimbursement for another expense. For example, carpooling when not required to do so shall not be justification for reimbursement for a more expensive parking option.

G. In the event there is a question regarding compliance with this Policy, the Chief Administrative Officer (CAO) shall be responsible for interpreting this Policy and shall make the final determination regarding compliance.

H. The CAO or designee may authorize an exception to requirements set forth in this Travel policy, upon written request by the appropriate, responsible department head. Any granted exception is to be applied on a case-by-case basis and does not set a precedent for future policy unless it has been formally adopted by the Board of Supervisors.

Attachment E

COUNTY OF EL DORADO, CALIFORNIA

BOARD OF SUPERVISORS POLICY

Subject:	Policy Number:	Page Number:
Travel	D - 1	3 of 13
	Date Adopted: 12/22/1987	Effective Date: 12/22/1987

I. This policy does not apply to meal or travel costs related to inmates, juvenile wards, or Health and Human Services clients.. Such costs may be authorized at the department head's discretion and claimed through normal claiming procedures.

II. Authorization to Travel

A. General Conditions

1. Except as otherwise provided in this policy, advance authorization is required for travel.
2. Where department head approval is required, that approval may not be delegated unless specifically stated.
   (a) Annually, at the beginning of the fiscal year, each department shall provide the CAO and Auditor-Controller with a list of employees who are authorized to approve travel requests, and shall inform both offices of any changes to the list throughout the year.
3. Travel by non-County personnel, excluding volunteers, must be approved by the department head responsible for the expense. Travel by volunteers may be authorized in the same manner as travel by County employees.

B. In-County Travel

1. No specific written advance approval is required for in-County travel for activities that are considered a part of the routine, day-to-day operations of the department, as defined and authorized by the department head or designee, and in-County travel which does not require overnight lodging.
2. In-county overnight travel requires advance written authorization by the department head or designee.

C. Out-of-County Travel

1. All overnight travel outside of the County by anyone except members of the Board of Supervisors and the Board Members' immediate staff requires advance written authorization by the department head or designee. Out of County travel by immediate staff of a member of the Board of Supervisors requires the advance written authorization of the respective Board member.

Attachment E

COUNTY OF EL DORADO, CALIFORNIA

BOARD OF SUPERVISORS POLICY

Subject:	Policy Number:	Page Number:
Travel	D - 1	4 of 13
	Date Adopted: 12/22/1987	Effective Date: 12/22/1987

2. Except as provided below, all travel outside of the states of California and Nevada by anyone except members of the Board of Supervisors and the Members' immediate staff requires advance written authorization by the department head and CAO or CAO's designee.
3. Travel outside the states of California and Nevada may be approved by the department head or designee under the following circumstances
    (a) Travel by law enforcement personnel in the performance of law enforcement activities including but not limited to extraditions and investigations.
    (b) Travel required to perform duties pursuant to an order of the court.

III. Transportation Expenses

A. General Conditions

1. Transportation expenses are the direct costs related to movement of the traveler from the authorized point of departure to the destination of travel and back to the authorized point of return.
2. All transportation expenses incurred shall be based upon the most efficient, direct, and economical mode of transportation available.
3. Whenever a time frame is established as criteria for eligibility for claiming reimbursement, estimated travel time shall be based upon legal vehicle speed limits, volume of traffic, and weather conditions in effect at the time of travel.

B. Vehicle Transportation

Vehicle use (both County-owned and private) by authorized travelers during the conduct of official County business is subject to Board of Supervisors Policy D-4: County Vehicle Use-Privately Owned and County Owned Vehicles.

1. Private Vehicle

The use of private vehicles is discouraged. The use of a County fleet vehicle is preferred; however, reimbursement for use of a private vehicle, when such use has been authorized by the department head or designee, may be reimbursed subject to the following:

(a) Travel by private vehicle will be reimbursed at the IRS rate for business use of a personal vehicle in effect in the County at the time of travel. This mileage reimbursement rate shall be

Attachment E

COUNTY OF EL DORADO, CALIFORNIA

BOARD OF SUPERVISORS POLICY

Subject:	Policy Number:	Page Number:
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	Date Adopted: 12/22/1987	Effective Date: 12/22/1987

considered to be full reimbursement for all costs in use of the private vehicle, except for reasonable costs for snow chain installation and removal.

(b) If air travel would be less costly but the County Traveler prefers to drive, the County will reimburse the traveler for transportation costs equal to what the cost of air travel would have been, including airfare, shuttle, car rental, mileage to the airport, and other costs determined to be reasonable by the department head or designee; transportation costs over and above that amount, as well as any extra days of lodging, meals and incidentals incurred as a result of the decision to drive will be considered a personal, not reimbursable cost of the traveler.

(c) Authorized travelers may not claim mileage for business use of a private vehicle in the following instances:

1. When the traveler is riding with someone who will be claiming reimbursement for the vehicle's use from the County or another source;
2. When the traveler has been assigned a County Vehicle for home retention (excluding law enforcement vehicles, whether marked or unmarked), or is receiving an allowance or lump sum for mileage, unless specifically provided for in the terms of their agreement or contract with the County or by Board resolution.

(d) County employee mileage to the regular place of work from home, and back, is considered commuting and may not be claimed.

(e) County employee mileage to a temporary work location from home, and back, is considered commuting and may not be claimed except in the following cases:

1. If the County employee is required to report to the regular place of work before reporting to the temporary work location, he or she is eligible for mileage from the regular place of work to the temporary work location; and
2. If the County employee is required to report to the regular place of work after working at the temporary work location and before going home, he or she is eligible for mileage from the temporary work location to the regular place of work.

Attachment E

COUNTY OF EL DORADO, CALIFORNIA

BOARD OF SUPERVISORS POLICY

Subject:	Policy Number:	Page Number:
Travel	D - 1	6 of 13
	Date Adopted: 12/22/1987	Effective Date: 12/22/1987

(f) Mileage in conjunction with authorized County travel to and from the authorized destination shall be based on the distance to the destination from the traveler's home or the regular place of work, whichever is shorter, except in any the following cases:

1. If the traveler is required to report to his or her regular work location before leaving, he or she is eligible for mileage to the authorized destination from the work location;
2. If the traveler is required to report to his or her regular work location before returning home, he or she is eligible for mileage based on the distance from the authorized destination to the work location;
3. If the traveler is in “on-call” status and is called back to work, the traveler is eligible for mileage reimbursement based on the distance from the traveler’s home to the work location

2. County Vehicle Transportation

(a) Travelers using a County vehicle for traveling shall not be eligible for reimbursement for mileage.

(b) Travelers required to fuel a County vehicle at their own expense due to the unavailability of a county-authorized fueling site, or for other reasons deemed justified by the department head or designee, may be reimbursed for the actual fuel costs subject to presentation of receipt(s).

(c) If the County vehicle experiences mechanical failure, the traveler shall follow the rules set forth by Fleet Management.

3. Rental Vehicle Transportation

(a) Vehicles may be rented for transportation at the destination point when the traveler travels to the destination via commercial common carrier and the cost of the rental will be less than the charge for shuttle or taxi service to and from the carrier termination point to the function or hotel accommodations.

(b) Vehicles may be rented for transportation to the destination point when the cost of the rental will be less than other reasonable and available modes of transportation.

(c) If more than one traveler from the same department is traveling to the same function, only as many rental vehicles as are needed to accommodate all travelers may be claimed.

Attachment E

COUNTY OF EL DORADO, CALIFORNIA

BOARD OF SUPERVISORS POLICY

Subject:	Policy Number:	Page Number:
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	Date Adopted: 12/22/1987	Effective Date: 12/22/1987

(d) The traveler shall choose the least expensive size and mileage limits appropriate to the use required, as determined by the department head or designee. Rental cars shall be refueled prior to return to the rental agency to reduce cost to the County, except when the traveler is escorting a person who is under County supervision by an employee of the Sheriff's Office, the District Attorney's Office, the Public Defender's Office, the Probation Department, or Health and Human Services Agency

(e) Rental cars shall be returned to the renting location and on time to avoid additional charges.

(f) The traveler shall waive additional vehicle insurance provided by the rental company.

4. Commercial Carrier Transportation

(a) Travelers shall seek and attempt to use the lowest rates available for the type of commercial carrier service being utilized. Whenever possible, travelers should take advantage of flight arrangements that minimize County cost (for example, purchasing a round trip ticket may be less expensive than two one-way tickets). No reimbursement will be provided for travel agent fees, unless the use of such services is a requirement to conduct County business.

(b) Claims for travel via commercial carrier shall be limited to the actual cost of travel at economy rates. A traveler may upgrade a ticket; however, the difference in cost for such upgrade, including upgrades to allow early check-in, is the responsibility of the traveler. The County will not reimburse any type of travel insurance unless the department head requests the traveler to purchase cancellation coverage. Reasonable baggage charges, if imposed by the airline, on the first checked bag are reimbursable. The department head or designee may authorize additional baggage fees when employees are required to travel with equipment that is required to perform their duties, and which must be checked.

(c) Travelers may retain frequent flyer and hotel rewards and similar program benefits. However, participation in these programs must not influence flight or hotel selection, which would result in incremental cost to the County beyond the lowest available cost unless the difference is paid by the traveler. Free tickets or cash allowances for volunteering to be denied timely boarding may be retained by the traveler but no additional cost to the County or interruption

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COUNTY OF EL DORADO, CALIFORNIA

BOARD OF SUPERVISORS POLICY

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of County work is allowed and any additional time required to complete the trip shall be considered personal time.

(d) If travel plans change, requiring a ticket change that incurs a fee and/or fare increase, reimbursement for such costs will be provided only if it can demonstrated that the change was in the best interest of the County or was necessary to avoid undue burden on the traveler. Such reimbursement shall be subject to department head approval.

(e) If credits are issued by airlines for non-refundable tickets due to canceled travel, the department shall be responsible for tracking these credits and using them for subsequent employee travel.

5. Other Transportation Expenses

(a) The following necessary transportation expenses may be claimed at actual cost when directly related to transporting the traveler to and from the business destination point:

(i) Taxi, rideshare services, shuttle, ferry, or public transit fares;

(ii) Parking fees

- Airport long-term parking is preferred for travel exceeding 24 hours. Department head approval is required for alternate parking arrangements that are necessary due to safety concerns or to ensure the security of county vehicles and equipment . A traveler choosing alternate parking without department head approval will be reimbursed at the long-term parking rate.
- Valet parking will only be reimbursed if it is required by the lodging venue,. If a traveler chooses valet parking due to safety concerns or security of county vehicles and equipment when other, less expensive options are available, reimbursement will be subject to department head approval.

(iii) Bridge or road tolls (actual cost, not including penalties or fees);

(iv) Reasonable costs for snow chain installation and removal; and

(v) Other actual transportation expenses determined to be reasonable and necessary by the department head or designee.

(b) The following transportation expenses may not be claimed:

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(i) Traffic and parking violations, including fines for non-payment of bridge or road tolls;

(ii) Repairs on non-County vehicles;

(iii) Mileage for personal trips while on County business;

(iv) Purchase cost of snow chains;

(v) Gratuities for taxi or rideshare services and

(vi) Other actual transportation expenses determined to be unreasonable or unnecessary by the department head.

IV. Meal Expenses

A. Eligibility for Meal Expense Reimbursement

1. Meal expenses, within maximum allowable rates set forth herein, may be reimbursed for out-of-county travel, and for in-County overnight travel.
2. Generally, meals will not be provided for in-County travel; however, a department head (required for non-county personnel) or designee (for county personnel and volunteers) may approve meals for in-County travel or other activities under special circumstances, which may include, but not be limited to, the following:
    a. Employees and volunteers are participating in a Search and Rescue mission or training exercise;
    b. An employee from one slope of the county is required to spend all or part of the workday on the other slope, subject to the provisions of section IV.A.5 of this policy.
    c. Contractors, consultants, or employees from other agencies are assisting with a county recruitment by serving on an interview panel;
    d. Employees, volunteers, and employees of other agencies are working in the Emergency Operations Center during an emergency.
3. Travelers on out-of-County business travel that requires overnight lodging are eligible to claim reimbursement for meals taken out-of-County. Reimbursement for full days (at least 12 hours) of travel shall be provided as a per diem lump sum, which covers all meals taken by the traveler for each full day. The per diem rate shall be equal to the maximum federal per diem meal and

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incidental expenses (M&IE) rate established by the General Services Administration (GSA). The per diem rate includes taxes and gratuities.

4. For out-of-County business that is conducted on one business day, if the traveler's actual time for the day is estimated to equal or exceed 12 hours (including work time, the lunch period and round-trip travel time), the traveler is eligible to receive the full per diem reimbursement amount for that day.
5. For partial days (less than 12 hours) spent on out-of-County travel, whether or not lodging is included, individual meals may be claimed in accordance with the following guidelines:
   (a) Breakfast, when travel time begins two hours or more before the start time for the traveler's regular work schedule for that day;
   (b) Lunch, when travel time:
      (i) ends five or more hours past the start time of the traveler's regular work schedule for that day (example: a traveler whose regular schedule is 8:00 a.m.-5:00 p.m. returns from travel after 1:00 p.m.); or
      (ii) begins five or more hours before the end time of the traveler's regular work schedule for that day (example: a traveler whose regular schedule is 8:00 a.m.-5:00 p.m. leaves for a trip before 12:00 p.m.).
   (c) Dinner, when travel time extends two hours or more past the end time for the traveler's regular work schedule for that day.
6. Reimbursement rates for individual meals shall be at the individual meal rate for that individual meal as established by the GSA.
7. Reimbursement may exceed the prescribed individual meal rate if the meal is being served as a part of the authorized event and the cost of the meal is itemized separately from the event's registration or attendance fees. For example, the registration fee for a multi-day conference includes lunches but an optional dinner is offered on one night at an additional cost.
8. Reimbursement may exceed the prescribed individual meal rate when a group meal is provided, and when approved by the department head or designee. Examples include meals provided to

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Search and Rescue volunteers working on a mission or training exercise and meals provided to emergency workers.

9. Unless specifically approved by the department head or designee, a traveler may not claim reimbursement for any meal which is provided, or otherwise available, to the traveler as part of the function, whether or not there is an actual charge for the meal. For example, if lunch is provided at the function, the traveler may not claim a per diem allowance or request reimbursement for eating elsewhere. Receipts will be required for reimbursement of alternate meals authorized by the department head or designee. For purposes of this section, continental breakfast and breakfast included in lodging rates and meals provided during airline or other commercial carrier travel do not constitute provided meals and shall not be deducted from the per diem allowance.
10. A traveler may not claim reimbursement for a meal that was paid for by someone else.
11. As required by California Government Code 53232.2 Board of Supervisors members must provide receipts for all meals and will be reimbursed at the appropriate per diem amount or the actual expense, whichever is less.

V. Lodging Expenses

A. Eligibility for Lodging

1. Travelers are not eligible to claim reimbursement for lodging for in-County travel, unless authorized by a department head or designee when assigned activities require the traveler to spend one or more nights in an area of the County that is distant from their place of residence (*e.g.,* western slope County Employee assigned to 2-day activity in South Lake Tahoe).
2. For out-of-County business that is conducted on one business day, if the traveler's actual time for the day is estimated to equal or exceed 12 hours (including work time, the lunch period and round-trip travel time), then the traveler will have the option of securing one night's lodging at either the beginning or end of the trip. Illustration: A County Employee who resides in South Lake Tahoe is required to attend a one-day business meeting in Sacramento. The County employee estimates that the total time for the day without obtaining lodging would be 14 hours (8 hours of meetings, 1 hour for lunch and 5 hours for round-trip travel). The employee will have the option

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of securing one night's lodging in Sacramento, either the night before the meeting, or after conclusion of the meeting.

3. Travelers are not eligible to claim reimbursement for lodging costs when staying overnight as a guest of friends or relatives.
4. Lodging expenses shall be claimed at either the actual cost of the lodging (limited to the single occupancy rate for a single room) or the County's maximum lodging rate (Federal Per Diem Rate established by GSA), whichever is less. Taxes and resort fees are in addition to the Federal Per Diem Rate.
5. Lodging costs may exceed the County's maximum lodging rate in the following situations:
   (a) The authorized event is to be held at the particular hotel or events are scheduled for evening hours, or
   (b) The CAO has given advance written authorization.
6. Except when registering for lodging at a pre-arranged group rate in conjunction with a conference or meeting, County Travelers shall request the government rate or lowest available eligible rate when making lodging arrangements.
7. Travelers are responsible for canceling hotel rooms before the cancellation period ends and should record the cancellation number in case of disputes. Travelers will not be reimbursed for "no-show" hotel charges unless there are unavoidable reasons for not canceling the room and the department head has determined that the reasons are valid.

VI. Advance Payments

After travel has been authorized, departments are encouraged to pre-pay expenses, to the extent feasible, using a County credit card, and to provide travelers with County credit cards (subject to credit card use policy) when traveling; however, when this option is not available or practical, an advance may be requested.

A. The Auditor may provide advance funds for estimated "out of pocket" expenses up to seventy-five percent (75%) Advances will not be issued in amounts less than $100 or more than $1,000. The "out of pocket" expenses may include per diem allowances, individual meals, taxi and public

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transportation, lodging, parking, and registration costs, but does not include mileage reimbursement for the use of a personal vehicle.

B. A County credit card may not be used for expenses for which the traveler has received an advance.

VII. Actual Travel Costs Exceeding Estimates

When actual travel costs exceed the estimated costs by more than 2% or $10.00, whichever is greater, the payment must be approved by the original approving authority

VIII. Compliance and Claim Processing

A. It is the responsibility of the claimant to understand and follow all policies and procedures herein in order to receive reimbursement for mileage, travel, and expense claims. The failure to properly complete any form or follow any policy or procedure may result in the return of a claim without reimbursement.

B. Requests for travel authorization and reimbursement shall be processed using forms specified by the County Auditor-Controller and Chief Administrative Office.

C. Department Heads are responsible for ensuring that claims for reimbursement are submitted to the Auditor-Controller's Office in a timely fashion, preferably within 30 days following completion of the travel.

RESPONSIBLE DEPARTMENT

Chief Administrative Office

DATES ISSUED AND REVISED; SUNSET DATE

Issue Date:	12/13/2016	**Sunset Review Date:**	12/31/2020
Original Adoption Date:	12/22/1987	**Previous Revision Date:**	10/20/2009

SAM.GOV®

A NEW WAY TO SIGN IN - If you already have a SAM account, use your **SAM email** for login.gov. Log In

Login.gov FAQs

ALERT: SAM.gov will be completely unavailable due to scheduled maintenance from Friday, May 21 at 4:00 PM EST through Monday, May 24 at 9:00 AM EST as it is upgraded to the modernized environment. Learn more.

ALERT: Small business owners who seek to participate in the Restaurant Revitalization Fund (RRF) will not be required to have a DUNS Number, will not need to register in SAM.gov, and will not need a CAGE Code. SBA will share more information on the RRF soon. Visit SBA to stay informed.

ALERT: Each entity registration expiring between April 1 and September 30, 2021 will have an additional 180 days added to its expiration date. Read more about the extension on Interact.

ALERT: SAM.gov will be down for scheduled maintenance Saturday , 05/15/2021 from 8:00 AM to 1:00 PM.

ALERT: Shuttered Venue Operators Grant (SVOG) Applicants - Applicants for relief under the SVOG program are required to register in SAM.gov. If you have submitted your SAM.gov registration, but the registration is not yet active, you can still apply for relief under the SVOG program. During the SVOG application process, you will have to attest that you have submitted your SAM.gov registration. To stay informed, please visit SBA.

Entity Dashboard

- Entity Overview
- Entity Registration
  - Core Data
  - Assertions
  - Reps & Certs
  - POCs
- Exclusions
  - Active Exclusions
  - Inactive Exclusions
  - Excluded Family Members

RETURN TO SEARCH

EL DORADO, COUNTY OF
DUNS: 040558433 CAGE Code: 7HWJ8
Status: Active
Expiration Date: 12/18/2021
Purpose of Registration: Federal Assistance Awards Only

3057 BRIW RD
PLACERVILLE, CA, 95667-5330 ,
UNITED STATES

Entity Overview

Entity Registration Summary

Name: EL DORADO, COUNTY OF
Business Type: US Local Government
Last Updated By: Yvonne Kollings
Registration Status: Active
Activation Date: 12/18/2020
Expiration Date: 12/18/2021

Exclusion Summary

Active Exclusion Records? No

GSA

IBM-P-20210314-0806
WWW1

Search Records
Data Access
Check Status
About
Help

Disclaimers
Accessibility
Privacy Policy

FAPIIS.gov
GSA.gov/IAE
GSA.gov
USA.gov

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

Appendix J: CDBG-CV1 Application Certifications and Statement of Assurances

Complete and fully execute the attached CDBG-CV Application Certifications and Statement of Assurances. The executed statement must be uploaded as a threshold document in the application. The document **may not** be modified.

STATE OF CALIFORNIA - BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY GAVIN NEWSOM, Governor

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF FINANCIAL ASSISTANCE
2020 W. El Camino Avenue, Suite 200
Sacramento, CA 95833
(855) 333-CDBG (2324)/ FAX (916) 263-2763
www.hcd.ca.gov

CDBG-CV1 Application Certifications and Statement of Assurances

The applicant, County of El Dorado, herby certifies the following:

1. **Legal Authority:**
   It possesses the legal authority to apply for and execute the proposed activity(s) in the application.

2. **Application Authorization:**
   Its governing body has duly adopted or passes as an official act or resolution, motion, or similar action authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the applicant's chief executive officer or other designee to act in connection with the application and to provide such additional information as may be required.

3. **Citizen Participation:**
   It has or will comply with all citizen participation requirements, which include, at a minimum, the following components:

   A. Provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blight areas and of areas in which CDBG funds are proposed to be used, and provides for participation of residents in low- and moderate-income neighborhoods as defined by the local jurisdiction – and

   B. Provides citizens with reasonable ADA compliant and timely access to local meetings, information, and records relating to the grantee's proposed use of funds, as required by CDBG regulations, and relating to the actual use of funds under this title – and

   C. Provides for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals with the level and type of assistance to be determined by the grantee – and

D. Provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program. These include at least the development of needs, the review of proposed activities, and review of program performance, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries and with accommodation for the handicapped. This shall include one public meeting during the program design, annual performance report preparation, and formal amendments. A public hearing shall be conducted prior to application submittal – and

E. Solicits and provides for a timely written answer to written complaints and grievances, within 15 working days where practicable – and

F. Identifies needs of limited-English speaking residents will be met in the case of public hearings where limited-English speaking residents can reasonably be expected to participate.

4. **National Objective:**

It has developed its CDBG Program so as to primarily benefit targeted income person and households and each activity in the program meets one of the three national objectives: benefit to low-and moderate-income persons, elimination of slums and blight, or meets an urgent community need (with prior Department approval) certified by the grantee as such.

5. **NEPA Environmental Review:**

It consents to assume, and hereby assumes the responsibilities for environmental review and decision-making in order to ensure timely compliance with NEPA by following the procedures for recipients of block grant funds as set forth in 24 CFR Part 58, titled "Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities." Also included in this requirement is compliance with Executive Order 11988 relating to the evaluation of flood hazards, Section 102(a) of the Flood Disaster Protection Act of 1973 (Public Law 93-234) regarding purchase of flood insurance, and the National Historic Preservation Act of 1966 (16 USC 470) and implementing regulations (36 CFR §800.8).

6. **Audit/Performance Findings:**

It certifies that the State Controller's Office (SCO) was in receipt of its complete Singe Audit Package by the NOFA application due date, or certifies that is exempt from the Single Audit requirements set forth in 2 CFR Part 200.

7. **Growth Control:**

It certifies that there is no plan, ordinance, or other measure in effect which directly limits, by number, the building permits that may be issued for residential construction or the buildable lots which may be developed for residential purposes; or if such a plan, ordinance, or measure is in effect, it will either be rescinded before receiving funds, or it need not be rescinded because it:

A. Imposes a moratorium on residential construction, to protect health and safety, for a specified period of time which will end when health and safety is no longer jeopardized; or

B. Creates agricultural preserves under Chapter 7 (commencing with Section 51200) of Part 2 of Division 1 of Title 5 of the Government Code; or

C. Was adopted pursuant to a specific requirement of a State or multi-State board, agency, department, or commission; or

D. The applicant has an adopted housing element which the Department has found to be in compliance, unless a final order has been used by a court in which the court determined that it is not in compliance with Article 10.6 of Chapter 3 of Division 1 of Title 7 of the Government Code, commencing with section 65580.

8. Uniform Administrative Requirements:

It will comply with the regulations, policies, guidelines and requirements of 2 CFR Part 200 and 24 CFR Part 85 and the CDBG Program Guidelines.

9. Nondiscrimination:

It shall comply with the following regarding nondiscrimination laws and practices as may be amended from time to time:

A. Title VI of the Civil Rights Act of 1964 (Public Law 88-352).

B. Title VIII of the Civil Rights Act of 1968 (Public Law 90-284) as amended; and will administer all programs and activities related to housing and community development in a manner affirmatively furthering fair housing.

C. Section 109 of the Housing and Community Development Act of 1974, as amended.

D. Section 3 of the Housing and Urban Development Act of 1968, as amended.

E. Executive Order 11246, as amended by Executive Orders 11375 and 12086.

F. Executive Order 11063, as amended by Executive Order 12259.

G. Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112), as amended, and implementing regulations.

H. The Age Discrimination Act of 1975 (Public Law 94-135).

10. Anti-Displacement/Relocation:

It will comply with the Federal Relocation Act (42 U.S.C. 4601 et seq.).

11. Labor Standards:

It will comply with the following regarding labor standards as may be amended from time to time:

A. Section 110 of the Housing and Community Development Act of 1974, as amended.

B. Section 1720, et seq. of the California Labor Code regarding public works labor standards.

C. Davis-Bacon and Related Acts as amended (40 U.S.C. §276(a)) regarding the payment of prevailing wage rates.

D. Contract Work Hours and Safety Standards Act (40 U.S.C. §3702) regarding overtime compensation.

E. Anti-Kickback Act of 1934 (41 U.S.C. §51-58) prohibiting "kickbacks" of wages in federally assisted construction activities.

12. Architectural Barriers:

It will comply with the Architectural Barriers Act of 1968 (42 U.S.C. §4151 et seq.) and implementing regulations (24 CFR Parts 40-41)

13. Conflict of Interest:

It will enforce standards for conflicts of interest which govern the performance of their officers, employees, or agents engaged in the award and administration, in whole or in part, of State CDBG grant funds (24 CFR §570.611).

14. Limitations on Political Activities:

It will comply with the Hatch Act (5 U.S.C. §1501, et seq.) regarding political activity of employees.

15. Lead-Based Paint:

It will comply with the Lead-Based Paint Regulations (24 CFR Part 35), which prohibit the use of lead-based paint on projects funded by the program.

16. Debarred Contractors:

It certifies that neither the applicant or its staff are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federal assistance programs, in any proposal submitted in connection with the CDBG program, per the Excluded Party List System located at https://www.sam.gov/SAM/. In addition, the applicant will not award contracts to or otherwise engage the services of any contractor while that contractor (or its principals) is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation from the covered transaction, in any proposal submitted in connection with the CDBG program under the provisions of 24 CFR Part 24.

17. Inspection of Grant Activities:

It will give HUD, the Comptroller General, the State Department of Housing and Community Development, or any of their authorized representatives access to and the right to examine all records, books, papers, or documents related to the grant.

18. Cost Recovery:

It will not attempt to recover any capital costs of public improvements assisted in whole or part with CDBG funds by assessing any amount against properties owned and occupied by persons of low- and moderate-income including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:

A. CDBG funds received are used to pay the proportion of such fee or assessment that relates to the capital costs of public improvements that are financed from revenue sources other than CDBG funds; or

B. For purposes of assisting any amount against properties owned and occupied by persons of low- and moderate-income who are not persons of very low income, that it lacks sufficient funds received from CDBG Program to comply with the requirements of this clause.

19. Procurement:

It will follow the federal procurement policies per 2 CFR 200.320

20. Excessive Force:

It will adopt and enforce policies:

A. Prohibiting the use of excessive force by its law enforcement agencies against individuals engaged in non-violent civil rights demonstrations; and

B. Enforcing applicable State and local law against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstration within its jurisdiction.

21. Anti-Lobbying:

A. It certifies and agrees that no federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, 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 of employee of any agency, a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

22. Compliance with Laws:

The jurisdiction will comply with all applicable laws, rules, and regulations governing the activities being applied for herein.

I hereby certify under penalty of perjury that all information contained in this Statement of Assurances (including all supporting documentation) is true and correct. I understand and acknowledge that making false statements on this certification, including any documents submitted in support of it, is a crime under federal and California state laws, which may result in criminal prosecution and fines.

Don Semon

Printed Name of Authorized Representative (*per the Resolution*)

Signature

Director

Title

5-6-21

Date

El DORADO OPPORTUNITY KNOCKS

A COLLABORATION TO END HOMELESSNESS IN EL DORADO COUNTY

Who We Are | CoC Meetings | CoC Governance | Grants and Funding | General Inquiries
Educational Information for Students | Data and Statistics | PIT and HIC Counts | Get Involved

El Dorado Opportunity Knocks Continuum of Care is a collaboration of local agencies, resources and citizens working to eliminate homelessness in El Dorado County.

Donate Now | Find Help

Upcoming CoC Meetings

CoC Board Special Meeting

April 27, 2021
4:30 pm to 5:00 pm

This will be a PUBLIC MEETING to discuss the use of El Dorado County Community Development Block Grant (CDBG) funds towards housing and homelessness solutions. The meeting will provide an opportunity for public comment.

Please see the meeting agenda here.

To access the meeting, please follow the Zoom link below:
https://homebaseccc.zoom.us/j/99992698247
Dial by phone: +1 669 900 6833
Meeting ID: 999 9269 8247

CoC General Membership Meeting

June 4, 2021
10:00 am to 11:00 am

Zoom login information:
https://homebaseccc.zoom.us/j/94848250510
Phone access: 1 669 900 6833
Meeting ID: 948 4825 0510
Agenda coming soon.

EDOK CoC Announcements and News

NEW California COVID-19 Rent Relief Program

The CA COVID-19 Rent Relief Program is now live! California tenants or landlords can visit the CA COVID-19 Rent Relief webpage through the Housing Is Key website, or they can call toll-free 833-430-2122 to receive assistance.

El Dorado Opportunity Knocks CoC
edokboard@gmail.com

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You are receiving this email because you opted in via our website.

Our mailing address is:
EDOK CoC
3057 Briw Rd
Placerville, CA 95667-5330

Add us to your address book

Want to change how you receive these emails?
You can update your preferences or unsubscribe from this list.

Apply to become a Local Network Partner and help spread the information about the program to landlords and tenants by clicking here.

Program flyers and other resources can be found here.

Homeless Management Information System (HMIS) Lead Agency!

El Dorado CoC has selected a new HMIS Lead Agency - the El Dorado County Health and Human Services Agency. If you need technical assistance with HMIS or need a new HMIS license, please contact Alyson McMillan alyson.mcmillan@edcgov.us or by phone at 530-295-6931.

Request Technical Assistance

If you would like to receive technical assistance for your project from the CoC, please fill out the TA Request form available here and submit it for review to the CoC Executive Committee by email at edokboard@gmail.com. Due to limited resources, some restrictions may apply. Please see the application for details.

COVID-19 News and Resources

- For up-to-date guidance visit https://www.homebaseccc.org/covid-19-response
- El Dorado Health and Human Services are providing regular COVID- 19 updates here.

HANGTOWN VILLAGE SQUARE
Placerville's Premier Shopping Center

Jason Stalder <jason.stalder@edcgov.us>

EDOK CoC Board Special Meeting Materials, April 27, 4:30 pm

1 message

EDOK <EDOKBoard@gmail.com> Thu, Apr 22, 2021 at 2:08 PM
Reply-To: EDOKBoard@gmail.com
To: jason.stalder@edcgov.us

View this email in your browser

EDOK
EL DORADO OPPORTUNITY KNOCKS

Dear EDOK CoC Members and Partners:

The El Dorado Continuum of Care (CoC) will hold a Special Meeting on April 27th at 4:30 pm.

This will be a PUBLIC MEETING to discuss the use of El Dorado County Community Development Block Grant (CDBG) funds towards housing and homelessness solutions. The meeting will provide an opportunity for public comment.

Please see the meeting agenda here.

Please forward this invitation to other community members and partners you think may be interested in attending.

To access the meeting, please follow the Zoom link below:
https://homebaseccc.zoom.us/j/99992698247
Dial by phone: +1 669 900 6833
Meeting ID: 999 9269 8247

We look forward to seeing you there!

Sincerely,

El Dorado Opportunity Knocks CoC
edokboard@gmail.com

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You are receiving this email because you opted in via our website.

Our mailing address is:
EDOK CoC
3057 Briw Rd
Placerville, CA 95667-5330

Add us to your address book

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Jason Stalder <jason.stalder@edcgov.us>

EDOK CoC Special Meeting April 27, 4:30 pm

Irina Naduhovskaya <irina@homebaseccc.org> Thu, Apr 22, 2021 at 1:49 PM
To: Andrew Vonderschmitt <andrew.vonderschmitt@gmail.com>, Beth Atencio <atenciob@greenvalley.church>, Cheyanne@tahoeyouth.org, cproctor@bartonhealth.org, elott@liveviolencefree.org, jobsshelterorg@gmail.com, Karen@tahoeyouth.org, kenya@newmorningyfs.org, kristen@newmorningyfs.org, michael.boyd@edcgov.us, Margaret Lewis <mlewis@edcoe.org>, Marissa Muscat <mmuscat@bartonhealth.org>, pamela.maxwell@usbank.com, Alyson McMillan <alyson.mcmillan@edcgov.us>, Ben Kinser <ben.kinser@edcgov.us>, Charles McDonald <director@upperroomdininghall.org>, Chase Janvrin <chase@tahoeprosperity.org>, David Stevenson <Dstevenson@cityofslt.us>, dpvanderkar <dpvanderkar@comcast.net>, erica munoz <emunoz@liveviolencefree.org>, Jackie Neau <jneau@cityofplacerville.org>, Jeanne Rene Evans <jreneevans@gmail.com>, Jennifer LaForce <jenniferlaforce@gmail.com>, Julie Baumgartner <jbaumgartner@voa-ncnn.org>, Margaret Williams <margaret.williams@edcgov.us>, Michael Gamberg <mgamberg@cityofslt.us>, Mike Lensing <LensingM@edso.org>, Ranell Brown <ranell.brown@edcgov.us>
Cc: Carolyn Wylie <carolyn@homebaseccc.org>, jason.stalder@edcgov.us

Dear CoC Board Members,

Thank you for responding to the doodle poll so quickly! We really appreciate you accommodating us on such short notice!

Please note that the meeting has been scheduled for **April 27th at 4:30 pm**. I will send out public announcements and agenda shortly. You should have received a calendar invite with a zoom link to connect to the meeting. Here it is again just in case:

https://homebaseccc.zoom.us/j/99992698247
Dial by phone: +1 669 900 6833
Meeting ID: 999 9269 8247

Please let me know if you have any questions.

Thank you! We look forward to seeing you at the meeting!
--

Homebase | **Irina Naduhovskaya** | **Senior Staff Attorney**
p: 415-788-7961 ext. 331 **w:** www.homebaseccc.org
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Jason Stalder <jason.stalder@edcgov.us>

REMINDER: EDOK CoC Board Special Meeting Materials, April 27, 4:30 pm

EDOK <EDOKBoard@gmail.com> Mon, Apr 26, 2021 at 4:47 PM
Reply-To: EDOKBoard@gmail.com
To: jason.stalder@edcgov.us

View this email in your browser

EDOK
EL DORADO OPPORTUNITY KNOCKS

Dear EDOK CoC Members and Partners:

The El Dorado Continuum of Care (CoC) will hold a Special Meeting on April 27th at 4:30 pm.

This will be a PUBLIC MEETING to discuss the use of El Dorado County Community Development Block Grant (CDBG-CV) funds towards housing and homelessness solutions.

The amount of CSBG-CV funds is $2,251,157 to be used for a Transitional Housing Project.

The meeting will provide an opportunity for public comment.

Please see the meeting agenda here.

Please forward this invitation to other community members and partners you think may be interested in attending.

To access the meeting, please follow the Zoom link below:
https://homebaseccc.zoom.us/j/99992698247
Dial by phone: +1 669 900 6833
Meeting ID: 999 9269 8247

We look forward to seeing you there!

Sincerely,

El Dorado Opportunity Knocks CoC
edokboard@gmail.com

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Board of Supervisors

The Board of Supervisors :

District I-John Hidahl
District II-George Turnboo
District III-Wendy Thomas
District IV-Lori Parlin
District V-Sue Novasel

Board Meeting Agendas

2021 Meeting Calendar

Historical List of Board of Supervisors

Board of Supervisors

Placerville Office
330 Fair Lane
Placerville, CA 95667
Hours: 8:00 am-5:00 pm
Monday - Friday

Local Number: (530) 621-5390
From El Dorado Hills: (916) 358-3555 x5390
From South Lake Tahoe: (530) 573-7955 x5390
Toll Free: 1-(800) 491-6642
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Board of Supervisor's Governance Handbook adopted December 5, 2017 and revised March 16, 2021

BOARD OF SUPERVISORS COMMITTEES AND COMMISSIONS NOTICES

PUBLIC COMMENT ON PUBLISHED AGENDA ITEMS

Please submit comments to Board of Supervisors meeting agenda items by following the link below:

Board of Supervisors' Agenda Item Comments

Please reference the Board meeting date and agenda item number in your email to expedite a response and subsequent addition to the agenda item.

If a new email message does not automatically populate on your screen you may need to do so manually. Simply compose a new email message addressed to: edc.cob@edcgov.us Be sure to include the agenda item number and meeting date.

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County of El Dorado

MEETING AGENDA

Board of Supervisors

Board of Supervisors
Department
330 Fair Lane, Building A
Placerville, California
530-621-5390
FAX 530-622-3645
www.edcgov.us/bos

John Hidahl, Chair, District I
Lori Parlin, First Vice Chair, District IV
Wendy Thomas, Second Vice Chair, District III
George Turnboo, District II
Sue Novasel, District V

Kim Dawson, Clerk of the Board of Supervisors
Don Ashton, Chief Administrative Officer
David Livingston, County Counsel

Tuesday, May 4, 2021 **8:00 AM** **https://zoom.us/j/92934612807**

Virtual Meeting - Click here to view meeting

ADDENDUM

There has been a change to the title of item 29.

PUBLIC PARTICIPATION INSTRUCTIONS: To comply with physical distancing requirements and the stay at home order from the Governor, the Board Chambers will be closed to members of the public and all public participation will be handled remotely. The public should call into 530-621-7603 or 530-621-7610. The Meeting ID is 929 3461 2807. Please note you will not be able to join the live stream until the posted meeting start time.

To observe the live stream of the Board of Supervisors meeting go to https://zoom.us/j/92934612807.

To observe the Board of Supervisors meetings via YouTube, click https://www.youtube.com/channel/UCUMjDk3NUltZJrpw2CL7Zkg.

If you are joining the meeting via zoom and wish to make a comment on an item, press the "raise a hand" button. If you are joining the meeting by phone, press *9 to indicate a desire to make a comment. Speakers will be limited to 3 minutes.

By participating in this meeting, you acknowledge that you are being recorded.
If you choose not to observe the Board of Supervisors meeting but wish to make a comment on a specific agenda item, please submit your comment via email by 4:00 p.m. on the Monday prior to the Board meeting. Please submit your comment to the Clerk of the Board at edc.cob@edcgov.us. Your comment will be placed into the record and forwarded to the Board of Supervisors.

The Clerk of the Board is here to assist you, please call 530-621-5390 if you need any assistance with the above directions to access the meeting or if you would like to participate in the meeting from a conference room at the Government Center in Bldg. A

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The County of El Dorado is committed to ensuring that persons with disabilities are provided the resources to participate in its public meetings. Please contact the office of the Clerk of the Board if you require accommodation at 530-621-5390 or via email, edc.cob@edcgov.us, preferably no less than 24 hours in advance of the meeting.

The Board of Supervisors is concerned that written information submitted to the Board the day of the Board meeting may not receive the attention it deserves. The Board Clerk cannot guarantee that any FAX, email, or mail received the day of the meeting will be delivered to the Board prior to action on the subject matter.

The Board meets simultaneously as the Board of Supervisors and the Board of Directors of the Air Quality Management District, In-Home Supportive Services, Public Housing Authority, Redevelopment Agency and other Special Districts.

For Purposes of the Brown Act § 54954.2 (a), the numbered items on this Agenda give a brief description of each item of business to be transacted or discussed. Recommendations of the staff, as shown, do not prevent the Board from taking other action.

Materials related to an item on this Agenda submitted to the Board of Supervisors after distribution of the agenda packet are available for inspection during normal business hours in the public viewing packet located in Building A, 330 Fair Lane, Placerville or in the Board Clerk's Office located at the same address. Such documents are also available on the Board of Supervisors' Meeting Agenda webpage subject to staff's ability to post the documents before the meeting.

PROTOCOLS FOR PUBLIC COMMENT

Public comment will be received at designated periods as called by the Board Chair.

Public comment on items scheduled for Closed Session will be received before the Board recesses to Closed Session.

Except with the consent of the Board, individuals shall be allowed to speak to an item only once.

On December 5, 2017, the Board adopted the following protocol relative to public comment periods. The Board adopted minor revisions to the protocol on February 26, 2019, incorporated herein:

Time for public input will be provided at every Board of Supervisors meeting. Individuals will have three minutes to address the Board. During noticed public hearings, individuals authorized by organizations to speak to organizational positions may request additional time, up to five minutes.

Public comment on certain agenda items designated and approved by the Board may be treated differently within specific time limits per speaker or a limit on the total amount of time designated for public comment. It is the intent of the Board that quasi-jurisdictional matters have additional flexibility depending on the nature of the issue. It is the practice of the Board to allocate 20 minutes for public comment during Open Forum and for each agenda item to be discussed.

Individual Board members may ask clarifying questions but will not engage in substantive dialogue with persons providing input to the Board.

If a person providing input to the Board creates a disruption by refusing to follow Board guidelines, the Chair of the Board may take the following actions:

Step 1. Request the person adhere to Board guidelines. If the person refuses, the Chair may turn off the speaker's microphone.
Step 2. If the disruption continues, the Chair may order a recess of the Board meeting.
Step 3. If the disruption continues, the Chair may order the removal of the person from the Board meeting.

8:00 A.M. - CALL TO ORDER AND RECESS TO CLOSED SESSION

9:00 A.M. - RECONVENE TO OPEN SESSION AND CLOSED SESSION REPORTS

INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG

ADOPTION OF THE AGENDA AND APPROVAL OF CONSENT CALENDAR

The Board may make any necessary additions, deletions or corrections to the agenda including moving items to or from the Consent Calendar and adopt the agenda and the Consent Calendar with one single vote. A Board member may request an item be removed from the Consent Calendar for discussion and separate Board action. At the appropriate time as called by the Board Chair, members of the public may make a comment on matters on the Consent Calendar prior to Board action.

CONSENT CALENDAR

1. 21-0697 Clerk of the Board recommending the Board Approve the Minutes from the Budget Workshop of April 19, 2021 and the regular meeting of the Board of Supervisors on April 20, 2021.

GENERAL GOVERNMENT - CONSENT ITEMS

2. 21-0548 Auditor-Controller recommending the Board authorize the transfer of $5,000 accumulated from FY 2019-20 from the County's Cash Overage Fund to the General Fund.

FUNDING: General Fund

3. 21-0496 Chief Administrative Office, Parks Division, recommending the Board approve and authorize the Chair to sign a budget transfer increasing appropriations and revenues by $30,384 for the Federal Emergency Management Agency Latrobe project (4/5 vote required).

FUNDING: Ponderosa Quimby Special Revenue Fund. (Local Funds)

4. 21-0642 Chief Administrative Office, Procurement and Contracts Division, presenting a list of County surplus property and recommending the Board so declare and authorize disposal of same in accordance with the procedures outlined in the County's Purchasing Ordinance, Chapter 3.12 and Section 3.12.220 thereof.

FUNDING: N/A

5. 21-0622 Chief Administrative Office, Procurement and Contracts Division, recommending the Board declare a service weapon as surplus and approve the sale of the weapon to retiring Sheriff Sergeant Matt Cathey.

FUNDING: Funding received from the sale will be deposited into the General Fund.

6. 21-0687 Clerk of the Board, based upon the recommendation of Supervisor Novasel, recommending the Board make the following reappointments to the Pollock Pines Design Review Committee:
Appoint Lauralee Green, Member, Term Expiration 01/01/2025; and
Appoint Jeanne Harper, Member, Term Expiration 01/01/2025.

FUNDING: N/A

7. 21-0676 County Counsel recommending the Board deny two claims for tax refund in the amount of $104,484 and $39,018, plus appropriate interest, received from Pacific Bell and AT&T Mobility, LLC respectively, in letter dated November 5, 2020, and received on November 10, 2020.

FUNDING: General Fund.

8. 21-0678 County Counsel recommending the Board deny the claim for tax refund in the amount of $10,981.57 received from Sprint Telephony PCS, L.P., in letter dated December 4, 2020 and received December 18, 2020.

FUNDING: General Fund.

9. 21-0677 County Counsel recommending the Board deny the claim for tax refund in the amount of $12,907.69, plus appropriate interest received from T-Mobile West, LLC in letter dated December 1, 2020, and received on December 7, 2020.

FUNDING: General Fund.

10. 21-0618 Elections Department recommending the Board declare the results of the official canvass of the March 23, 2021, Many Oaks Lane Road Zone of Benefit 98132 CSA 9 Special Mail Ballot Election conducted by the Registrar of Voters.

FUNDING: District.

11. 21-0584 Human Resources Department recommending the Board:
1) Approve and adopt the new department specific class specification: Information Security Analyst; and
2) Adopt and authorize the Chair to sign Resolution **041-2021** to approve the job class number, bargaining unit, and salary range for the new classification of Information Security Analyst.

FUNDING: N/A

12. 21-0670 Human Resources Department recommending the Board approve the purchase of a barbecue grill for employee-only use using $2,500 of County of El Dorado's Employee Health and Wellness Program funds.

FUNDING: Health Benefit Providers (Kaiser and Blue Shield).

13. 21-0479 Library Department recommending the Board approve and authorize the Chair to sign Agreement with Califa Group, a California public benefit corporation, for a term beginning July 1, 2021, with provisions for automatic annual renewal thereafter, for high-speed broadband Internet service to the County's libraries in an estimated annual amount of $45,000 ($4,500 after estimated E-rate discounts).

FUNDING: 48% General Fund, 52% Library Special Revenue Funds and Library Fees.

HEALTH AND HUMAN SERVICES - CONSENT ITEMS

14. 21-0591

Health and Human Services Agency recommending the Board:
1) Make findings in accordance with County Ordinance 3.13.030 (f) that it is appropriate to contract with Ellis Planning Associates, Inc., for external evaluation of the Tobacco Control Program because the California Department of Public Health, California Tobacco Control Program, requires that these services be provided through a contract with an outside evaluator;
2) Approve and authorize the Chair to sign Amendment I to Agreement for Services 2892, with no change to the maximum obligation of $62,532, to extend the term by six months for a new termination date of December 31, 2021; and
3) Authorize the Purchasing Agent to sign future amendments that do not extend the term or increase the maximum obligation, and contingent upon approval by County Counsel and Risk Management.

FUNDING: State Funding.

15. 21-0220

Health and Human Services Agency (HHSA) recommending the Board:
1) Adopt and authorize the Chair to sign Resolution **037-2021**, authorizing HHSA to apply for the Community Development Block Grant - COVID (CDBG-CV) Rounds 1, 2, and 3, administered by the California Department of Housing and Community Development (HCD) for the purpose of acquiring a property to be utilized for transitional housing in response to COVID-19;
2) Approve and authorize the Chair to sign Memorandum of Understanding 5627 with the City of Placerville, which authorizes HHSA to act as the Administrative Entity for the City Allocation of CDBG-CV through HCD, with a term of one (1) year upon execution and no remuneration between the parties; and
3) Contingent upon concurrence by County Counsel and Risk Management, delegate authority to the Director of HHSA or designee to:
a) Execute the “CDBG-CV1 Application Certification and Statement of Assurances”;
b) If awarded, accept a County allocation award estimated to be $1,829,794 and a City allocation award estimated to be $421,363; and
c) Execute any subsequent grant agreement and administrative documents with a term to be determined, as well as any subsequent amendments to the funding agreement as required by HCD.

FUNDING: Federal Funding administered by the State of California Department of Housing and Community Development, authorized pursuant to the Coronavirus Aid, Relief, and Economic Security (CARES) Act, signed into law March 27, 2020.

16. 21-0409

Health and Human Services Agency recommending the Board:
1) Adopt and authorize the Chair to sign Resolution **039-2021** thereby finding that, in accordance with Welfare and Institutions Code 17600.20(d), the transfer of realignment revenues to be the most cost-effective use of available revenues to maximize client outcomes, and
a) Authorizing the transfer of up to ten percent (10%), not to exceed $400,000, of Fiscal Year 2020-21 realignment revenue from the 1991 Public Health Local Revenue Fund to the 1991 Mental Health Local Revenue Fund; and
b) Authorizing the transfer of up to ten percent (10%), not to exceed $250,000, of the realignment revenue from the 2011 Social Services Local Revenue Fund to the 2011 Behavioral Health Local Revenue Fund, and up to ten percent (10%), not to exceed $920,000, of the Social Services 1991 Local Revenue Funds to the 1991 Mental Health Local Revenue Fund for a total not to exceed $1,570,000; and
2) Approve and authorize the attached budget transfer request, thereby approving the aforementioned transfer of Realignment revenues and increasing the realignment budgets for Social Services, Behavioral Health, and Public Health, due to higher than originally budgeted State funding.

FUNDING: Behavioral Health, Public Health and Social Services Realignment and Federal Social Services funding.

17. 21-0153

Health and Human Services Agency recommending the Board:
1) Approve and authorize the Chair to sign Funding-Out Agreement 5457 with A Westfall Dental Corporation, with a maximum contractual obligation of $40,000, for the term of 07/01/21 - 06/30/22, to support their mobile dental program as part of the Local Oral Health Program (LOHP) Grant 17-10689; and
2) Authorize the Director, or designee, to execute further documents relating to Funding-Out Agreement 5457, including amendments, which do not increase the maximum dollar amount or term of the Agreement, and contingent upon approval by County Counsel and Risk Management.

FUNDING: 100% State Funding: California Department of Public Health Oral Health Grant 17-10689.

18. 21-0259 Health and Human Services Agency recommending the Board:
1) Approve and authorize the Chair to sign Agreement for Services RFS-988 with County of Nevada, for the provision of acute inpatient mental health services for the clients they refer to the El Dorado County Psychiatric Health Facility effective July 1, 2021 through June 30, 2024, with a maximum contractual obligation of $200,000 per fiscal year; and
2) Authorize the Chief Administrative Officer, or designee, to execute further documents relating to Agreement for Services RFS-988 including amendments which do not increase the maximum dollar amount or term of the Agreement, and contingent upon approval by County Counsel and Risk Management.

FUNDING: Fee-for-service revenue from County of Nevada.

19. 21-0146 Health and Human Services Agency and Human Resources Department recommending the Board approve the following:
1) A new class specification for the Health and Human Services Agency: Director of Public Health;
2) The revised class specification for the Public Health Officer classification; and
3) Adopt and authorize the Chair to sign Resolution **043-2021** to approve the following:
a) The job class number, bargaining unit, and salary range for the Director of Public Health; and
b) The addition of 1.0 full time equivalent (FTE) Director of Public Health allocation in the Health and Human Services Agency.

FUNDING: Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC) ELC Round 2 Grant funding for three years; thereafter Public Health Realignment.

20. 21-0523

Health and Human Services Agency recommending the Board:
1) Approve the Veterans Affairs Commission recommendation for utilization of the Fiscal Year 2020-21 Transient Occupancy Tax (TOT) allocation to the Veterans Affairs Commission;
2) Approve and authorize the Health and Human Services Agency Director, or designee, contingent upon approval of County Counsel and Risk Management, to execute six (6) agreements to distribute the Fiscal Year 2020-21 Transient Occupancy Tax funds as recommended by the Veterans Affairs Commission as of January 14, 2021; and
3) Authorize the Health and Human Services Agency Director, or designee, to execute further documents relating to the Agreements, including amendments that do not increase the maximum dollar amount or term of the agreement, and contingent upon approval by County Counsel and Risk Management.

FUNDING: 100% Transient Occupancy Tax / General Fund.

LAND USE AND DEVELOPMENT - CONSENT ITEMS

21. 21-0350 Department of Transportation recommending the Board approve and authorize the Chair to sign Second Amendment to Road Improvement Agreement for North Silver Dove Way, Offsite Improvements Agreement 18-54823 with Lennar Winncrest, LLC, extending the performance period to May 22, 2022.

FUNDING: Developer Funded.

22. 21-0550 Department of Transportation recommending the Board consider the following pertaining to the 2021 Various West Slope Pavement Rehabilitation Projects, Contract 5513:
1) Approve and adopt the Contract Documents; and
2) Authorize advertisement for bids.

FUNDING: Road Repair and Rehabilitation Act 2017 (SB1-RMRA) (100%) (No Federal Funds).

23. 21-0563 Department of Transportation recommending the Board adopt and authorize the Chair to sign Resolution **040-2021** authorizing the Department to apply for the California Climate Investment Fire Prevention Grant Program and expend funds if awarded the grant.

FUNDING: Road Fund.

24. 21-0204 Department of Transportation recommending the Board:
1) Authorize the utilization of the Sourcewell Request for Proposal 110520 with Genuine Parts Company, doing business as NAPA Integrated Business Solutions (NAPA), to continue to provide on-site fleet vehicle and equipment parts and inventory program services; and
2) Approve and authorize the Chair to sign the First Amendment to Agreement for Services 2801 with Genuine Parts Company, doing business as NAPA Auto Parts, increasing the not-to-exceed by $2,000,000 for a total not-to-exceed amount of $3,750,000 and extending the term of the agreement through December 24, 2024.

FUNDING: Road Fund (State) and Fleet Service Internal Fund (Local).

25. 21-0381

Department of Transportation recommending the Board adopt and authorize the Chair to sign Resolution **038-2021**, pertaining to a Federal Lands Access Program grant application for the Fallen Leaf Road Pavement Rehabilitation and Recreational Access Project (CIP 72194, 36105050), wherein the County:
1) Authorizes the Director of Transportation, or designee, to execute a Reimbursement Agreement with the Federal Highway Administration for not more than $10,000 of non-federal funding for development of a scope, schedule, and budget for the Project, should the Project be shortlisted;
2) Endorses that the County will provide 11.47% in non-federal matching funds, currently estimated at $328,399, should the grant application be successful and the grant funding is subsequently accepted by the Board; and
3) Promises to provide maintenance funding for the improvements proposed by the Project for a period of 20 years, should the grant application be successful and the grant funding is subsequently accepted by the Board.

FUNDING: Federal Highway Administration's Federal Lands Access Program Funds (88.53% - Federal) and El Dorado County Road Fund, General Fund, Transient Occupancy Tax Revenue, or Shingle Springs Band of Miwok Indians Public Improvement Funds (Tribe Funds), or a combination thereof (11.47% - Local).

26. 21-0481

Department of Transportation recommending the Board approve and authorize the Chair to sign the Agreement between the El Dorado County Transportation Commission and County of El Dorado for Fiscal Year 2020-21 Surface Transportation Block Grant Program Exchange Funds (X21-6157(073)) in the amount of $580,670.

FUNDING: Surface Transportation Block Grant Program Exchange Funds (X21-6157(073)).

27. 21-0513

Department of Transportation, Maintenance and Operations, recommending the Board:
1) Approve and authorize the Chair to sign a Budget Transfer adjusting County Service Area 3 South Shore Snow Zone budget for Fiscal Year 2020-21 to accommodate the $10,000 price increase for one (1) Henke plow; and
2) Approve the $10,000 price increase on the FY 2020-21 Fixed Asset List for the Henke plow, bringing the total from $15,000 to $25,000.

FUNDING: County Service Area 3 (100%).

28. 21-0666 Environmental Management Department recommending the Board authorize the Chair to sign a letter of support for California Assembly Bill 843, which aims to allow Community Choice Aggregators access to existing state funding for renewable bioenergy electricity projects including biomass and biogas.

FUNDING: N/A

29. 21-0695 Planning and Building Department, Planning Division, submitting for approval of the Final Map (TM-F20-0007) for Serrano Village J7, creating a total of 65 residential lots, five private street lots, and six miscellaneous lots, on property identified by Assessor's Parcel Number's 123-040-010 and 123-040-011 located on the south side of Bass Lake Road, approximately 250-feet south of the intersection with Bridlewood Canyon Drive within the Serrano Master Planned Community, in the El Dorado Hills area, and staff recommending the Board take the following actions:
1) Approve Final Map TM-F20-0007 for Serrano Village J7 (Exhibit D);
2) Approve and authorize the Chair to sign the Agreement to Make Subdivision Improvements (Attachment B);
3) Approve and authorize the Chair to sign the Deferred Frontage Improvement Agreement (Attachment E); ~~and~~
4) Approve and authorize the Chair to sign the Deferred Road Improvement Agreement (Attachment F); and
5) Approve and authorize the Chair to sign the Agreements for Acceptance of Drainage Easements and Acceptance of Roads (Attachments H and I).
(Supervisorial District 1)

FUNDING: Developer-Funded Subdivision Improvements.

30. 21-0617 Planning and Building Department, Planning Division, Current Planning Unit, recommending the Board approve and authorize the Chair to sign Amendment 1 to Agreement 3506 with Goodwin Consulting Group, Inc., for the provision of services for peer reviews of Fiscal Impact Analysis (FIA) and Public Facilities Financing Plans (PFFP) for various development projects, extending the term of the Agreement by three (3) years with a revised expiration of March 6, 2025, increasing the compensation by $335,000 for a total not-to-exceed amount of $400,000, updating Exhibit B to reflect 2021 rates, and other minor administrative changes as needed.

FUNDING: Non-General Fund / Developer Funded.

LAW AND JUSTICE - CONSENT ITEMS

31. 21-0510 Probation Department recommending the Board approve the continuation of perpetual Agreement PRO 2019 011 (FENIX 3892) (Agreement) with the County of Placer, to place youth from El Dorado County into the Placer County Juvenile Detention Facility on a space-available basis. Upon approval, Agreement term will continue from July 1, 2021, through June 30, 2022.

FUNDING: General Fund.

32. 21-0627 Sheriff's Office recommending the Board:
1) Approve and authorize the Sheriff to sign the Fiscal Year 2021-22 Boating Safety and Enforcement Financial Aid Contract with the California Department of Parks and Recreation Division of Boating and Waterways in the amount of $319,546 for the term July 1, 2021 through June 30, 2022 to provide revenue to support boating safety and enforcement activities on the County's rivers and lakes; and
2) Approve and authorize the Chair to sign Resolution **042-2020** adopting language pursuant to Harbors and Navigation Code Section 663.7(3) relative to the use of 100% of the annual Boat Taxes in conjunction with the 2021-2022 Boating Safety and Enforcement Financial Aid Contract with the California Department of Parks and Recreation Division of Boating and Waterways for the Sheriff's Office annual Boating Safety and Enforcement Program.

FUNDING: State of California Department of Parks and Recreation Division of Boating and Waterways Boating Safety and Enforcement Financial Aid and County Boat Taxes.

33. 21-0686 Sheriff's Office recommending the Board approve and authorize the Chair to sign the negotiated Memorandum of Understanding between the El Dorado County Sheriff's Office (EDSO) and Rescue Union School District (RUSD) to provide reimbursement for a not to exceed amount of $205,950 from EDSO to RUSD for activities related to the Anti-Marijuana Youth Outreach Pilot Program funded by EDSO's Proposition 64 grant.

FUNDING: BSCC Proposition 64 Public Health and Safety Grant Program.

END CONSENT CALENDAR

DEPARTMENT MATTERS (Items in this category may be called at any time)

34. 21-0369 Department of Transportation recommending the Board adopt and authorize the Chair to sign Resolution **027-2021** to designate three Green Zones as a part of the Sacramento Area Council of Governments (SACOG) Green Means Go pilot program. (Cont. 4/13/2021, Item 20)

FUNDING: N/A

Staff requesting this matter be Continued off calendar.

35. 20-0526 Chief Administrative Office recommending the Board receive an update from County Departments on the operational impacts of COVID-19 and provide direction to staff if necessary. (Cont. 4/6/2021, Item 38)

FUNDING: N/A

36. 21-0694 Supervisor Novasel recommending the Board approve and authorize the Chair to sign a Proclamation declaring May - October 2021 as the Lake Tahoe Basin Wildfire Awareness Campaign.

37. 21-0726 Supervisor Hidahl recommending the Board adopt and authorize the Chair to sign a Proclamation recognizing May as Wildfire Awareness Month.

10:00 A.M. TIME ALLOCATION (Items will not be heard prior to time stated)

38. 21-0704 Supervisor Thomas recommending the Board receive a presentation from the 2020-21 El Dorado County Youth Commission and present certificates of recognition to each Commissioner. The purpose of their presentation is to report out on their activities and accomplishments during the current school year.

10:30 A.M TIME ALLOCATION (Items will not be heard prior to the time stated)

39. 21-0601 Health and Human Services Agency recommending the Board:
1) Adopt and authorize the Chair to sign a Proclamation recognizing May 2021 as “Mental Health Month” in the County of El Dorado;
2) Receive a presentation from Behavioral Health staff about our clients' lived experiences; and
3) Receive a presentation from the National Alliance on Mental Illness El Dorado County recognizing El Dorado County Sheriff's Deputy Jeff Whitlock with their proclamation for his work contributing to programs that intersect law enforcement and mental illness.

FUNDING: N/A.

11:00 A.M. TIME ALLOCATION (Items will not be hear prior to time stated)

40. 21-0691 HEARING - To consider an appeal from the April 9, 2021 decision of the Administrative Hearing Officer in Code Enforcement case CE20-0198 (Exhibit E). The appeal is filed by Thomas Swett, attorney for property owner All About Equine, and challenges the ruling of the Hearing Officer upholding Code Enforcement determination that the gate placed by All About Equine across a non-county maintained public right-of-way requires a permit under El Dorado County Code section 130.30.030.

Planning and Building Department recommending the Board:
1) Find that the gates in question are in violation of County Code Section 130.30.030; and
2) Deny the appeal and uphold the decision of the Hearing Officer.

1:00 P.M. TIME ALLOCATION (Items will not be heard prior to time stated)

OPEN FORUM

Open Forum is an opportunity for members of the public to address the Board of Supervisors on subject matter that is not on their meeting agenda and within their jurisdiction. Public comments during Open Forum are limited to three minutes per person. The total amount of time reserved for Open Forum is 20 Minutes.

41. 21-0565 Planning and Building Department, Planning Division, submitting a request for a voluntary pre-application conceptual review pursuant to Board Policy J6 for Bass Lake Regional Park (PA20-0006). The property is located between Bass Lake Road and Serrano Parkway, approximately 1.5 miles due north of U.S. Highway 50. APNs: 123-400-001, 115-400-025, 115-400-026, 115-400-021, and 115-400-002. Staff recommends that the Board take the following actions:
1) Evaluate the submitted Conceptual Review under Pre-Application PA20-0006 for the Bass Lake Regional Park; and
2) Provide the Applicant with initial feedback on the proposed project.
(Supervisorial District 1)

FUNDING: Applicant funded.

ITEMS TO/FROM SUPERVISORS (May be called at any time during the meeting)

CAO UPDATE (May be called at any time during the meeting)

ADJOURNMENT

CLOSED SESSION

42. 21-0696 **Pursuant to Government Code Section 54956.8 - Conference with Real Property Negotiator**:
Properties: 3050-3066 Lake Tahoe Blvd., South Lake Tahoe, CA (APN 026-050-005) and 1170 Rufus Allen Blvd., South Lake Tahoe, CA (APN 026-050-003) (commonly known as 56 Acres Campground)
County Negotiator: Don Ashton, Chief Administrative Officer, or designee
Negotiating Parties: South Lake Tahoe City Manager or designee
Under Negotiation: Price and terms of payment for sale or lease. (Est. Time: 15 Min.)

43. 21-0689 **Pursuant to Government Code Section 54957- Public Employee Appointment.** Title: Director of Human Resources. (Est. Time: 15 Min.)

On August 19, 2003, the Board adopted the following protocol: It is a requirement that all speakers, County staff and the public, when approaching the podium to make a visual presentation to the Board of Supervisors, must provide the Clerk with the appropriate number of hard copies of the presentation for Board members and the audience.

ADDENDUM

LAND USE AND DEVELOPMENT - CONSENT ITEMS

There has been a change to the title of item 29.

29. 21-0695 Planning and Building Department, Planning Division, submitting for approval of the Final Map (TM-F20-0007) for Serrano Village J7, creating a total of 65 residential lots, five private street lots, and six miscellaneous lots, on property identified by Assessor's Parcel Number's 123-040-010 and 123-040-011 located on the south side of Bass Lake Road, approximately 250-feet south of the intersection with Bridlewood Canyon Drive within the Serrano Master Planned Community, in the El Dorado Hills area, and staff recommending the Board take the following actions:
1) Approve Final Map TM-F20-0007 for Serrano Village J7 (Exhibit D);
2) Approve and authorize the Chair to sign the Agreement to Make Subdivision Improvements (Attachment B);
3) Approve and authorize the Chair to sign the Deferred Frontage Improvement Agreement (Attachment E); ~~and~~
4) Approve and authorize the Chair to sign the Deferred Road Improvement Agreement (Attachment F); and
5) Approve and authorize the Chair to sign the Agreements for Acceptance of Drainage Easements and Acceptance of Roads (Attachments H and I).
(Supervisorial District 1)

FUNDING: Developer-Funded Subdivision Improvements.

File #:	21-0220 Version: 1		
Type:	Agenda Item	Status:	Consent Calendar
File created:	2/5/2021	In control:	Board of Supervisors
On agenda:	5/4/2021	Final action:	
Title:	Health and Human Services Agency (HHSA) recommending the Board: 1) Adopt and authorize the Chair to sign Resolution 037-2021, authorizing HHSA to apply for the Community Development Block Grant - COVID (CDBG-CV) Rounds 1, 2, and 3, administered by the California Department of Housing and Community Development (HCD) for the purpose of acquiring a property to be utilized for transitional housing in response to COVID-19; 2) Approve and authorize the Chair to sign Memorandum of Understanding 5627 with the City of Placerville, which authorizes HHSA to act as the Administrative Entity for the City Allocation of CDBG-CV through HCD, with a term of one (1) year upon execution and no remuneration between the parties; and 3) Contingent upon concurrence by County Counsel and Risk Management, delegate authority to the Director of HHSA or designee to: a) Execute the "CDBG-CV1 Application Certification and Statement of Assurances"; b) If awarded, accept a County allocation award estimated to be $1...		
Attachments:	1. A - Approved CRS for CDBG-CV Resolution 05-04-21, 2. B - CDBG-CV Resolution 05-04-21, 3. C - 2020 CDBG-CV Application Certifications and Statement of Assurances 05-04-21, 4. D - 2020 CDBG-CV Rounds 2 and 3 NOFA 05-04-21, 5. E - Approved CRS MOU 5627 05-04-21, 6. F - CDBG CV MOU 5627 05-04-21, 7. G - City of Placerville Resolution 8953 05-04-21		

History (0) Text

0 records

Date	Ver.	Action By	Action	Result	Action Details	Meeting Details	Video
No records to display.							

CDBG-CV

PROPOSED PROJECT WITH CITY OF PLACERVILLE AND COUNTY OF EL DORADO

APPLICATION DUE MAY 7TH, 2021

CDBG- CV 2/3

El Dorado County has $1,829,794 available

- $362,934 is CV1 remainder
- $1,106,374 is CV2
- $360,486 CV3 allocation

City of Placerville- $421,363

- $83,576 is CV1 remainder
- $254,775 is CV2
- $83,012 is CV3 allocation

Total Funding- $2,251,157

Milestone: 100% expenditure by August 1, 2022

Application due 5/7

Must have a COVID-19 Connection.

Current plan: Public Facilities Acquisition for Transitional Housing

CDBG- CV 2 and 3

The CDBG-CV2 and CV3 Notice of Funding Availability (NOFA) provides funding ONLY for the following activities:

- Assistance to businesses and microenterprises impacted by COVID-19 stay-at-home orders and shut-down
- Public services related to COVID-19 support- including homeless shelter operations.
- Facility and infrastructure improvements related to COVID-19 impacts
- Public facility acquisition, including healthcare facilities, emergency shelters, and housing for persons experiencing homelessness in response to COVID-19 impacts.
- Acquisition and/or rehabilitation of Low- and Moderate-Income Housing in response to COVID-19 impacts on vulnerable populations or individuals including households experiencing homelessness.

The Plan

Project must have a direct need related to COVID-19

CDBG-CV requires a location

- Acquire a property
  - It is possible that the initial assessments may result in a recommendation not to pursue.
  - Other properties would be explored.
- Make necessary modifications for Transitional/Interim Housing
  - Anticipate those modifications will be minimal.
- RFQ will be made available early May for Site Operations and Case Management

Questions and Public Comment

Any questions?

File #:	21-0220 Version: 1		
Type:	Agenda Item	Status:	Consent Calendar
File created:	2/5/2021	In control:	Board of Supervisors
On agenda:	5/4/2021	Final action:	
Title:	Health and Human Services Agency (HHSA) recommending the Board: 1) Adopt and authorize the Chair to sign Resolution 037-2021, authorizing HHSA to apply for the Community Development Block Grant - COVID (CDBG-CV) Rounds 1, 2, and 3, administered by the California Department of Housing and Community Development (HCD) for the purpose of acquiring a property to be utilized for transitional housing in response to COVID-19; 2) Approve and authorize the Chair to sign Memorandum of Understanding 5627 with the City of Placerville, which authorizes HHSA to act as the Administrative Entity for the City Allocation of CDBG-CV through HCD, with a term of one (1) year upon execution and no remuneration between the parties; and 3) Contingent upon concurrence by County Counsel and Risk Management, delegate authority to the Director of HHSA or designee to: a) Execute the "CDBG-CV1 Application Certification and Statement of Assurances"; b) If awarded, accept a County allocation award estimated to be $1...		
Attachments:	1. A - Approved CRS for CDBG-CV Resolution 05-04-21, 2. B - CDBG-CV Resolution 05-04-21, 3. C - 2020 CDBG-CV Application Certifications and Statement of Assurances 05-04-21, 4. D - 2020 CDBG-CV Rounds 2 and 3 NOFA 05-04-21, 5. E - Approved CRS MOU 5627 05-04-21, 6. F - CDBG CV MOU 5627 05-04-21, 7. G - City of Placerville Resolution 8953 05-04-21		

Title
Health and Human Services Agency (HHSA) recommending the Board:
1) Adopt and authorize the Chair to sign Resolution **037-2021**, authorizing HHSA to apply for the Community Development Block Grant - COVID (CDBG-CV) Rounds 1, 2, and 3, administered by the California Department of Housing and Community Development (HCD) for the purpose of acquiring a property to be utilized for transitional housing in response to COVID-19;
2) Approve and authorize the Chair to sign Memorandum of Understanding 5627 with the City of Placerville, which authorizes HHSA to act as the Administrative Entity for the City Allocation of CDBG-CV through HCD, with a term of one (1) year upon execution and no remuneration between the parties; and
3) Contingent upon concurrence by County Counsel and Risk Management, delegate authority to the Director of HHSA or designee to:
a) Execute the "CDBG-CV1 Application Certification and Statement of Assurances";
b) If awarded, accept a County allocation award estimated to be $1,829,794 and a City allocation award estimated to be $421,363; and
c) Execute any subsequent grant agreement and administrative documents with a term to be determined, as well as any subsequent amendments to the funding agreement as required by HCD.

FUNDING: Federal Funding administered by the State of California Department of Housing and Community Development, authorized pursuant to the Coronavirus Aid, Relief, and Economic Security (CARES) Act, signed into law March 27, 2020.

Body

DISCUSSION / BACKGROUND

The State of California, Department of Housing and Community Development (HCD) recently issued a Notice of Funding Availability (NOFA) for the Community Development Block Grant Program - Coronavirus, Aid, Relief, Economic Security Act 2020 (CDBG-CV), for Rounds 1, 2 and 3. The NOFA allows El Dorado County to propose a project activity to be paid with CDBG's pre-determined allocations which total $1,829,794 from the three funding rounds. The NOFA similarly allows the City of Placerville to propose projects to be paid with their pre-determined allocations, totaling $421,363 from the same funding rounds. The funding opportunity encourages collaboration between jurisdictions, allowing for the City of Placerville to partner with El Dorado County to act as the Administrative Entity for the City allocation to support a joint application and funded project. CDBG-CV project types can focus on Economic Development, Public Facilities, Public Services, and Housing Acquisition/Rehabilitation. The applications may include up to four of these project types and are due by May 7, 2021. Lastly, the NOFA strongly encourages applicants to coordinate and collaborate with the local Continuum of Care (CoC) to prioritize the needs of Californians experiencing homelessness or at imminent risk of homelessness, who need access to housing and shelter in order to mitigate the impacts of COVID-19.

In response to COVID-19, and in collaboration with the CoC, local health care partners, and other community partners, Non-Congregate Shelter (NCS) efforts have been operating since April 2020 to provide interim housing and services for medically vulnerable individuals experiencing homelessness during the pandemic. Since opening, 124 individuals have entered into the program, countywide. Of those, 32 individuals exited at some point by choice; 7 individuals left without providing any reason or data, 2 individuals were incarcerated, and 1 individual is deceased. For the other 82 individuals that entered NCS and were able to take full advantage of the program, 26 of the 82 individuals (31.7%) have exited to a housing destination and 3 individuals (3.7%) have exited to a nursing home or detox program, while 53 individuals (64.6%) remain in NCS. Though the primary purpose of the program is to prevent and reduce the spread of COVID-19 in the community, it is evident that participants have also benefitted from the supportive services as many have already accessed housing destinations, with the remaining participants continuing to take steps toward permanent solutions. Through this success, NCS has been identified as an effective strategy in aiding to reduce populations in encampments and the overall number of individuals experiencing unsheltered homelessness by having an available short-term program that works toward permanent solutions. Having recognized the program's effectiveness in this regard, HHSA intends on utilizing the CDBG-CV funding to continue NCS on an ongoing basis, ensuring that the opportunity for eliminating homelessness for those served in the program can remain available. In collaboration, the City of Placerville has showed their support of financially partnering on this joint project by authorizing HHSA to act as the Administrative Entity for their CDBG-CV funding allocation award via City Resolution 8953, approved by the City Council at their regular meeting held on April 13, 2021.

Both the City and County CDBG-CV allocations may now be combined for the acquisition of a property to continue NCS for El Dorado residents. Currently with the NCS project on the western slope, it costs approximately $40,000 per month to provide daily meals, onsite security services, and case management and supportive services for 26 households at a time. Outside State and Federal grant funding pays for these services, with no Net County Cost impacts, and NCS services would continue through outside grant funding. Should the program continue, it is also expected that operating costs will be reduced over time through staffing measures being developed by HHSA staff that are dedicated to homelessness programming. Given the lack of available housing stock, affordable housing, and other immediately available supportive housing programs, continuing NCS would fill some of the current need that exists for helping homeless individuals on a path to reaching self-sufficiency. Therefore, as a result of supporting NCS since April 2020, its ongoing success, and this unique opportunity to creatively leverage Federal funding in partnership with the City of Placerville, HHSA is proposing to purchase and rehabilitate a motel site with the intent to later

contract with uniquely qualified community- based organizations that have expertise in responsibly managing this program type in support of the community.

ALTERNATIVES
Should the Board decline to approve the described actions, HHSA would be unable to apply for an estimated total of $2,251,157 in Federal Funding through the CDBG -CV program to continue offering NCS. As a result, the NCS program would close in June 2021 and program participants would lose the opportunity to remain supported with interim housing and supportive services during the pandemic, making it far more difficult to access permanent housing programs.

PRIOR BOARD ACTION
N/A

OTHER DEPARTMENT / AGENCY INVOLVEMENT
Approved by County Counsel

CAO RECOMMENDATION / COMMENTS
Approve as recommended.

FINANCIAL IMPACT
CDBG-CV funding would pay for the purchase, conversion, and rehabilitation of an eventual identified property to turn a motel into an interim supportive housing program. Only Federal or State grant funding would be utilized to afford the acquisition and all site based services.

There would be no Net County Cost impact associated with this effort.

CLERK OF THE BOARD FOLLOW UP ACTIONS
1) Clerk of the Board to obtain Chair's signature on two (2) originals of the Resolution for CDBG-CV grant application.
2) Clerk of the Board to send one original resolution back to HHSA, Attn: Contracts.

STRATEGIC PLAN COMPONENT
Healthy Communities

CONTACT
Don Semon, Director

Agreement # Resolution

Legistar # 21-0220

AGREEMENT
CONTRACT ROUTING SHEET

Date Prepared: 02/05/2021

Need Date: 02/12/2021

PROCESSING DEPARTMENT:

Department: Health and Human Svcs Agency
Dept. Contact: Jason Stalder
Phone: x7147
Department Head Signature: Nita Wracker MBA CPA
Digitally signed by Nita Wracker MBA CPA
Date: 2021.02.08 09:47:53 -08'00'

CONTRACTOR:

Name: CA Dept of Housing & Community Development
Address: 9342 Tech Center Drive, Suite 500,
Sacramento, CA 95826
Phone: (800) 952-8356

Org Code:
Project # (if applicable):

Funding Source: CDBG - CV

CONTRACTING DEPARTMENT: Health and Human Services Agency
Service Requested: N/A
Description: Resolution authorizing signature on grant documents as required by HCD
Contract Term: N/A
Contract Value: $ 1,817,108.00

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: ☑ Disapproved: ☐ Date: 02/11/2021 By: Paula Frantz
Digitally signed by Paula Frantz
Date: 2021.02.11 12:04:22 -08'00'

Approved: ☐ Disapproved: ☐ Date: By:

HR APPROVAL: WILL BE REVIEWED THROUGH WORKFLOW

RISK MANAGEMENT: WILL BE REVIEWED THROUGH WORKFLOW

PLEASE EMAIL FOR PICK-UP cao-contracts-newrequests@edcgov.us Thank you!

RESOLUTION NO.

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

A RESOLTUION APPROVING AN APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THRETO FROM THE 2020 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM – CORONAVIRUS RESPONSE ROUND 2 and 3 (CDBG-CV2 and CV3) NOFA DATED DECEMBER 18, 2020.

BE IT RESOLVED by the County Board of Supervisors of the County of El Dorado as follows:

SECTION 1:

The County Board of Supervisors has reviewed and hereby approves the submission to the State of California of one application in the aggregate amount, not to exceed, of $1,829,794.00 for the following CDBG-CV2 and CV3 activities pursuant to the December 2020 CDBG-CV2/3 Notice of Funding Availability (NOFA):

List of activities and amounts

Public Facilities – Transitional Housing	$1,829,794.00

SECTION 2:

The County hereby approves the use of Program Income in an amount not to exceed $1,829,794.00 for the CDBG-CV2 and CV3 activities described in Section 1.

SECTION 3:

The County acknowledges compliance with all state and federal public participation requirements in the development of its application(s).

SECTION 4:

The County hereby authorizes and directs the Director of Health and Human Services Agency, or designee*, to execute and deliver all applications and act on the County's behalf in all matters pertaining to all such applications.

SECTION 5:

If an application is approved, the Director of Health and Human Services Agency, or designee, is authorized to enter into, execute and deliver the grant agreement (i.e., Standard Agreement) and any and all subsequent amendments thereto with the State of California for the purposes of the grant.

SECTION 6:

If an application is approved, the Director of Health and Human Services Agency, or designee, is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with the grant.

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the 4th day of May, 2021, by the following vote of said Board:

AYES:
ABSENT:

NOES:
ABSTAIN:

_____
John Hidahl, Chair
Board of Supervisors

STATE OF CALIFORNIA
County of El Dorado

I, Kim Dawson, Clerk of the County of El Dorado, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said County of El Dorado Board of Supervisors, on this 4th day of May, 2021.

_____
Kim Dawson,
Clerk of the County of El Dorado,
State of California

By: _____

Appendix J: CDBG-CV1 Application Certifications and Statement of Assurances

Complete and fully execute the attached CDBG-CV Application Certifications and Statement of Assurances. The executed statement must be uploaded as a threshold document in the application. The document **may not** be modified.

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF FINANCIAL ASSISTANCE
2020 W. El Camino Avenue, Suite 200
Sacramento, CA 95833
(855) 333-CDBG (2324)/ FAX (916) 263-2763
www.hcd.ca.gov

CDBG-CV1 Application Certifications and Statement of Assurances

The applicant, _____County of El Dorado_____, herby certifies the following:

1. **Legal Authority:**
   It possesses the legal authority to apply for and execute the proposed activity(s) in the application.

2. **Application Authorization:**
   Its governing body has duly adopted or passes as an official act or resolution, motion, or similar action authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the applicant's chief executive officer or other designee to act in connection with the application and to provide such additional information as may be required.

3. **Citizen Participation:**
   It has or will comply with all citizen participation requirements, which include, at a minimum, the following components:

   A. Provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blight areas and of areas in which CDBG funds are proposed to be used, and provides for participation of residents in low- and moderate-income neighborhoods as defined by the local jurisdiction – and

   B. Provides citizens with reasonable ADA compliant and timely access to local meetings, information, and records relating to the grantee's proposed use of funds, as required by CDBG regulations, and relating to the actual use of funds under this title – and

   C. Provides for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals with the level and type of assistance to be determined by the grantee – and

D. Provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program. These include at least the development of needs, the review of proposed activities, and review of program performance, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries and with accommodation for the handicapped. This shall include one public meeting during the program design, annual performance report preparation, and formal amendments. A public hearing shall be conducted prior to application submittal – and

E. Solicits and provides for a timely written answer to written complaints and grievances, within 15 working days where practicable – and

F. Identifies needs of limited-English speaking residents will be met in the case of public hearings where limited-English speaking residents can reasonably be expected to participate.

4. National Objective:

It has developed its CDBG Program so as to primarily benefit targeted income person and households and each activity in the program meets one of the three national objectives: benefit to low-and moderate-income persons, elimination of slums and blight, or meets an urgent community need (with prior Department approval) certified by the grantee as such.

5. NEPA Environmental Review:

It consents to assume, and hereby assumes the responsibilities for environmental review and decision-making in order to ensure timely compliance with NEPA by following the procedures for recipients of block grant funds as set forth in 24 CFR Part 58, titled "Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities." Also included in this requirement is compliance with Executive Order 11988 relating to the evaluation of flood hazards, Section 102(a) of the Flood Disaster Protection Act of 1973 (Public Law 93-234) regarding purchase of flood insurance, and the National Historic Preservation Act of 1966 (16 USC 470) and implementing regulations (36 CFR §800.8).

6. Audit/Performance Findings:

. It certifies that the State Controller's Office (SCO) was in receipt of its complete Singe Audit Package by the NOFA application due date, or certifies that is exempt from the Single Audit requirements set forth in 2 CFR Part 200.

7. Growth Control:

It certifies that there is no plan, ordinance, or other measure in effect which directly limits, by number, the building permits that may be issued for residential construction or the buildable lots which may be developed for residential purposes; or if such a plan, ordinance, or measure is in effect, it will either be rescinded before receiving funds, or it need not be rescinded because it:

A. Imposes a moratorium on residential construction, to protect health and safety, for a specified period of time which will end when health and safety is no longer jeopardized; or

B. Creates agricultural preserves under Chapter 7 (commencing with Section 51200) of Part 2 of Division 1 of Title 5 of the Government Code; or

C. Was adopted pursuant to a specific requirement of a State or multi-State board, agency, department, or commission; or

D. The applicant has an adopted housing element which the Department has found to be in compliance, unless a final order has been used by a court in which the court determined that it is not in compliance with Article 10.6 of Chapter 3 of Division 1 of Title 7 of the Government Code, commencing with section 65580.

8. Uniform Administrative Requirements:

It will comply with the regulations, policies, guidelines and requirements of 2 CFR Part 200 and 24 CFR Part 85 and the CDBG Program Guidelines.

9. Nondiscrimination:

It shall comply with the following regarding nondiscrimination laws and practices as may be amended from time to time:

A. Title VI of the Civil Rights Act of 1964 (Public Law 88-352).

B. Title VIII of the Civil Rights Act of 1968 (Public Law 90-284) as amended; and will administer all programs and activities related to housing and community development in a manner affirmatively furthering fair housing.

C. Section 109 of the Housing and Community Development Act of 1974, as amended.

D. Section 3 of the Housing and Urban Development Act of 1968, as amended.

E. Executive Order 11246, as amended by Executive Orders 11375 and 12086.

F. Executive Order 11063, as amended by Executive Order 12259.

G. Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112), as amended, and implementing regulations.

H. The Age Discrimination Act of 1975 (Public Law 94-135).

10. Anti-Displacement/Relocation:

It will comply with the Federal Relocation Act (42 U.S.C. 4601 et seq.).

11. Labor Standards:

It will comply with the following regarding labor standards as may be amended from time to time:

A. Section 110 of the Housing and Community Development Act of 1974, as amended.

B. Section 1720, et seq. of the California Labor Code regarding public works labor standards.

C. Davis-Bacon and Related Acts as amended (40 U.S.C. §276(a)) regarding the payment of prevailing wage rates.

D. Contract Work Hours and Safety Standards Act (40 U.S.C. §3702) regarding overtime compensation.

E. Anti-Kickback Act of 1934 (41 U.S.C. §51-58) prohibiting "kickbacks" of wages in federally assisted construction activities.

12. Architectural Barriers:

It will comply with the Architectural Barriers Act of 1968 (42 U.S.C. §4151 et seq.) and implementing regulations (24 CFR Parts 40-41)

13. Conflict of Interest:

It will enforce standards for conflicts of interest which govern the performance of their officers, employees, or agents engaged in the award and administration, in whole or in part, of State CDBG grant funds (24 CFR §570.611).

14. Limitations on Political Activities:

It will comply with the Hatch Act (5 U.S.C. §1501, et seq.) regarding political activity of employees.

15. Lead-Based Paint:

It will comply with the Lead-Based Paint Regulations (24 CFR Part 35), which prohibit the use of lead-based paint on projects funded by the program.

16. Debarred Contractors:

It certifies that neither the applicant or its staff are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federal assistance programs, in any proposal submitted in connection with the CDBG program, per the Excluded Party List System located at https://www.sam.gov/SAM/. In addition, the applicant will not award contracts to or otherwise engage the services of any contractor while that contractor (or its principals) is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation from the covered transaction, in any proposal submitted in connection with the CDBG program under the provisions of 24 CFR Part 24.

17. Inspection of Grant Activities:

It will give HUD, the Comptroller General, the State Department of Housing and Community Development, or any of their authorized representatives access to and the right to examine all records, books, papers, or documents related to the grant.

18. Cost Recovery:

It will not attempt to recover any capital costs of public improvements assisted in whole or part with CDBG funds by assessing any amount against properties owned and occupied by persons of low- and moderate-income including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:

A. CDBG funds received are used to pay the proportion of such fee or assessment that relates to the capital costs of public improvements that are financed from revenue sources other than CDBG funds; or

B. For purposes of assisting any amount against properties owned and occupied by persons of low- and moderate-income who are not persons of very low income, that it lacks sufficient funds received from CDBG Program to comply with the requirements of this clause.

19. Procurement:

It will follow the federal procurement policies per 2 CFR 200.320

20. Excessive Force:

It will adopt and enforce policies:

A. Prohibiting the use of excessive force by its law enforcement agencies against individuals engaged in non-violent civil rights demonstrations; and

B. Enforcing applicable State and local law against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstration within its jurisdiction.

21. Anti-Lobbying:

A. It certifies and agrees that no federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, 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 of employee of any agency, a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

22. Compliance with Laws:

The jurisdiction will comply with all applicable laws, rules, and regulations governing the activities being applied for herein.

I hereby certify under penalty of perjury that all information contained in this Statement of Assurances (including all supporting documentation) is true and correct. I understand and acknowledge that making false statements on this certification, including any documents submitted in support of it, is a crime under federal and California state laws, which may result in criminal prosecution and fines.

Don Semon

Printed Name of Authorized Representative (*per the Resolution*)

	Director	
Signature	Title	Date

Agreement # 5627

Legistar # 21-0572

AGREEMENT
CONTRACT ROUTING SHEET

Date Prepared: 04/01/2021

Need Date: 04/05/2021

PROCESSING DEPARTMENT:

Department: HHSA
Dept. Contact: Ashley Wells
Phone: x6906
Department Head Signature: Nita Wracker MBA CPA
Digitally signed by Nita Wracker MBA CPA
Date: 2021.03.31 16:43:21 -07'00'
Nita Wracker, MBA, CPA
Agency Chief Fiscal Officer

CONTRACTOR:

Name: City of Placerville
Address: 3101 Center Street
Placerville, CA 95667
Phone: 530-642-5200

Org Code: 5210
Project # (if applicable):
Funding Source: CDBG-CV

CONTRACTING DEPARTMENT: HHSA - Community Services
Service Requested: MOU
Description: Roles and Responsibilities: Community Development Block Grant - Coronavirus (CDBG-CV) Funding
Contract Term: Execution - One Year
Contract Value: $ 0.00

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: ☑ Disapproved: ☐ Date: 04/02/2021 By: Paula Frantz
Digitally signed by Paula Frantz
Date: 2021.04.02 10:03:53 -07'00'

Approved: ☐ Disapproved: ☐ Date: By:

HR APPROVAL: WILL BE REVIEWED THROUGH WORKFLOW

RISK MANAGEMENT: WILL BE REVIEWED THROUGH WORKFLOW

PLEASE EMAIL FOR PICK-UP hhsa-contracts@edcgov.us Thank you!

MEMORANDUM OF UNDERSTANDING #5627
Community Development Block Grant - Coronavirus (CDBG-CV) Funding

THIS MEMORANDUM OF UNDERSTANDING (MOU) made and entered into by and between the County of El Dorado, a political subdivision of the State of California, Health and Human Services Agency (hereinafter referred to as "HHSA"), and the City of Placerville (hereinafter referred to as "City");

R E C I T A L S

WHEREAS, The City has been allocated $421,363 in Community Development Block Grant – Coronavirus (CDGB-CV) Funding. These funds represent the combined allocation of three (3) rounds of funding with $83,576 from round one (1), $254,775 from round two (2), and $83,012 from round three (3); and

WHEREAS, To most effectively address the needs of persons experiencing homelessness in this community, City agrees to provide this funding to County so that it may be combined with the El Dorado County allocation for the acquisition of a property to provide Transitional Supportive Housing (TSH) in El Dorado County and to be used to reduce populations in encampments in Placerville.

WHEREAS, the City has identified and has authorized El Dorado County Health and Human Services Agency (HHSA) to act as the Administrative Entity for the CDBG-CV funding, administered by the California Department of Housing and Community Development via Resolution 8953 approved by the City on April 13, 2021, attached hereto and incorporated by reference herein; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

NOW, THEREFORE, County and City mutually agree as follows:

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ARTICLE I
Responsibilities:

A. County agrees to:
    1. As the Administrative Entity for the City, County shall apply for CDBG-CV funding through the California Department of Housing and Community Development, on behalf of City,

B. City agrees to:
    1. City shall, in accordance with City Resolution 8953, authorize County to combine its CDBG-CV funds with the El Dorado County allocation for the acquisition of a property to provide Transitional Supportive Housing (TSH) in El Dorado County and to be used to reduce populations in encampments in Placerville.

ARTICLE II
Term: This MOU shall become effective upon final execution by both parties hereto and shall expire one (1) year thereafter.

ARTICLE III
Fiscal: There shall be no remuneration between the parties hereto.

ARTICLE IV
Changes to MOU: This MOU may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE V
Default, Termination, and Cancellation: Termination or Cancellation without Cause: Either party may terminate this MOU in whole or in part upon seven (7) calendar days written notice by County without cause. Upon receipt of a Notice of Termination, County and City shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

ARTICLE VI
Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
Health and Human Services Agency
3057 Briw Road, Suite B
Placerville, CA 95667
ATTN: Contracts Unit

or to such other location as the County directs.

Notices to City shall be addressed as follows:

CITY OF PLACERVILLE
3101 Center Street
Placerville, CA 95667
ATTN: Cleve Morris

or to such other location as City directs.

ARTICLE VII
Change of Address: In the event of a change in address for City's principal place of business, City shall notify County in writing pursuant to the provisions contained in this MOU under the Article titled "Notice to Parties". Said notice shall become part of this MOU upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the MOU shall be necessary provided that such change of address does not conflict with any other provisions of this MOU.

ARTICLE VIII
Indemnity: City shall indemnify, defend and hold harmless County, its officers, agents, employees and representatives from and against any and all claims, losses, liabilities or damages, demands and actions including payment of reasonable attorney's fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent or willful act or omission of City, its officers, agents, employees, subcontractors, or anyone directly or indirectly employed by any of them.

County shall indemnify, defend and hold harmless City, its officers, agents, employees and representatives from and against any and all claims, losses, liabilities or damages, demands and actions including payment of reasonable attorney's fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent or willful act or omission of County, its officers, agents, employees, subcontractors, or anyone directly or indirectly employed by any of them.

ARTICLE IX
Insurance: All parties to this MOU are self-insured and shall provide a letter of self-insurance, if requested to do so by the other party during the term of this MOU.

ARTICLE X
Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by City under this MOU shall participate in or attempt to influence any decision relating to this MOU which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this MOU or the proceeds thereof.

ARTICLE XI

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by City under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XII

Conflict of Interest: The parties to this MOU have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. City attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this MOU. County represents that it is unaware of any financial or economic interest of any public officer or employee of City relating to this MOU. It is further understood and agreed that if such a financial interest does exist at the inception of this MOU either party may immediately terminate this MOU by giving written notice as detailed in the Article in the MOU titled, "Default, Termination and Cancellation".

ARTICLE XIII

Taxpayer Identification Number (Form W-9): All independent contractors or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

ARTICLE XIV

County Business License: It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

ARTICLE XV

Administrator: The County Officer or employee with responsibility for administering this MOU is Alyson McMillan, MSW, Program Manager, or successor.

ARTICLE XVI

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

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

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

ARTICLE XIX
No Third Party Beneficiaries: Nothing in this MOU is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.

ARTICLE XX
Counterparts: This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

ARTICLE XXI
Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire MOU between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

Requesting Contract Administrator Concurrence:

By: _____ Dated: _____

Alyson McMillan, MSW
Program Manager
Health and Human Services Agency

Requesting Department Head Concurrence:

By: _____ Dated: _____

Don Semon
Director
Health and Human Services Agency

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____
Chair
Board of Supervisors
"County"

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: _____ Dated: _____
Deputy Clerk

-- CITY OF PLACERVILLE --

Dated: _____

By: _____
Dennis Thomas, Mayor
City of Placerville
"City"

ATTEST:
Regina O'Connell, City Clerk

By: _____ Dated: _____
City Clerk

(AMW)

RESOLUTION NO. 8953

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACERVILLE APPROVING AN APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE 2020 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM – CORONAVIRUS RESPONSE ROUND 2 AND 3 (CDBG-CV2 AND CV3) NOFA DATED DECEMBER 18, 2020

BE IT RESOLVED by the City Council of the City of Placerville as follows:

SECTION 1:

The City Council has reviewed and hereby approves the submission to the State of California of one application in the aggregate amount, not to exceed, of $421,363 for the following CDBG-CV2 and CV3 activities pursuant to the December 2020 CDBG-CV2/3 Notice of Funding Availability (NOFA):

List of activities and amounts

Public Facilities – Transitional Housing	$421,363

SECTION 2:

The City hereby approves the use of Program Income in an amount not to exceed $421,363 for the CDBG-CV2 and CV3 activities described in Section 1.

SECTION 3:

The City acknowledges compliance with all state and federal public participation requirements in the development of its application(s).

SECTION 4:

The City hereby authorizes and directs the El Dorado County Director of Health and Human Services Agency, or designee, to execute and deliver all applications and act on the City's behalf in all matters pertaining to all such applications.

SECTION 5:

If an application is approved, the El Dorado County Director of Health and Human Services Agency, or designee, is authorized to enter into, execute and deliver the grant agreement (i.e., Standard Agreement) and any and all subsequent amendments thereto with the State of California for the purposes of the grant.

SECTION 6:

If an application is approved, the El Dorado County Director of Health and Human Services Agency, or designee, is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with the grant.

The foregoing Resolution was introduced at a regular meeting of the City Council of the City of Placerville held on April 13, 2021, by Councilmember Saragosa who moved its adoption. The motion was seconded by Councilmember Borelli. The motion was passed and adopted by the following vote:

AYES: Borelli, Neau, Saragosa, Taylor, Thomas

NOES: None

ABSENT: None

ABSTAIN: None

Mayor Dennis Thomas
City Council of the City of Placerville

STATE OF CALIFORNIA
City of Placerville

ATTEST:

I, Regina O'Connell, Clerk of the City of Placerville, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said City Council on this 13th day of April, 2021.

Regina O'Connell,
Clerk of the City of Placerville,
State of California

El Dorado Opportunity Knocks (EDOK)
CoC Board Special Meeting
Minutes

April 27, 2021
4:30 pm - 5:00 pm

Pursuant to the California Governor's Executive Order N-29-20 this meeting was held via Zoom teleconference. An option to participate by telephone only was also be provided.

Meeting access information:
https://homebaseccc.zoom.us/j/99992698247
Dial in by phone: +1 669 900 6833
Meeting ID: 999 9269 8247

Attendees: Irina Naduhovskaya (Homebase), Aly McMillan (HHSA), Carolyn Wylie (Homebase), Ron Sachs, Frank Porter (Housing El Dorado), Ashley Smith (HHSA), Charlie McDonald (Upper Room Dining Hall), Cheyanne Lane(Tahoe Youth and Family Services), David ?, Eanad Lott (Live Violence Free), Emma Neville (TCH), Emma Owens, Jenny LaForce (Only Kindness), Jason Stalder (HHSA), Julia Hackett, Kristen Patterson, Margaret Lewis (EDOK Board), Michael Gamberg, Mike Lensing, Marissa Muscat (Barton Health/EDOK Board), Pam Maxwell, Peg Vanderkar, Ranell Brown (HHSA), Rene Evans (Only Kindness), Michael Boyd (EDOK Board), Kimberly (Tahoe homeless), Kristen Patterson, Supervisor John Hidahl (joined at the end), Chase Janvrin

Agenda Item	Notes
Additions to or Deletions from the Agenda – Action **EDOK Chair / 1 minute**	Meeting called to action at 4:30pm.
Approval of the Agenda – Action **EDOK Chair / 1 minute**	N/A
El Dorado County Community Development Block Grant (CDBG) Funds **Alyson McMillan**	CDBG-CV funding requires a site that will be dedicated to Transitional/Interim Housing program activities. Project must have a direct need related to COVID-19. Site being considered for CDBG-CV funded housing project: 5940 Pony Express Trl, Pollock Pines CA This is the first of two meetings to be held wherein community members have the opportunity to submit public comment regarding the proposed project site. Second public meeting will be the BOS meeting on May 8th 2021. Length of occupancy per participant/HH is estimated to be between 6-25 months RFQ will be made available early May for Site Operations and Case Management service contracts.

Community Feedback/Public Comments	Michael Gamberg (MG): Are there other sites being looked at other than the Pollock Pines motel? *Aly McMillan (AM): Yes, one other site was looked at but determined it was not recommended to move forward. We would look at other sites if the PP site is not recommended.* MG: So this is different than Homekey? *AM: It is. Homekey can be used for interim housing provided there is a plan for rehousing in the community. Per the 2019 NOFA. The FY 2020 NOFA has not yet been released.* MG: If PP is approved, would kitchenettes need to be inside for permanent housing? *AM: Modifications would be minimal with this site and this project. With permanent housing, additional modifications would be required.* Q (unknown participant): You mentioned a second location. Was it disqualified due to it's location? *A: It was disqualified due to the number of improvements needed in order to meet the requirements for being a shelter or housing site.* Q: Has there been a public forum for PP residents? *AM: No. At this point all that's been done, is a negotiator was approved for the acquisition by BOS in a closed door session. The site has not yet been approved by the BOS.* Frank Porter – Asks once a decision is made, will the RFQ for site operations go out? *AM: Part of the application is having a plan for site control. RFQ will go out in early May. Awards will not be made until we determine the acquisition site* Q (unknown participant): Have the guidelines for the RFQ been prepared? Will the RFQ allow for a consortium or collaboration of two or more organizations? A: TBD. RFQ is still in draft. Jenny Laforce (JL): Asks about a navigation center, will that be part of this particular project? AM: *No. But we are still looking at having a navigation center.* Kimberly: Asks which funds are being used for this? *AM: CDBG-CV round II and III. With carryover from round one.* Kimberly: Will there be a public meeting to discuss? AM: This is one of two public meetings. The second public meeting for public comment will be the BOS meeting on May 4th. Kimberly: Where was this meeting advertised? *Answered by Irina N. (Homebase): Notice of this meeting was posted online and announced twice via email to the EDOK listserv* Peg Vandekar: Timeline for expending these funds? *AM: It has a 24 month expenditure period. State recommends having all funds expended by August 2022. Because we are looking at a public facilities acquisition, it's going to be a one-time, lump sum*

expenditure.

AM (EDC): Reiterates the current stage is
Program identifies project (site?)
Facilities conducts an assessment and makes a recommendation to the BOS

If approved by BOS, goes to contracts, then a 90 day due diligence period. O

AM reiterates the acquisition process: First, the Program identifies project. Program goes to BOS to identify a negotiator. This is where we are currently, BOS approved a negotiator. Next, Facilities will conduct an assessment of the site (4-6 weeks). Facilities will make their recommendation to the BOS. BOS then needs to authorize contracts to begin contracting process (6 weeks), followed by 90 days of due diligence. If all goes according to plan, we are looking at a Fall 2021 acquisition.

Q: Is any of this funding going to operations?
A: No. This particular funding is strictly for acquisition costs.

Comment (Emma O. TCH): Expresses support of this project and proposal

AM: Any additional comments or questions?

JL: Why were there so few public meetings for this?
A: For this application, the requirement is to hold two public meetings. This serves as one, the second will be at a BOS meeting where public comments will be heard.

Q (Marisa Muscat): Is there any benefit for those who feel strongly about this project to provide feedback at the BOS meeting?
A: Yes. There will be an opportunity for public comment at the scheduled BOS meeting May 4th.

AM: Additional questions?

None.

Meeting adjourned at 5:00pm

RESOLUTION NO. 037-2021

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

A RESOLTUION APPROVING AN APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THRETO FROM THE 2020 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM – CORONAVIRUS RESPONSE ROUND 2 and 3 (CDBG-CV2 and CV3) NOFA DATED DECEMBER 18, 2020.

BE IT RESOLVED by the County Board of Supervisors of the County of El Dorado as follows:

SECTION 1:

The County Board of Supervisors has reviewed and hereby approves the submission to the State of California of one application in the aggregate amount, not to exceed, of $1,829,794.00 for the following CDBG-CV2 and CV3 activities pursuant to the December 2020 CDBG-CV2/3 Notice of Funding Availability (NOFA):

List of activities and amounts

Public Facilities – Transitional Housing	$1,829,794.00

SECTION 2:

The County hereby approves the use of Program Income in an amount not to exceed $1,829,794.00 for the CDBG-CV2 and CV3 activities described in Section 1.

SECTION 3:

The County acknowledges compliance with all state and federal public participation requirements in the development of its application(s).

SECTION 4:

The County hereby authorizes and directs the Director of Health and Human Services Agency, or designee*, to execute and deliver all applications and act on the County's behalf in all matters pertaining to all such applications.

SECTION 5:

If an application is approved, the Director of Health and Human Services Agency, or designee, is authorized to enter into, execute and deliver the grant agreement (i.e., Standard Agreement) and any and all subsequent amendments thereto with the State of California for the purposes of the grant.

SECTION 6:

If an application is approved, the Director of Health and Human Services Agency, or designee, is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with the grant.

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the 4th day of May, 2021, by the following vote of said Board:

AYES: Hidahl,Parlin, Novasel, Turnboo,Thomas
ABSENT: None

NOES: None
ABSTAIN: None

John Hidahl, Chair
Board of Supervisors

STATE OF CALIFORNIA
County of El Dorado

I, Kim Dawson, Clerk of the County of El Dorado, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said County of El Dorado Board of Supervisors, on this 4th day of May, 2021.

Kim Dawson,
Clerk of the County of El Dorado,
State of California

By: Kyra Schaefer

ATTEST: Kim Dawson
Clerk of the Board of Supervisors
By Kyra Schaefer
Kyra Schaefer, Deputy Clerk

RESOLUTION NO. 8953

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACERVILLE APPROVING AN APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE 2020 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM – CORONAVIRUS RESPONSE ROUND 2 AND 3 (CDBG-CV2 AND CV3) NOFA DATED DECEMBER 18, 2020

BE IT RESOLVED by the City Council of the City of Placerville as follows:

SECTION 1:

The City Council has reviewed and hereby approves the submission to the State of California of one application in the aggregate amount, not to exceed, of $421,363 for the following CDBG-CV2 and CV3 activities pursuant to the December 2020 CDBG-CV2/3 Notice of Funding Availability (NOFA):

List of activities and amounts

Public Facilities – Transitional Housing	$421,363

SECTION 2:

The City hereby approves the use of Program Income in an amount not to exceed $421,363 for the CDBG-CV2 and CV3 activities described in Section 1.

SECTION 3:

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SECTION 4:

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SECTION 6:

If an application is approved, the El Dorado County Director of Health and Human Services Agency, or designee, is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with the grant.

The foregoing Resolution was introduced at a regular meeting of the City Council of the City of Placerville held on April 13, 2021, by Councilmember Saragosa who moved its adoption. The motion was seconded by Councilmember Borelli. The motion was passed and adopted by the following vote:

AYES: Borelli, Neau, Saragosa, Taylor, Thomas

NOES: None

ABSENT: None

ABSTAIN: None

Mayor Dennis Thomas
City Council of the City of Placerville

STATE OF CALIFORNIA
City of Placerville

ATTEST:

I, Regina O'Connell, Clerk of the City of Placerville, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said City Council on this 13th day of April, 2021.

Regina O'Connell,
Clerk of the City of Placerville,
State of California

State of California
Financial Information System for California (FI$Cal)

GOVERNMENT AGENCY TAXPAYER ID FORM

2000 Evergreen Street, Suite 215
Sacramento, CA 95815
www.fiscal.ca.gov
1-855-347-2250

The principal purpose of the information provided is to establish the unique identification of the government entity.

Instructions: You may submit one form for the principal government agency and all subsidiaries sharing the same TIN. Subsidiaries with a different TIN must submit a separate form. Fields bordered in red are required. Hover over fields to view help information. Please print the form to sign prior to submittal. You may email the form to: vendors@fiscal.ca.gov, or fax it to (916) 576-5200, or mail it to the address above.

Principal Government Agency Name	County of El Dorado
Remit-To Address (Street or PO Box)	3057 Briw Rd, Suite B
City	Placerville
State	CA
Zip Code+4	95667

Government Type: ☐ City ☐ Special District ☐ Other (Specify) ☐ County ☐ Federal

Federal Employer Identification Number (FEIN): 946000511

List other subsidiary Departments, Divisions or Units under your principal agency's jurisdiction who share the same FEIN and receives payment from the State of California.

Dept/Division/Unit Name	Complete Address
Public Health Division of the Health and Human Services Agency	934 Spring St, Placerville, CA 95667 & 941 Spring St, Placerville, CA 95667
Behavioral Health Division of the Health and Human Services Agency	768 Pleasant Valley Rd, Suite 201, Diamond Springs, CA 95619
Community Services Division of the Health and Human Services Agency	3047 / 3057 Briw Rd, Placerville, CA 95667
Social Services Division of the Health and Human Services Agency	3057 Briw Rd, Suite A, Placerville, CA 95667

Contact Person	Robert Toscano	Title	Assistant Auditor-Controller
Phone number	530-621-5458	E-mail address	bob.toscano@edcgov.us
Signature	Bob Toscano	Date	03/24/2020

U.S. Department of Housing and Urban Development
451 Seventh Street, SW
Washington, DC 20410
www.hud.gov

espanol.hud.gov

Environmental Assessment
Determinations and Compliance Findings for HUD-assisted Projects
24 CFR Part 58

This is a suggested format that may be used by Responsible Entities to document completion of an Environmental Assessment.

Project Information

Project Name:
Pubic Facilities Motel Acquisition for interim housing

Responsible Entity (RE):
County of El Dorado

State/Local Identifier:
California/Pollock Pines (09)

RE Preparer:
C.J. Freeland, Administrative Analyst II
Planning and Building Department
County of El Dorado
2650 Fairlane Court, Bldg. C
Placerville CA 95667

Certifying Officer:
Tiffany Schmid, Director Planning and Building Department

Grant Recipient (if different than Responsible Entity):
Point of Contact: Jason Stalder, Senior Administrative Analyst
Health and Human Services
Briw Road
Placerville CA 95667

Consultant (if applicable):
Point of Contact: N/A

Project Location:
2940 Pony Express Trail, Pollock Pines
APN 101-141-073, 101-141-076 and 101-201-080

Additional Location Information:
The parcels are located along the southeast line of Pony Express Trail, east of Ridgeway Drive, in the unincorporated community of Pollock Pines, El Dorado County, California. The subject represents an existing 26-room motel currently branded as a Best Western property. The improvements are situated within the confines of three Assessor's parcels containing a total of 2.96± acres of land area. The property was constructed in 1982 and has been periodically renovated since its original construction as required by the Best Western franchise agreement. The motel operation was temporarily suspended in April of 2020 due to the COVID-19 pandemic. The property has been occupied as interim housing under Project Roomkey on a month-to-month lease. Project Roomkey was established in March 2020 by the State of California in response to the COVID-19 pandemic. The purpose of Project Roomkey is to provide interim housing for people experiencing homelessness in an effort to minimize the strain on health care system capacity.

Pollock Pines is a census-designated place (CDP) in El Dorado County, California, United States. It is part of the Sacramento–Arden-Arcade–Roseville Metropolitan Statistical Area. Pollock Pines lies at an elevation of 3,980 feet in the Sierra Nevada. The population was 6,871 at the 2010 census, up from 4,728 at the 2000 census. Pollock Pines is approximately 13 miles east of Placerville and 58 miles east of Sacramento on U.S. Highway 50.

Direct Comments to:
Tiffany Schmid, Director Planning and Building Department

Description of the Proposed Project [24 CFR 50.12 & 58.32; 40 CFR 1508.25]:
The grant-funded activity using CDBG-CV funding will be used exclusively for the purchase of the 26-unit motel and property currently utilized for non-congregate sheltering of medically vulnerable populations. The purchase of the motel will result in interim housing and provide housing for medically vulnerable homeless populations until permanent housing solutions can be identified as well as to serve as a permanent, interim housing site that will exist beyond the indefinite timeframe of the pandemic. This activity directly related to preventing the spread of COVID19 to these medically vulnerable individuals. Zoning for the property is multi-family residential zone and appropriate for the intended use. The motel was constructed in 1982 and prior to current zoning regulations adopted in 2015 and represents a legal non-conforming use.

Additional funding to complete the purchase and moderate rehabilitation of the property will be sought through the California Homekey Program. Under the Homekey program, local entities will partner with the state to acquire and rehabilitate a variety of housing types, including (but not limited to) hotels, motels, vacant apartment buildings, and residential care facilities in order to serve people experiencing homelessness or who are also at risk of serious illness from COVID-19. Future rehabilitation activities on the property will not increase the footprint of the building or negatively affect the surrounding property.

Approximate size of the project area:
Assessor's parcels 101-141-073, 101-141-076 and 101-201-080 comprise a total of 2.96±

Length of time covered by this review:
This review covers a five (5) year period.

Maximum number of dwelling units or lots addressed by this tiered review:
This review covers three contiguous lots and 27 potential dwelling units, including an on-site managers' unit.

Level of Environmental Review Determination:
Categorically Excluded per 24 CFR 58.35(a), and subject to laws and authorities at §58.5:
Rehabilitation of buildings and improvements when the following conditions are met.
For nonresidential structures including commercial, industrial and public buildings; -
The facilities and improvements are in place and will not be changed in size or capacity by more than 20 percent; the activity does not involve a change in land use.

Funding Information

Grant Number	HUD Program	Funding Amount
TBD	CDBG-CV	$2,251,157
TBD	Coronavirus Aid Relief Funds (CRF)/Homekey Program	$1,448,843

Estimated Total HUD Funded Amount:
$3,700,000

Estimated Total Project Cost (HUD and non-HUD funds) [24 CFR 58.32(d)]:
$3,700,000

Compliance with 24 CFR 50.4, 58.5, and 58.6 Laws and Authorities

Record below the compliance or conformance determinations for each statute, executive order, or regulation. Provide credible, traceable, and supportive source documentation for each authority. Where applicable, complete the necessary reviews or consultations and obtain or note applicable permits of approvals. Clearly note citations, dates/names/titles of contacts, and page references. Attach additional documentation as appropriate.

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR §58.5 and §58.6	Are formal compliance steps or mitigation required?	Compliance determinations
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR 50.4 and 58.6		
Airport Hazards 24 CFR Part 51 Subpart D	Yes ☐ No ☒	No new construction. The project is not within 15,000 feet of a military airport of 2500 feet of a civilian airport. The project is in compliance with Airport Hazards requirements. The subject site is located 10.8 miles from the nearest civilian airport (Placerville) and 93 miles to the nearest military airport (Travis Air Force Base) Maps showing subject site and nearest airports are attached. (Attachment A)
Coastal Barrier Resources Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 [16 USC 3501]	Yes ☐ No ☒	This project is located in California and not subject to the Coastal Barrier Resources Act. Therefore, the project is in compliance with the Coastal Resources Barriers Act.
Flood Insurance Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994 [42 USC 4001-4128 and 42 USC 5154a]	Yes ☐ No ☒	Subject property is not located in a Flood Plain or dam inundation zone. Panel #: 06017C0550E , Dated September 26, 2008 Zone X, Outside of 500-year Floodplain (Attachment B)
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR 50.4 & 58.5		
Clean Air Clean Air Act, as amended, particularly section 176(c) & (d); 40 CFR Parts 6, 51, 93	Yes ☐ No ☒	No new construction or conversion of land use. The project will not change current conditions and therefore emissions are below

		de minimis levels and the project is in compliance with the Act.
Coastal Zone Management Coastal Zone Management Act, sections 307(c) & (d)	Yes ☐ No ☒	There are no coastal zones located within El Dorado County. The County is entirely landlocked and not a coastal county. Therefore, subject property is not located in a Coastal Zone.
Contamination and Toxic Substances 24 CFR Part 50.3(i) & 58.5(i)(2)	Yes ☐ No ☒	A review of the California Office of Environmental Health Hazard Assessment (OEHHA), on behalf of the California Environmental Protection Agency, this tract either contains or is nearby hazardous waste generators and TSDFs. (Attachment C)
Endangered Species Endangered Species Act of 1973, particularly section 7; 50 CFR Part 402	Yes ☐ No ☒	No new construction. The project will not change current conditions and therefore has no impact on Endangered Species.
Explosive and Flammable Hazards 24 CFR Part 51 Subpart C	Yes ☐ No ☒	A review of the California Office of Environmental Health Hazard Assessment (OEHHA), on behalf of the California Environmental Protection Agency, this tract either contains or is nearby hazardous waste generators and TSDFs. (Attachment C)
Farmlands Protection Farmland Protection Policy Act of 1981, particularly sections 1504(b) and 1541; 7 CFR Part 658	Yes ☐ No ☒	No new construction. The project will not impact farmlands. There is no identifiable prime or important agricultural land for farm use. This project does not include any activities that could potentially convert agricultural land to non-agricultural use. The project is in compliance with the Farmland Protection Policy Act.
Floodplain Management Executive Order 11988, particularly section 2(a); 24 CFR Part 55	Yes ☐ No ☒	No new construction. The project site is not located in a floodplain. (Attachment B)
Historic Preservation National Historic Preservation Act of 1966, particularly sections 106 and 110; 36 CFR Part 800	Yes ☐ No ☒	No new construction. The building on the project site was constructed in 1982 and is of no historic significance. While the surrounding area is rich in historic markers due to early gold rush history and the Pony Express Trail, the project will have no

		negative effect on historic preservation. (Attachment D)
Noise Abatement and Control Noise Control Act of 1972, as amended by the Quiet Communities Act of 1978; 24 CFR Part 51 Subpart B	Yes ☐ No ☒	No new construction. Change of use from motel to temporary housing will not have a negative effect under the Noise Control Act of 1972.
Sole Source Aquifers Safe Drinking Water Act of 1974, as amended, particularly section 1424(e); 40 CFR Part 149	Yes ☐ No ☒	No new construction. The project will not change current conditions and therefore has no impact on sole source aquifers.
Wetlands Protection Executive Order 11990, particularly sections 2 and 5	Yes ☐ No ☒	No new construction. The National Wetlands inventory shows no wetlands near the project site. (Attachment E)
Wild and Scenic Rivers Wild and Scenic Rivers Act of 1968, particularly section 7(b) and (c)	Yes ☐ No ☒	The National Wild and Scenic Rivers show no Wild and Scenic River(s) in the proximity of the project site. The nearest Wild and Scenic River(s) is the North Fork American Wild And Scenic River approximately 30 miles north of Pollock Pines. (Attachment F)
ENVIRONMENTAL JUSTICE		
Environmental Justice Executive Order 12898	Yes ☐ No ☒	No new construction. Area not subject to Environmental Justice (Attachment G)

Environmental Assessment Factors [24 CFR 58.40; Ref. 40 CFR 1508.8 &1508.27] Recorded below is the qualitative and quantitative significance of the effects of the proposal on the character, features and resources of the project area. Each factor has been evaluated and documented, as appropriate and in proportion to its relevance to the proposed action. Verifiable source documentation has been provided and described in support of each determination, as appropriate. Credible, traceable and supportive source documentation for each authority has been provided. Where applicable, the necessary reviews or consultations have been completed and applicable permits of approvals have been obtained or noted. Citations, dates/names/titles of contacts, and page references are clear. Additional documentation is attached, as appropriate. **All conditions, attenuation or mitigation measures have been clearly identified.**

Impact Codes: Use an impact code from the following list to make the determination of impact for each factor.

(1) Minor beneficial impact

(2) No impact anticipated
(3) Minor Adverse Impact – May require mitigation
(4) Significant or potentially significant impact requiring avoidance or modification which may require an Environmental Impact Statement

Environmental Assessment Factor	Impact Code	Impact Evaluation
LAND DEVELOPMENT		
Conformance with Plans / Compatible Land Use and Zoning / Scale and Urban Design	2	No new construction. Project acquisition and future rehabilitation conform to Land Use/Zoning for multifamily residential. (Attachment H)
Soil Suitability/ Slope/ Erosion/ Drainage/ Storm Water Runoff	2	No new construction. Project will have no negative impact on Soil Suitability, Slope, Erosion, Drainage or Storm Water Runoff
Hazards and Nuisances including Site Safety and Noise	2	No new construction. Project will have no negative impact on Hazards and Nuisances including Site Safety and Noise
Energy Consumption	2	No new construction or expansion of facilities. Project will have no negative impact on Energy Consumption.

Environmental Assessment Factor	Impact Code	Impact Evaluation
SOCIOECONOMIC		
Employment and Income Patterns	2	No new construction or expansion of facilities. Project will have no negative impact on Employment and Income Patterns
Demographic Character Changes, Displacement	2	No new construction or expansion of facilities. Project will have no significant impact on Demographic Character Changes or Displacement. The motel operation was temporarily suspended in April of 2020 due to the COVID-19 pandemic r resulting in a reduction in staff. The property has been occupied as interim housing under Project Roomkey on a month-to-month lease. Operational changes would be limited.

Environmental Assessment Factor	Impact Code	Impact Evaluation

COMMUNITY FACILITIES AND SERVICES		
Educational and Cultural Facilities	3	Transitional housing for families may impact local schools. Numbers currently unknown and not considered to require mitigation.
Commercial Facilities	2	No new construction. Project will have no negative impact on Commercial Facilities.
Health Care and Social Services	3	Transitional housing for individuals and families may impact health care and social services, however these services will be addressed in operations of the facility. . Project will have no negative impact on Health Care and Social Services.
Solid Waste Disposal / Recycling	2	No new construction. Project will have no negative impact on Solid Waste Disposal / Recycling
Waste Water / Sanitary Sewers	2	No new construction. Project will have no negative impact on Waste Water/Sanitary Sewers.
Water Supply	2	No new construction. Project will have no negative impact on Water Supply
Public Safety - Police, Fire and Emergency Medical	2	No new construction. Project will have no negative impact on Public Safety - Police, Fire and Emergency Medical
Parks, Open Space and Recreation	2	No new construction. Project will have no negative impact on Parks, Open Space and Recreation
Transportation and Accessibility	2	No new construction. Project will have no negative impact on Transportation and Accessibility

Environmental Assessment Factor	Impact Code	Impact Evaluation
NATURAL FEATURES		
Unique Natural Features, Water Resources	2	No new construction. Project will have no negative impact on Unique Natural Features or Water Resources
Vegetation, Wildlife	2	No new construction. Project will have no negative impact on Vegetation, Wildlife
Other Factors	2	No new construction. Project site includes existing cell tower/wireless telecommunications facility including ground-mounted equipment and a 120-foot monopine tower with 12 antennas. A Negative Declaration was filed

		in association with the conditional use permit in 2006. (Attachment I)

Additional Studies Performed:
2018 Environmental TSA Report (Attachment J)
Site Aerial Photo (Attachment K)

Field Inspection (Date and completed by):

Regular site visits and inspections have been conducted since April 2020 when the motel operation was temporarily occupied as interim housing under Project Roomkey on a month-to-month lease. Most recent field inspection occurred May 5, 2021 competed by County of El Dorado Facilities Division and Health and Human Services Agency.

List of Sources, Agencies and Persons Consulted [40 CFR 1508.9(b)]:
El Dorado County Chief Administrative Office – Facilities Division
El Dorado County Health and Human Services Agency
El Dorado County Planning and Building Department
Environmental Protection Agency (EPA) – Environmental Justice
State of California Office of Historic Preservation
Federal Emergency Management Agency (FEMA) Flood Hazard Areas Mapping

List of Permits Obtained:

Public Outreach [24 CFR 50.23 & 58.43]:

Cumulative Impact Analysis [24 CFR 58.32]:

Alternatives [24 CFR 58.40(e); 40 CFR 1508.9]

No Action Alternative [24 CFR 58.40(e)]:

Summary of Findings and Conclusions:
The purchase and conversion of the 26-unit motel will have no significant impacts.

Mitigation Measures and Conditions [40 CFR 1505.2(c)]

Summarize below all mitigation measures adopted by the Responsible Entity to reduce, avoid, or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements, and other relevant documents. The staff responsible

for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

Law, Authority, or Factor	Mitigation Measure
N/A	N/A

Determination:

☒ **Finding of No Significant Impact** [24 CFR 58.40(g)(1); 40 CFR 1508.27]
The project will not result in a significant impact on the quality of the human environment.

☐ **Finding of Significant Impact** [24 CFR 58.40(g)(2); 40 CFR 1508.27]
The project may significantly affect the quality of the human environment.

Preparer Signature: CJ Freeland Date: 5/6/21

Name/Title/Organization: C.J. Freeland, Administrative Analyst II,
County of El Dorado Planning and Building Department

Certifying Officer Signature: Tiffany Schmid Date: 05/06/21

Name/Title: Tiffany Schmid, Director Planning and Building Department

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environmental Review Record (ERR) for the activity/project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).

bing maps

A Placerville Airport, 3501 Airport Rd. Suite 1, Placerville, CA 95667
B Best Western Stagecoach Inn, 5940 Pony Express Trl, Pollock Pines, CA 95726

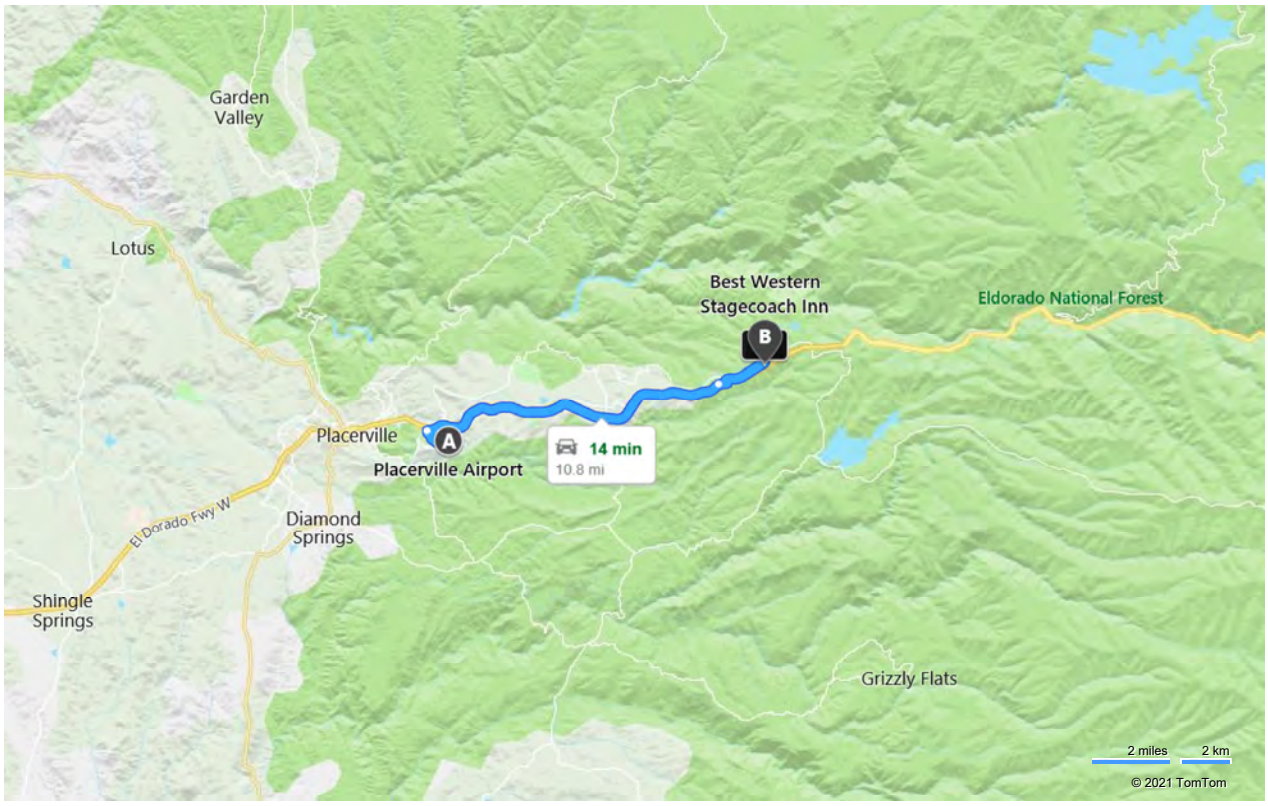
15 min , 10.8 miles
Light traffic
Via US-50 E, Pony Express Trail

Proximity to nearest civilian airport.

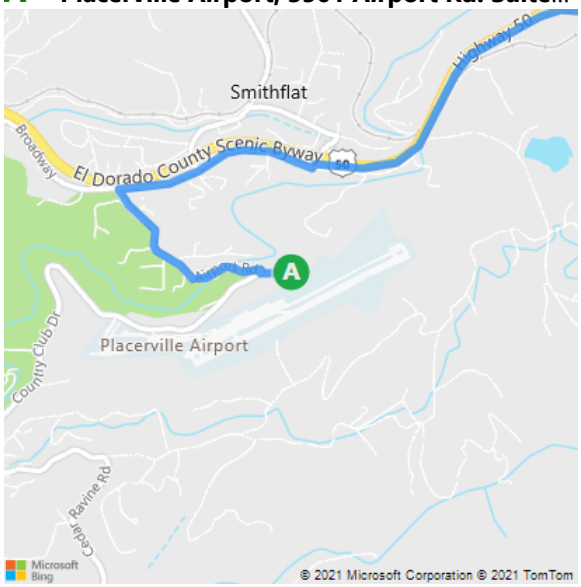
A Placerville Airport

↑	1.	Depart and head toward **Airport Rd**	0.1 mi
↶	2.	Turn back on **Airport Rd**	0.7 mi
↱	3.	Turn **right** onto **Broadway**	0.7 mi
↰	4.	Turn **left** onto **County Road 145**	98 ft
50	5.	Take the ramp on the **right** for **US-50 E / Highway 50**	7.9 mi
↱	6.	At Exit **57**, head **right** on the ramp toward **APPLE HILL DR / Cedar Grove / Pollock Pines**	0.2 mi
↰	7.	Turn **left** onto **Ridgeway Dr** toward **APPLE HILL DR / Cedar Grove / Pollock Pines**	0.1 mi
↱	8.	Turn **right** onto **Pony Express Trail / Forest Rte-13**	1.1 mi
	9.	Arrive at **Pony Express Trail / Forest Rte-13** on the right The last intersection before your destination is Elkhorn Mill Rd If you reach Kimberly Ln, you've gone too far	

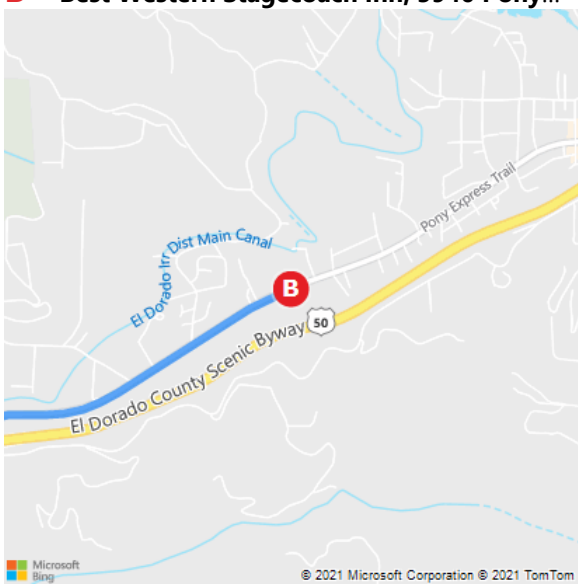
B Best Western Stagecoach Inn



A **Placerville Airport, 3501 Airport Rd. Suite...**



B **Best Western Stagecoach Inn, 5940 Pony...**



These directions are subject to the Microsoft® Service Agreement and are for informational purposes only. No guarantee is made regarding their completeness or accuracy. Construction projects, traffic, or other events may cause actual conditions to differ from these results. Map and traffic data © 2021 TomTom.

bing maps

A Travis Air Force Base, 400 Brennan Cir, Travis Afb, CA 94535
B Best Western Stagecoach Inn, 5940 Pony Express Trl, Pollock Pines, CA 95726

1 hr 56 min , 93 miles
Moderate traffic (23 min delay)
Via I-80 E, US-50 E

Proximity to Military airport (Travis)

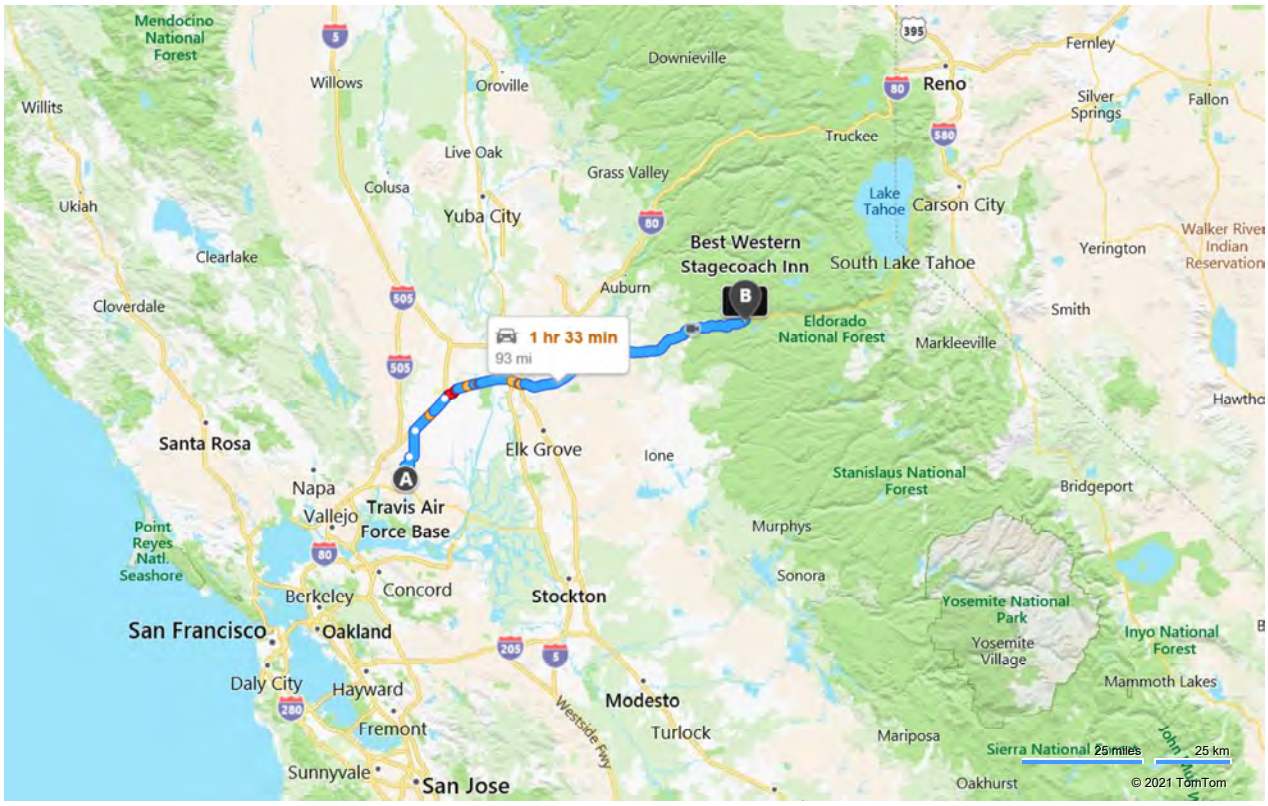
A Travis Air Force Base

↑	1.	Head **northwest** on **Brennan Circle** toward Burgan Blvd • *Private Road*	243 ft
↱	2.	Turn **right** onto **Burgan Blvd** • *Private Road* • *Gated road*	1.2 mi
↑	3.	Keep **straight** to get onto **N Gate Rd**	1.5 mi
↑	4.	Road name changes to **McCrory Rd**	1.0 mi
↑	5.	Road name changes to **Meridian Rd**	2.0 mi
↱	6.	Turn **right** onto **Fry Rd**	1.0 mi
↰	7.	Turn **left** onto **Lewis Rd**	5.6 mi
↰	8.	Turn **left** onto **Midway Rd**	0.1 mi
80	9.	Take the ramp on the **right** for **I-80 E** ▲ *Moderate Congestion*	9.5 mi
80	10.	Keep **left** to stay on **I-80 E** ▲ *Serious Congestion*	12.1 mi, 24 min
80	11.	Keep **left** to get onto **I-80 E Bus / US-50 E / Capital City Fwy E** ▲ *Moderate Congestion*	5.3 mi
↑	12.	Keep **straight** to get onto **US-50 E / CA-16 E / El Dorado Fwy E** ▲ *Moderate Congestion*	51.9 mi, 49 min

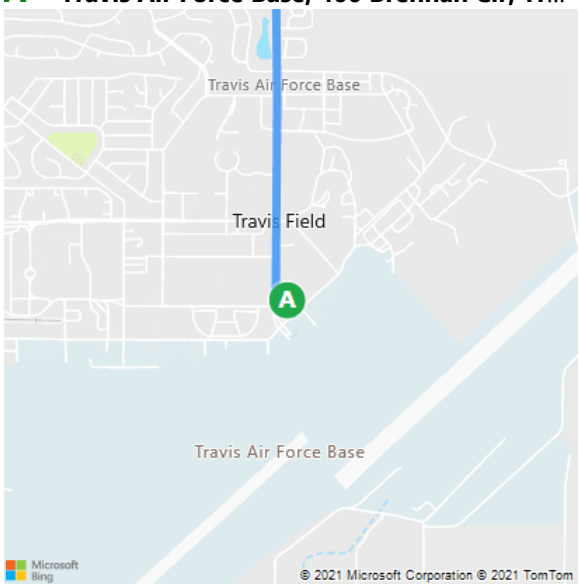
Attachment A

	13.	At Exit **57**, head **right** on the ramp toward **APPLE HILL DR / Cedar Grove / Pollock Pines**	0.2 mi
	14.	Turn **left** onto **Ridgeway Dr** toward **APPLE HILL DR / Cedar Grove / Pollock Pines**	0.1 mi
	15.	Turn **right** onto **Pony Express Trail / Forest Rte-13**	1.1 mi
	16.	Arrive at **Pony Express Trail / Forest Rte-13** on the right The last intersection before your destination is Elkhorn Mill Rd If you reach Kimberly Ln, you've gone too far	

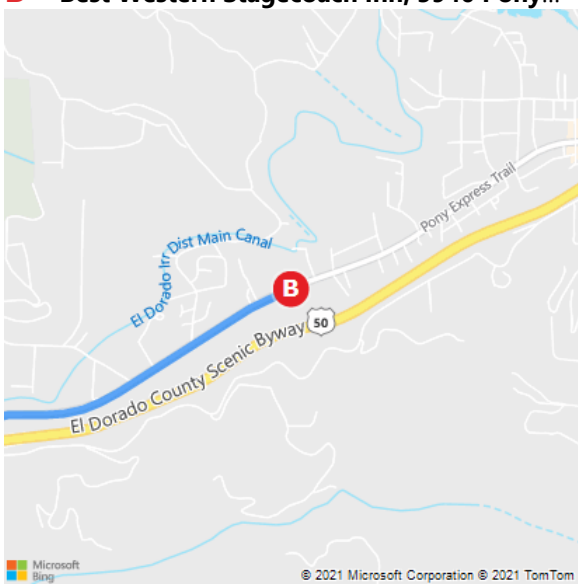
B **Best Western Stagecoach Inn**



A **Travis Air Force Base, 400 Brennan Cir, Tr...**



B **Best Western Stagecoach Inn, 5940 Pony...**



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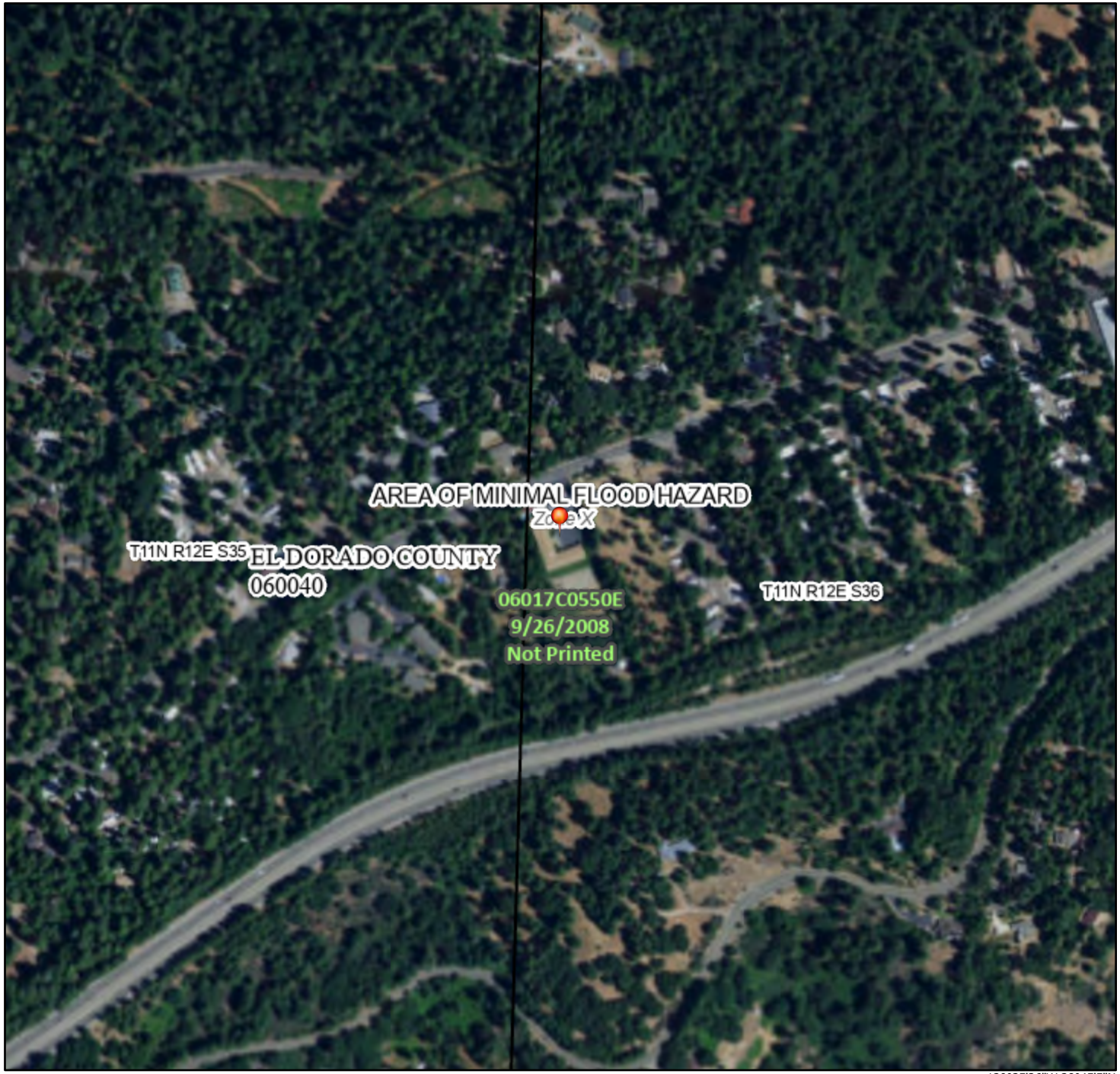
Attachment A

National Flood Hazard Layer FIRMette

FEMA

120°36'14"W 38°45'33"N



0 250 500 1,000 1,500 2,000 Feet

1:6,000

120°35'36"W 38°45'5"N

Basemap: USGS National Map: Orthoimagery: Data refreshed October, 2020

County of El Dorado and City of Placerville
20-CDBG-CV2-3-00154
280 of 496

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS
- Without Base Flood Elevation (BFE) *Zone A, V, A99*
- With BFE or Depth *Zone AE, AO, AH, VE, AR*
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD
- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile *Zone X*
- Future Conditions 1% Annual Chance Flood Hazard *Zone X*
- Area with Reduced Flood Risk due to Levee. See Notes. *Zone X*
- Area with Flood Risk due to Levee *Zone D*

OTHER AREAS
- NO SCREEN Area of Minimal Flood Hazard *Zone X*
- Effective LOMRs
- Area of Undetermined Flood Hazard *Zone D*

GENERAL STRUCTURES
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES
- 20.2 Cross Sections with 1% Annual Chance
- 17.5 Water Surface Elevation
- Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS
- Digital Data Available
- No Digital Data Available
- Unmapped

N

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

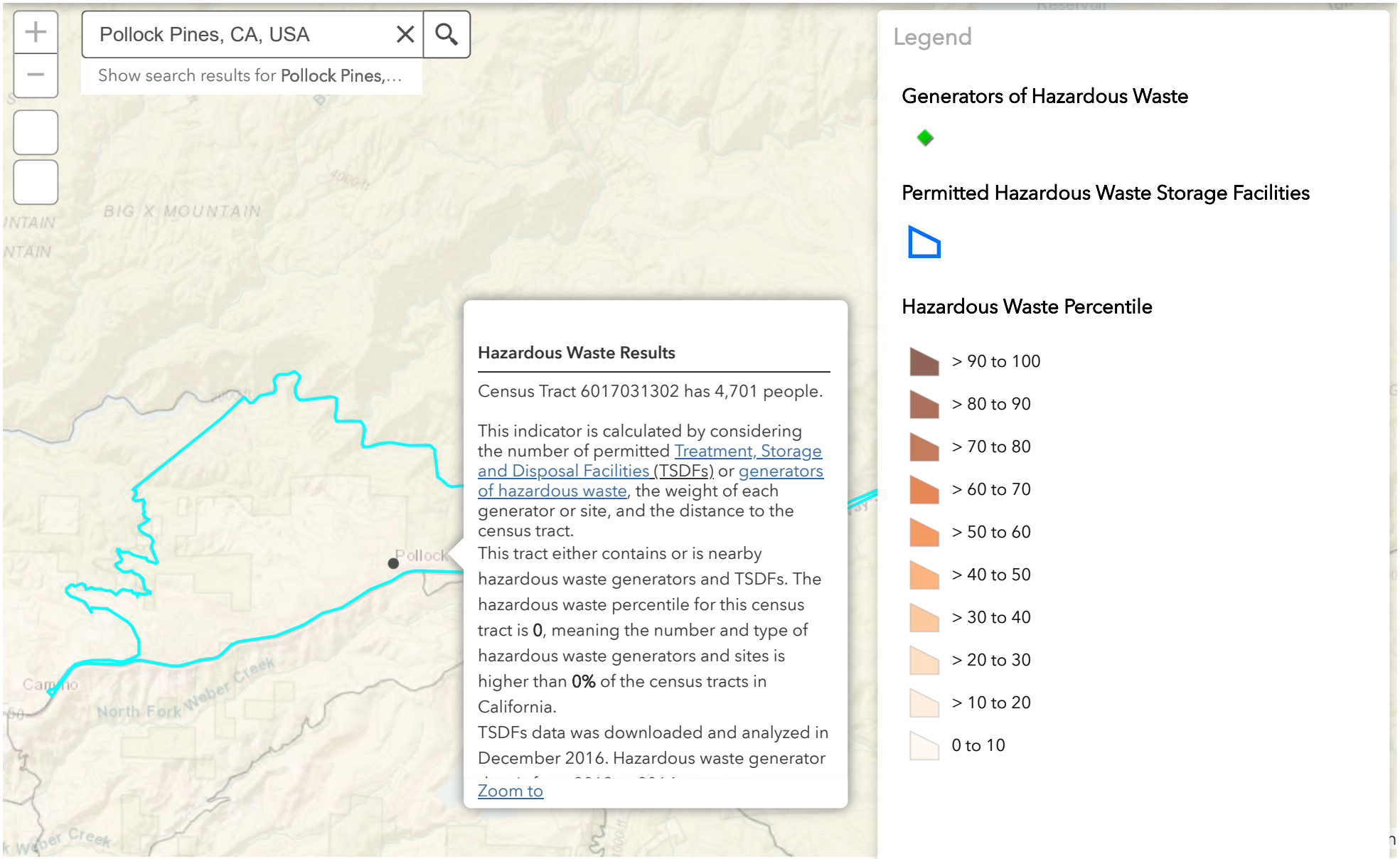
The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 5/4/2021 at 8:26 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

Attachment B

Hazardous Waste Results

from CalEnviroScreen 3.0



Attachment C

El Dorado

NO. 141 HANGMAN'S TREE - In the days of 1849, when this city was called Hangtown, vigilantes executed many men for various crimes. This was the site of Hay Yard, on which stood the 'Hangman's Tree.' The stump of the tree is under the building on which the plaque is placed.
Location: 305 Main St. Placerville

NO. 142 STUDEBAKER'S SHOP (SITE OF) - This shop was built in the early 1850s. The front part housed a blacksmith shop operated by Ollis and Hinds, and John Mohler Studebaker rented a part of the rear. Here he had a bench and sort of woodworking shop where he repaired and worked on wagon wheels and the like. A little later he began to make wheelbarrows for the miners' use. He became engaged in the making of ammunition wagons for the Union Army - from that grew his extensive wagon and carriage business and, eventually, the automobile business.
Location: 543 Main St, Placerville

NO. 143 MARSHALL MONUMENT - In 1887 the State of California purchased the site for a monument to commemorate James Marshall, who in 1848 discovered gold near Coloma. Marshall's discovery started the 'gold rush,' that westward trek of Argonauts that marked a turning point in California history. The figure of Marshall atop the monument is pointing to the place of discovery on the South Fork of the American River.
Location: Marshall Gold Discovery State Historic Park, Coloma

NO. 319 MARSHALL'S BLACKSMITH SHOP - Marshall's blacksmith shop, located on the Gray Eagle Mine property, was built in 1872-73. Marshall not only was a smithy but also a qualified carpenter.
Location: On State Hwy 193 (P.M. 21.1), Kelsey

NO. 456 SHINGLE SPRINGS - The Boston-Newton Joint Stock Association, which left Boston April 16 and arrived at Sutter's Fort September 27 after a remarkable journey across the continent, camped here on September 26, 1849. A rich store of written records preserved by these pioneers has left a fascinating picture of the gold rush.
Location: Mother Lode Dr near post office, Shingle Springs

NO. 475 OLD DRY DIGGINS-OLD HANGTOWN-PLACERVILLE - This rich mining camp was established on the banks of Hangtown Creek in the spring of 1848. Millions in gold were taken from its ravines and hills, and it served as a supply center for mining camps and transportation terminus for the famous Comstock Lode. John M. Studebaker, Mark Hopkins, Leland Stanford, Phillip Armour, and Edwin Markham were among well-known men who contributed to Placerville's history, as did John A. 'Snowshoe' Thompson, who carried from 60 to 80 pounds of mail on skis from Placerville over the Sierra to Carson Valley during winter months.

Location: NE corner of Bedford and Main, Placerville

NO. 484 GEORGETOWN - Founded August 7, 1849, by George Phipps and party, Georgetown was nicknamed Growlersburg because of the heavy nuggets that 'growled' in the miners' pans. After the disastrous fire of 1852 the old town was moved from the canyon in lower Main Street to its present site, and, unique in early-day planning, Main Street was laid out 100 feet wide, with side streets 60 feet. The hub of an immensely rich gold mining area, Georgetown had a population of about three thousand in 1854-56.
Location: Mounted on wall in front of fire station, Main St, Georgetown

NO. 486 EL DORADO (ORIGINALLY MUD SPRINGS) - El Dorado, 'The Gilded One,' was first known as Mud Springs from the boggy quagmire the cattle and horses made of a nearby watering place. Originally an important camp on the old Carson Emigrant Trail, by 1849-50 it had become the center of a mining district and the crossroads for freight and stage lines. At the height of the rush its large gold production supported a population of several thousand.
Location: N side of intersection of Pleasant Valley Rd and Church St, El Dorado

NO. 487 DIAMOND SPRINGS - This town, settled in 1848, derived its name from its crystal clear springs. Among the richest spots in this vicinity, its diggings produced a 25-pound nugget, one of the largest ever found in El Dorado County. Its most thriving period was in 1851 and, through its lumber, lime production, and agriculture, Diamond Springs has retained some of its early importance.
Location: NW corner of Hwy 49 at China Garden Rd, Diamond Springs

NO. 521 GREENWOOD - John Greenwood, a trapper and guide who came to California in 1844, established a trading post here in 1849. The gold rush town of Greenwood boasted a theater, four hotels, 14 stores, a brewery, and four saloons. Among its illustrious citizens was John A. Stone, California songwriter, who was buried here in 1863.
Location: SW corner of the intersection of State Hwy 193 and Greenwood St, Greenwood

NO. 530 GOLD DISCOVERY SITE - This monument marks the site of John A. Sutter's sawmill. In its tail-race, on January 24, 1848, James W. Marshall discovered gold and started great rush of Argonauts to California. The Society of California Pioneers definitely located and marked the site in 1924 - additional timbers and relics, including the original tailrace unearthed in 1947, were discovered after the property became a state park. The State erected the Marshall Monument overlooking this spot in 1890 through efforts begun in 1886 by the Native Sons of the Golden West.
Location: Marshall Gold Discovery State Historic Park, follow trail from Gold Discovery parking lot to American River, State Hwy 49 (P.M. 23.3), Coloma

NO. 551 SITE OF CALIFORNIA'S FIRST GRANGE HALL - Pilot Hill Grange No. 1, with 29 charter members-Master, F. D. Brown - Secretary A. J. Bayley-was organized August 10, 1870. The Grange hall, dedicated at this site on November 23, 1889, was built by Alcandor A. Bayley.
Location: On State Hwy 49 (P.M. 31.3), 0.2 mi N of Pilot Hill

NO. 569 MORMON ISLAND - Early in March 1848, W. Sidney, S. Willis, and Wilford Hudson, members of the Mormon Battalion, set out from Sutter's Fort to hunt deer. Stopping on the south fork of the American River, they found gold.

They told their story on returning to the fort, and soon about 150 Mormons and other miners flocked to the site, which was named Mormon Island. This was the first major gold strike in California after James W. Marshall's discovery at Coloma. The population of the town in 1853 was more than 2,500. It had four hotels, three dry-goods stores, five general merchandise stores, an express office, and many small shops. The first ball in Sacramento County was held here on December 25, 1849. A fire destroyed the town in 1856, and it was never rebuilt. Its site was inundated by Folsom Lake in 1955.
Location: Folsom Lake State Recreation Area, N side, Folsom Point picnic area, near the Mormon Island Dam, 3 mi NE of Folsom

NO. 570 NEGRO HILL - These historic mining towns, and other mining camps of the gold rush era now inundated by Folsom Lake, are commemorated by the nearby Mormon Island Memorial Cemetery. Here were reburied the pioneers whose graves were flooded when the lake was formed by Folsom Dam.
Location: Folsom Lake State Recreation Area, Green Valley Rd, 0.1 mi NE of El Dorado-Sacramento County line, 4 mi NE of Folsom

NO. 571 SALMON FALLS - These historic mining towns, and other mining camps of the gold rush era now inundated by Folsom Lake, are commemorated by the nearby Mormon Island Memorial Cemetery. Here were reburied the pioneers whose graves were flooded when the lake was formed by Folsom Dam.
Location: Folsom Lake State Recreation Area, Green Valley Rd, 0.1 mi NE of El Dorado-Sacramento County line, 4 mi NE of Folsom

NO. 572 CONDEMNED BAR - These historic mining towns, and other mining camps of the gold rush era now inundated by Folsom Lake, are commemorated by the nearby Mormon Island Memorial Cemetery. Here were reburied the pioneers whose graves were flooded when the lake was formed by Folsom Dam.
Location: Folsom Lake State Recreation Area, Green Valley Rd, 0.1 mi NE of El Dorado-Sacramento County line, 4 mi NE of Folsom

NO. 699 MORMON TAVERN-OVERLAND PONY EXPRESS ROUTE IN CALIFORNIA - At this site on the old Clarksville-White Rock Emigrant Road was Mormon Tavern. Constructed in 1849, this popular stage stop was enlarged and operated by Franklin Winchell in 1851. It became a remount station of the Central Overland Pony Express and on April 4, 1860, pony rider Sam (Bill) Hamilton changed horses here on the first eastbound trip.
Location: On frontage rd adjacent to State Hwy 50 (P.M. 1.5), take El Dorado Hills Blvd S for 0.5 mi to old White Rd (rd to Clarksville), then NE 0.9 mi, then go W 0.3 mi on PG&E Clarksville Substation Rd to plaque, 0.5 mi W of Clarksville

NO. 700 EL DORADO-NEVADA HOUSE (MUD SPRINGS) -OVERLAND PONY EXPRESS ROUTE IN CALIFORNIA - Trading post, emigrant stop, and mining camp of the 1850s, this became one of the remount stations of the Central Overland Pony Express. On April 13, 1860, pony rider William (Sam) Hamilton changed horses here at the Nevada House while carrying the first westbound mail of the Pony Express from St. Joseph, Missouri to Sacramento.
Location: SW corner of Pleasant Valley Rd near Church St, El Dorado

NO. 701 PLACERVILLE-OVERLAND PONY EXPRESS ROUTE IN CALIFORNIA - Gold rush town and western terminus of

the Placerville-Carson Road to the Comstock, Placerville was a relay station of the Central Overland Pony Express from April 4, 1860 until June 30, 1861. Here on April 4, 1860, the first eastbound pony rider, William (Sam) Hamilton, changed horses, added an express letter to his mochila, and sped away for Sportsman's Hall. Placerville was the western terminus of the Pony Express from July 1, 1861 until its discontinuance on October 26, 1861.
Location: SW corner of Main and Sacramento, Placerville

NO. 703 PLEASANT GROVE HOUSE OVERLAND PONY EXPRESS ROUTE IN CALIFORNIA - This was the site of a popular road-house where the ponies of the Central Overland Pony Express were changed from July 1, 1860 to June 30, 1861. From here the route of the pony riders continued westward to Folsom and eastward to Placerville through Rescue, Dry Creek Crossing, and Missouri Flat.
Location: Green Valley Rd (P.M. 5.5), 3.9 mi W of Rescue

NO. 704 SPORTSMAN'S HALL OVERLAND PONY EXPRESS ROUTE IN CALIFORNIA - This was the site of Sportsman's Hall, also known as Twelve-Mile House, the hotel operated in the latter 1850s and 1860s by John and James Blair. A stopping place for stages and teams of the Comstock, it became a relay station of the Central Overland Pony Express. Here, at 7:40 a.m., April 4, 1860, pony rider William (Sam) Hamilton rode in from Placerville and handed the express mail to Warren Upson, who two minutes later sped on his way eastward.
Location: 5622 Old Pony Express Trail, Cedar Grove

NO. 705 MOORE'S (RIVERTON)-OVERLAND PONY EXPRESS ROUTE IN CALIFORNIA - This was the site of a change station of the Pioneer Stage Company in the 1850s and 1860s. During 1860-1861, the Central Overland Pony Express maintained the first pony remount station east of Sportsman's Hall here.
Location: At intersection of US. Hwy 50 and Ice House Rd (P.M. 39.7), 9.0 mi W of Kyburz

NO. 706 WEBSTER'S (SUGAR LOAF HOUSE)-OVERLAND PONY EXPRESS ROUTE IN CALIFORNIA - This was the site of Webster's Sugar Loaf House, well-known stopping place during the Comstock rush. Beginning in April 1860, it was used as a remount station of the Central Overland Pony Express, and in 1861 it became a horse change station for pioneer stage companies and the Overland Mail.
Location: On Hwy 50 (P.M. 48. 0), 1.0 mi W of Kyburz

NO. 707 STRAWBERRY VALLEY HOUSE-OVERLAND PONY EXPRESS ROUTE IN CALIFORNIA - This popular resort and stopping place for stages and teams of the Comstock, established by Swift and Watson in 1856, became a remount station of the Central Overland Pony Express. Here on April 4, 1860, Division Superintendent Bolivar Roberts waited with a string of mules to help pony rider Warren Upson through the snowstorm on Echo Summit.
Location: Strawberry, on Hwy 50 (P.M. 578), 8.7 mi E of Kyburz

NO. 708 YANK'S STATION-OVERLAND PONY EXPRESS ROUTE IN CALIFORNIA - This was the site of the most eastern remount station of the Central Overland Pony Express in California. Established as a trading post on the Placerville-Carson Road in 1851 by Martin Smith, it became a popular hostelry and stage stop operated by Ephraim 'Yank' Clement. Pony rider Warren Upson arrived here on the evening of April 28, 1860 and, changing ponies, galloped on to Friday's in Nevada to deliver his mochila to Bob Haslam for the ride to Genoa. Used as a pony remount station until

October 26, 1861, the station was sold to George D. H. Meyers in 1873.
Location: Yank's Station shopping center, SW corner State Hwy 50 and Apache Ave, Meyers

NO. 728 FRIDAY'S STATION-OVERLAND PONY EXPRESS ROUTE IN CALIFORNIA - At this point the riders of the Central Overland Pony Express crossed the Nevada-California line. Three-quarters of a mile east of here, at Edgewood in Nevada, are the remains of the most easterly remount station of the California Division of the Pony Express. Established about 1858 by Friday Burke and James Small as a stage station on the Placerville-Carson City Road, it became the home station of pony rider Bob Haslam until October 26, 1861 when the Pony Express was succeeded by the Transcontinental Telegraph.
Location: Stateline, Hwy 50

NO. 747 COLOMA ROAD-RESCUE - Past this point on the old Coloma Road, running between Sutter's Fort and his sawmill on the American river, James W. Marshall rode with the first gold discovered at Coloma on January 24, 1848. Traveled by thousands to and from the diggings, this road became the route of California's earliest stageline, established in 1849 by James E. Birch.
Location: 4222 Green Valley Rd at Rescue Junction General Store, Rescue

NO. 748 COLOMA ROAD-COLOMA - Here in the valley of the Cul-luh-mah Indians, James W. Marshall discovered gold on January 24, 1848, in the tailrace of Sutter's sawmill. The old Coloma Road, opened in 1847 from Sutter's Fort to Coloma, was used by Marshall to carry the news of the discovery to Captain John A. Sutter. During the gold rush, it was used by thousands of miners going to and from the diggings. In 1849 it became the route of California's first stage line, established by James E. Birch.
Location: Marshall Gold Discovery State Historic Park, in Gold Discovery parking area, State Hwy 49, Coloma

NO. 767 METHODIST EPISCOPAL CHURCH - Erected in 1851, this is the oldest church building in El Dorado County. Its original site was on the corner of Cedar Ravine and Main Street, Placerville.
Location: 1031 Thompson Way near Cedar Ravine St, Placerville

NO. 815 WAKAMATSU TEA AND SILK FARM COLONY - The agricultural settlement of pioneer Japanese immigrants who arrived at Gold Hill on June 8, 1869-the only tea and silk farm established in California-had a promising outlook but failed tragically in less than two years. This was the initial Japanese-influenced agricultural attempt in California.
Location: Gold Trails Elementary School, 889 Cold Springs Rd, Gold Hill

NO. 1048 **SITE OF ECHO SUMMIT (http://www.ohp.parks.ca.gov/pages/1067/files/site%20of%20echo%20summit%20chl%20draft.pdf)** - Located in the Sierra Nevada, outside the city of South Lake Tahoe, this was the training site for American track and field athletes preparing to go to the 1968 Olympics in Mexico City. A temporary racetrack and training facility was erected at the site, which was located at altitudes equivalent to those the athletes would encounter in Mexico. Media attention was drawn to the site due to both the Olympics and the politics of the era. Echo Summit is significant for its association with sports history and civil rights history, having a profound influence on the history of California.
Location: 21200 Highway 50, South Lake Tahoe

NO. 1051 MOUNTAIN QUARRIES RAILROAD BRIDGE (http://www.ohp.parks.ca.gov/pages/1067/files/mountain%20quarries%20railroad%20bridge%20chl%20draft.pdf) - The bridge spans the American River on the boundary between Placer and El Dorado counties. Built in 1912, the bridge is a very early example of reinforced concrete railroad bridge construction. It was designed by John B. Leonard, a renowned pioneer in the design, engineering, and use of reinforced concrete in California and the nation. From 1912 to 1942, the Mountain Quarries Railroad operated trains over the bridge, carrying loads of sandstone to Auburn, California to meet up with the Southern Pacific Railroad.
Location: Downstream from the State Highway 49 Bridge over the North Fork of the American River

Related Pages

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Alpine (/?page_id=21389)
Amador (/?page_id=21390)
Butte (/?page_id=21391)
Calaveras (/?page_id=21392)
Colusa (/?page_id=21414)
Contra Costa (/?page_id=21415)
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Glenn (/?page_id=21419)
Humboldt (/?page_id=21420)
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Kings (/?page_id=21424)
Lake (/?page_id=21425)
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San Francisco (/?page_id=21482)

San Joaquin (/?page_id=21483)

San Luis Obispo (/?page_id=21484)

San Mateo (/?page_id=21520)

Santa Barbara (/?page_id=21521)

Santa Clara (/?page_id=21522)

Santa Cruz (/?page_id=21523)

Shasta (/?page_id=21524)

Sierra (/?page_id=21525)

Siskiyou (/?page_id=21526)

Solano (/?page_id=21527)

Sonoma (/?page_id=21528)

Stanislaus (/?page_id=21529)

Sutter (/?page_id=21530)

Tehama (/?page_id=21531)

Trinity (/?page_id=21532)

Tulare (/?page_id=21533)

Tuolumne (/?page_id=21534)

Ventura (/?page_id=21535)

Yolo (/?page_id=21536)

Yuba (/?page_id=21537)

Contact Us

Address: 1725 23rd Street, Suite 100, Sacramento, CA 95816

Public Information Inquiries: (916) 445-7000

Email: info.calshpo@parks.ca.gov (mailto:info.calshpo@parks.ca.gov)

Select a Language

Select Language ▼

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State Historical Resources Commission Meeting. Live. This Morning. At 9:00am: https://t.co/KZYZKUH7ID (https://t.co/KZYZKUH7ID)

30 Apr (https://twitter.com/calshpo/status/1388159409658888195)

(/)

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U.S. Fish and Wildlife Service
National Wetlands Inventory

Wetlands

May 5, 2021

Wetlands

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Other
- Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

Attachment E

Legend

Attachment F

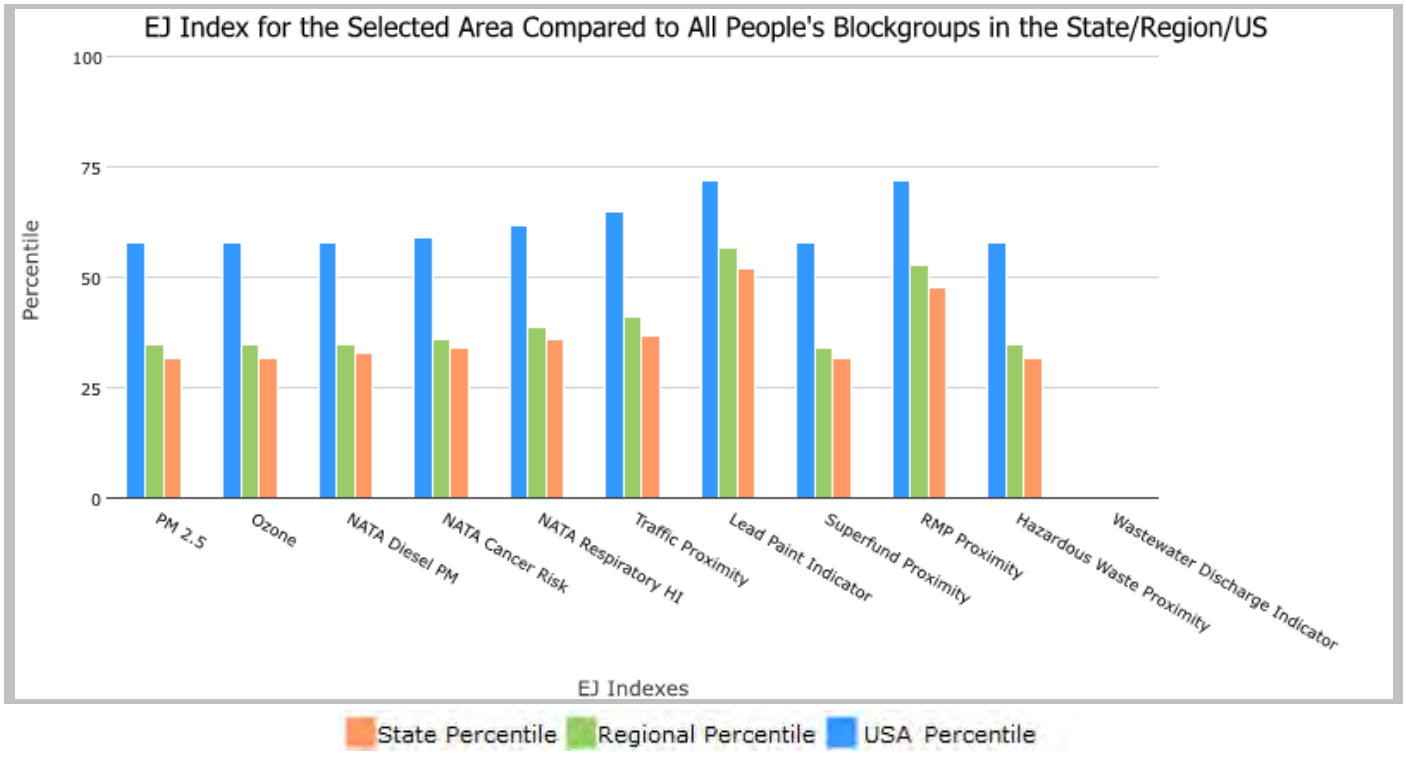
EJSCREEN Report (Version 2020)

1 mile Ring Centered at 38.762650,-120.582848, CALIFORNIA, EPA Region 9

Approximate Population: 2,167

Input Area (sq. miles): 3.14

Selected Variables	State Percentile	EPA Region Percentile	USA Percentile
EJ Indexes			
EJ Index for PM2.5	32	35	58
EJ Index for Ozone	32	35	58
EJ Index for NATA* Diesel PM	33	35	58
EJ Index for NATA* Air Toxics Cancer Risk	34	36	59
EJ Index for NATA* Respiratory Hazard Index	36	39	62
EJ Index for Traffic Proximity and Volume	37	41	65
EJ Index for Lead Paint Indicator	52	57	72
EJ Index for Superfund Proximity	32	34	58
EJ Index for RMP Proximity	48	53	72
EJ Index for Hazardous Waste Proximity	32	35	58
EJ Index for Wastewater Discharge Indicator	N/A	N/A	N/A



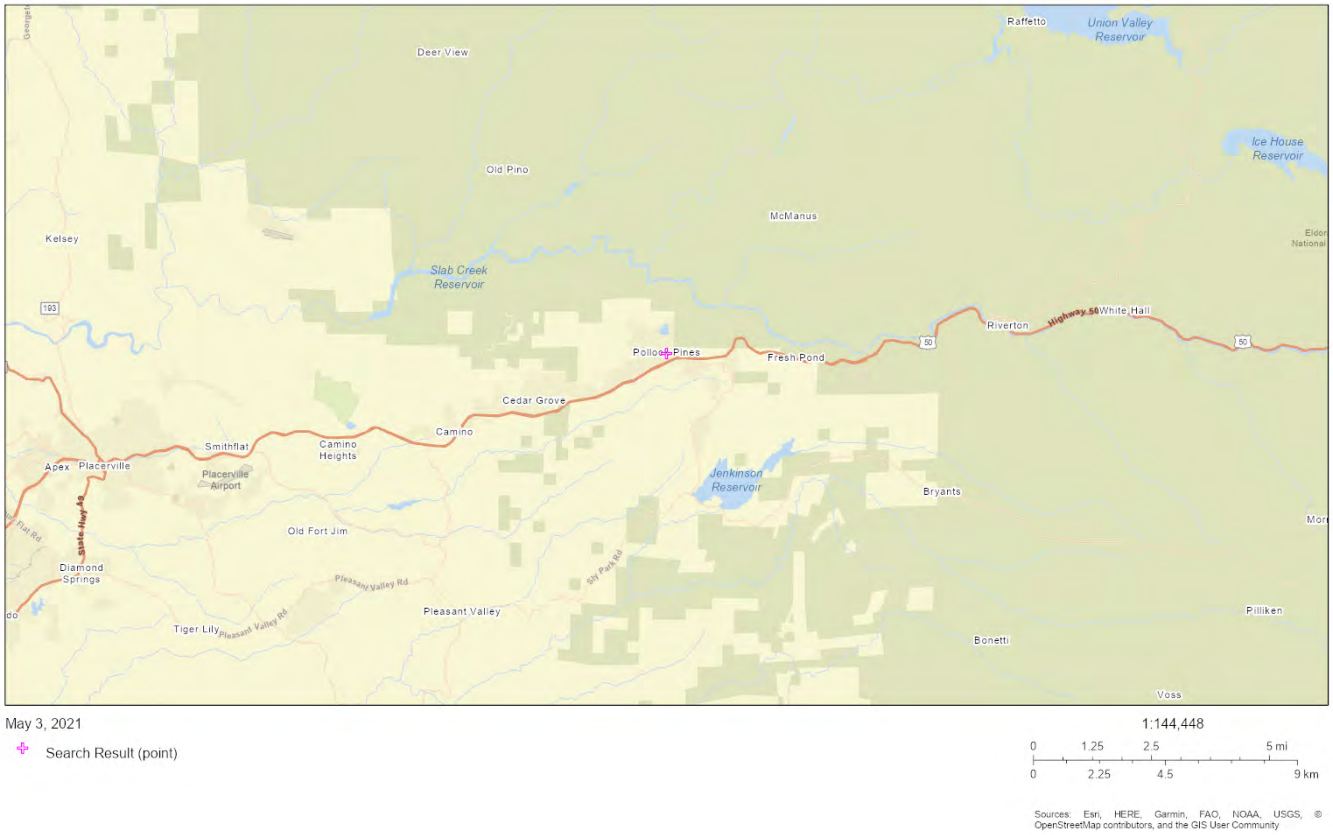
This report shows the values for environmental and demographic indicators and EJSCREEN indexes. It shows environmental and demographic raw data (e.g., the estimated concentration of ozone in the air), and also shows what percentile each raw data value represents. These percentiles provide perspective on how the selected block group or buffer area compares to the entire state, EPA region, or nation. For example, if a given location is at the 95th percentile nationwide, this means that only 5 percent of the US population has a higher block group value than the average person in the location being analyzed. The years for which the data are available, and the methods used, vary across these indicators. Important caveats and uncertainties apply to this screening-level information, so it is essential to understand the limitations on appropriate interpretations and applications of these indicators. Please see EJSCREEN documentation for discussion of these issues before using reports.

EJSCREEN Report (Version 2020)

1 mile Ring Centered at 38.762650,-120.582848, CALIFORNIA, EPA Region 9

Approximate Population: 2,167

Input Area (sq. miles): 3.14



Sites reporting to EPA	
Superfund NPL	0
Hazardous Waste Treatment, Storage, and Disposal Facilities (TSDF)	0

EJSCREEN Report (Version 2020)

1 mile Ring Centered at 38.762650,-120.582848, CALIFORNIA, EPA Region 9

Approximate Population: 2,167

Input Area (sq. miles): 3.14

Selected Variables	Value	State Avg.	%ile in State	EPA Region Avg.	%ile in EPA Region	USA Avg.	%ile in USA
Environmental Indicators							
Particulate Matter (PM 2.5 in µg/m^3)	6.58	10.6	1	9.99	5	8.55	9
Ozone (ppb)	53.7	49.2	65	50.1	60	42.9	92
NATA* Diesel PM (µg/m^3)	0.0604	0.467	1	0.479	<50th	0.478	<50th
NATA* Cancer Risk (lifetime risk per million)	58	36	99	35	95-100th	32	95-100th
NATA* Respiratory Hazard Index	1.4	0.55	99	0.53	95-100th	0.44	95-100th
Traffic Proximity and Volume (daily traffic count/distance to road)	170	2000	17	1700	23	750	44
Lead Paint Indicator (% Pre-1960 Housing)	0.16	0.29	45	0.24	54	0.28	48
Superfund Proximity (site count/km distance)	0.021	0.17	9	0.15	15	0.13	18
RMP Proximity (facility count/km distance)	0.86	1.1	61	0.99	65	0.74	72
Hazardous Waste Proximity (facility count/km distance)	0.028	6.2	0	5.3	1	5	1
Wastewater Discharge Indicator (toxicity-weighted concentration/m distance)	N/A	18	N/A	18	N/A	9.4	N/A
Demographic Indicators							
Demographic Index	33%	47%	29	46%	31	36%	55
People of Color Population	22%	62%	8	60%	10	39%	39
Low Income Population	44%	33%	71	33%	70	33%	73
Linguistically Isolated Population	0%	9%	17	8%	20	4%	45
Population With Less Than High School Education	16%	17%	56	16%	60	13%	71
Population Under 5 years of age	5%	6%	38	6%	39	6%	41
Population over 64 years of age	19%	14%	80	14%	78	15%	74

* The National-Scale Air Toxics Assessment (NATA) is EPA's ongoing, comprehensive evaluation of air toxics in the United States. EPA developed the NATA to prioritize air toxics, emission sources, and locations of interest for further study. It is important to remember that NATA provides broad estimates of health risks over geographic areas of the country, not definitive risks to specific individuals or locations. More information on the NATA analysis can be found at: https://www.epa.gov/national-air-toxics-assessment.

For additional information, see: www.epa.gov/environmentaljustice

EJSCREEN is a screening tool for pre-decisional use only. It can help identify areas that may warrant additional consideration, analysis, or outreach. It does not provide a basis for decision-making, but it may help identify potential areas of EJ concern. Users should keep in mind that screening tools are subject to substantial uncertainty in their demographic and environmental data, particularly when looking at small geographic areas. Important caveats and uncertainties apply to this screening-level information, so it is essential to understand the limitations on appropriate interpretations and applications of these indicators. Please see EJSCREEN documentation for discussion of these issues before using reports. This screening tool does not provide data on every environmental impact and demographic factor that may be relevant to a particular location. EJSCREEN outputs should be supplemented with additional information and local knowledge before taking any action to address potential EJ concerns.

Planning Services

Home > Government > Planning

PARCEL DATA INFORMATION

4/14/2021 Enter Another Parcel

Disclaimer: This information may not be accurate.

Assessor's Parcel Number: 101-201-08

PROPERTY INFORMATION:

STATUS	JURISDICTION	TAX RATE	MAP	GIS EST. ACREAGE*
ON ASSESSMENT ROLL AND TAXED	COUNTY OF EL DORADO	59 - 40	SEC 36 11 12	0.52

2015 GENERAL PLAN LAND USE INFORMATION:

LAND USE DES.	AG DIST.	ECOLOGICAL PRESERVES	IMPORTANT BIOLOGICAL CORRIDOR	MINERAL RESOURCES	PLATTED LANDS	COMMUNITY REGIONS	RURAL CENTERS	SPECIFIC PLANS	ADOPTED PLAN NAME
HDR							PP		

2015 ZONING INFORMATION:

ZONING DESIGNATION	DESIGN CONTROL	PLANNED DEVELOPMENT	OTHER OVERLAYS
R1			

2004 GENERAL PLAN LAND USE INFORMATION:

LAND USE DES.	AG DIST.	ECOLOGICAL PRESERVES	IMPORTANT BIOLOGICAL CORRIDOR	MINERAL RESOURCES	PLATTED LANDS	COMMUNITY REGIONS	RURAL CENTERS	SPECIFIC PLANS	ADOPTED PLAN NAME
HDR						CPP			

2004 ZONING INFORMATION:

ZONING DESIGNATION	DESIGN CONTROL	PLANNED DEVELOPMENT	OTHER OVERLAYS
R1, MP			

DISTRICTS:

FIRE	CSD	SCHOOL	WATER
EL DORADO COUNTY FPD		POLLOCK PINES	EL DORADO IRRIGATION DIST

FLOOD ZONE INFORMATION (See Note below):

FIRM PANEL NUMBER & REVISION	PANEL REVISION DATE	FLOOD ZONE	FLOOD ZONE BUFFER	FLOODWAY
06017C0550E	PANEL NOT PRINTED	X		

MISCELLANEOUS DATA:

SUPERVISORIAL DISTRICT		AG PRESERVE	RARE PLANT MITIGATION AREA	MISSOURI FLAT MC&FP
3, 5	SUE NOVASEL		Mitigation Area 2	NO

REMARKS:

No Eligibility Review Required

NOTE: The flood zone information presented here is based solely on data derived from the FEMA Flood Information Rate Maps, and does not include data from any other flood studies.

* Estimated area calculated by GIS. Actual acreage is determined by a field survey, shown on a recorded map, or stated in a deed.

Attachment H

GENERAL NOTES

1. DRAWINGS ARE NOT TO BE SCALED, WRITTEN DIMENSIONS TAKE PRECEDENCE, AND THIS SET OF PLANS IS INTENDED TO BE USED FOR DIAGRAMMATIC PURPOSES ONLY, UNLESS NOTED OTHERWISE. THE GENERAL CONTRACTOR'S SCOPE OF WORK SHALL INCLUDE FURNISHING ALL MATERIALS, EQUIPMENT, LABOR AND ANYTHING ELSE DEEMED NECESSARY TO COMPLETE INSTALLATIONS AS DESCRIBED HEREIN.

2. PRIOR TO THE SUBMISSION OF BIDS, THE CONTRACTORS INVOLVED SHALL VISIT THE JOB SITE AND FAMILIARIZE THEMSELVES WITH ALL CONDITIONS AFFECTING THE PROPOSED PROJECT, WITH THE CONSTRUCTION AND CONTRACT DOCUMENTS, FIELD CONDITIONS AND CONFIRM THAT THE PROJECT MAY BE ACCOMPLISHED AS SHOWN PRIOR TO PROCEEDING WITH CONSRUCTION. ANY ERRORS, OMISSIONS, OR DISCREPENCIES ARE TO BE BROUGHT TO THE ATTENTION OF THE ARCHITECT/ ENGINEER.

3. THE GENERAL CONTRACTOR SHALL RECEIVE WRITTEN AUTHORIZATION TO PROCEED WITH CONSTRUCTION PRIOR TO STARTING WORK ON ANY ITEM NOT CLEARLY DEFINED BY THE CONSTRUCTION DRAWINGS/CONTRACT DOCUMENTS.

4. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE PROJECT DESCRIBED HEREIN. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES AND FOR COORDINATING ALL PORTIONS OF THE WORK UNDER THE CONTRACT.

5. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS ACCORDING TO MANUFACTURER'S/VENDOR'S SPECIFICATIONS UNLESS NOTED OTHERWISE OR WHERE LOCAL CODES OR ORDINANCES TAKE PRECEDENCE.

6. ALL WORK PERFORMED ON PROJECT AND MATERIALS INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES. CONTRACTOR SHALL GIVE ALL NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS, AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY, MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS, AND LOCAL AND STATE JURISDICTIONAL CODES BEARING ON THE PERFORMANCE OF THE WORK.

7. GENERAL CONTRACTOR SHALL PROVIDE AT THE PROJECT SITE A FULL SET OF CONSTRUCTION DOCUMENTS UPDATED WITH THE LATEST REVISIONS AND ADDENDUMS OR CLARIFICATIONS FOR THE USE BY ALL PERSONNEL INVOLVED WITH THE PROJECT.

8. THE STRUCTURAL COMPONENTS OF THIS PROJECT SITE/FACILITY ARE NOT TO BE ALTERED BY THIS CONSTRUCTION PROJECT UNLESS NOTED OTHERWISE.

9. DETAILS HEREIN ARE INTENDED TO SHOW END RESULT OF DESIGN. MINOR MODIFICATIONS MAY BE REQUIRED TO SUIT JOB CONDITIONS OR SITUATIONS, AND SUCH MODIFICATINOS SHALL BE INCLUDED AS PART OF THE SCOPE OF WORK.

10. SEAL PENETRATIONS THROUGH FIRE-RATED AREAS WITH U.L. LISTED OR FIRE MARSHALL APPROVED MATERIALS IF APPLICABLE TO THIS FACILITY AND OR PROJECT SITE.

11. THE CONTRACTOR SHALL MAKE NECESSARY PROVISIONS TO PROTECT EXISTING IMPROVEMENTS, EASEMENTS, PAVING, CURBING, ETC. DURING CONSTRUCTION. UPON COMPLETION OF WORK, CONTRACTOR SHALL REPAIR ANY DAMAGE THAT MAY HAVE OCCURED DUE TO THE CONSTRUCTION ON OR ABOUT THE PROPERTY.

12. CONTRACTOR SHALL SEE TO IT THAT GENERAL WORK AREA IS KEPT CLEAN AND HAZARD FREE DURING CONSTRUCTION AND DISPOSE OF ALL DIRT, DEBRIS, RUBBISH AND REMOVE EQUIPMENT NOT SPECIFIED AS REMAINING ON THE PROPERTY. PREMISES SHALL BE LEFT IN CLEAN CONDITION AND FREE FROM PAINT SPOTS, DUST, OR SMUDGES OF ANY NATURE.

13. THE ARCHITECTS/ENGINEERS HAVE MADE EVERY EFFORT TO SET FORTH IN THE CONSTRUCTION AND CONTRACT DOCUMENTS THE COMPLETE SCOPE OF WORK. CONTRACTORS BIDDING THE JOB ARE NEVERTHELESS CAUTIONED THAT MINOR OMISSIONS OR ERRORS IN THE DRAWINGS AND OR SPECIFICATIONS SHALL NOT EXCUSE SAID CONTRACTOR FROM COMPLETING THE PROJECT AND IMPROVEMENTS IN ACCORDANCE WITH THE INTENT OF THESE DOCUMENTS. THE BIDDER SHALL BEAR THE RESPONSIBILITY OF NOTIFYING (IN WRITING) THE ARCHITECT/ENGINEER OF ANY CONFLICTS, ERRORS, OR OMISSIONS PRIOR TO THE SUBMISSION OF CONTRACTOR'S PROPOSAL. IN THE EVENT OF DISCREPENCIES THE CONTRACTOR SHALL PRICE THE MORE COSTLY OR EXTENSIVE WORK, UNLESS DIRECTED OTHERWISE.

DIRECTIONS

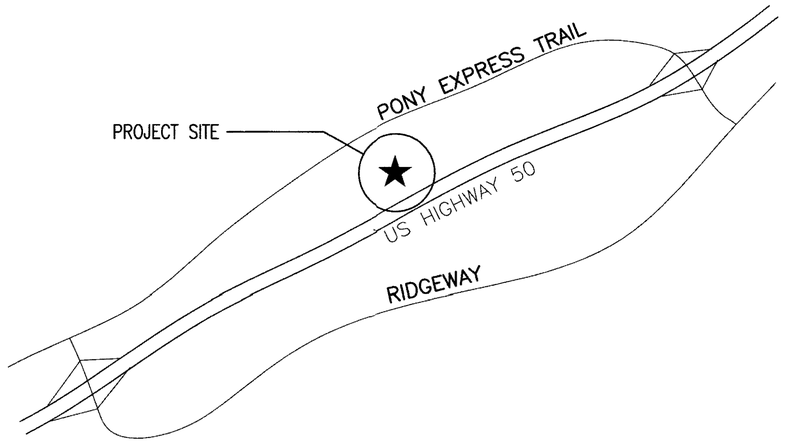
FROM VERIZON OFFICE @ 255 PARKSHORE DR. FOLSOM, CA 95630

1. Start at 225 PARKSHORE DR, FOLSOM – go 0.1 mi
2. Turn LEFT on FOLSOM BLVD – go 1.7 mi
3. Take ramp onto US-50 EAST toward PLACERVILLE – go 34.8 mi
4. Take exit #57 toward POLLOCK PINES – go 0.2 mi
5. Turn LEFT on RIDGEWAY DR – go 0.1 mi
6. Turn RIGHT on PONY EXPRESS TRL – go 1.3 mi
7. Arrive at 5940 PONY EXPRESS TRL, POLLOCK PINES

verizon WIRELESS

255 PARKSHORE DRIVE FOLSOM, CA 95630

POLLOCK PINES
5940 PONY EXPRESS TRAIL
POLLOCK PINES, CA 95726
APN: 101-201-80
PROJECT #: 2005100591
LOCATION #: 162073



POLLOCK PINES, CA

VICINITY MAP

NORTH

PROJECT DIRECTORY

ARCHITECT:
MANUEL S. TSIHLAS, ARCHITECT, INC.
225 30TH STREET, SUITE 301
SACRAMENTO, CA 95816
916-341-0405 PH
916-341-0406 FX

OWNER:
VERIZON WIRELESS
255 PARKSHORE DRIVE
FOLSOM, CA 95630

CONSTRUCTION MANAGER:
BOB SCHROEDER
COMPLETE WIRELESS CONSULTING
9300 TECH CENTER DRIVE, SUITE 190
SACRAMENTO, CA 95826
916-622-4653
bschroeder@completewireless.net

LANDLORD:
YEOL & JEONG S CHOI
P.O. BOX 657
POLLOCK PINES, CA 95726

APPROVALS

LEASING: _____ DATE: _____
ZONING: _____ DATE: _____
RF ENGINEER: _____ DATE: _____
CONSTRUCTION (VZW): _____ DATE: _____
CONSTRUCTION (CWC): _____ DATE: _____
EQUIPMENT ENGINEER: _____ DATE: _____
OWNER: _____ DATE: _____

PROJECT SUMMARY

PROPERTY INFORMATION

LAT.:	38° 45' 15.95"	NAD 83
LONG.:	120° 35' 52.88"	NAD 83
LAT.:	38° 45' 16.30"	NAD 27
LONG.:	120° 35' 49.14"	NAD 27

ASSESSOR'S PARCEL NUMBER: 101-201-80
JURISDICTION: EL DORADO COUNTY
OCCUPANCY: S-2
TYPE OF CONSTRUCTION: V-N
ZONING: RT

CODE COMPLIANCE

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES:

1. CALIFORNIA ADMINISTRATIVE CODE (INCL. TITLE 24 & 25)
2. 2001 CALIFORNIA BUILDING CODE
3. 2001 CALIFORNIA MECHANICAL CODE
4. 2001 CALIFORNIA PLUMBING CODE
5. 2001 CALIFORNIA ELECTRICAL CODE
6. LOCAL COUNTY OR CITY ORDINANCES

ACCESSIBILITY REQUIREMENTS:
THIS FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. HANDICAPPED ACCESS REQUIREMENTS ARE NOT REQUIRED IN ACCORDANCE WITH THE 1997 UNIFORM BUILDING CODE.

PROJECT DESCRIPTION

PROJECT DESCRIPTION:
PROPOSED VERIZON WIRELESS COMMUNICATIONS FACILITY IN A FENCED 30'x50' LEASE AREA INCLUDING: 12'x20' EQUIPMENT SHELTER, EMERGENCY BACK-UP GENERATOR ON A 5'x10' CONCRETE PAD, POWER AND TELCO TO SITE, (2) FUTURE MICROWAVE DISHES ON A 120' HIGH MONOPINE WITH (3) ANTENNA SECTORS – (2) PROPOSED & (2) FUTURE ANTENNAS PER SECTOR

PROJECT MILESTONES

7/20/05	90% ZONING DOCUMENTS
10/21/05	100% ZONING DOCUMENTS
--	90% CONSTRUCTION DOCUMENTS
--	100% CONSTRUCTION DOCUMENTS

INDEX OF DRAWINGS

ZONING DOCUMENTS	1	T1.1	TITLE SHEET, SITE PLAN, PROJECT DATA
	2	C.1	CIVIL SURVEY SHEET
	3	A1.1	EQUIPMENT LAYOUT PLANS
	4	A1.2	PROJECT ELEVATIONS
	5	A1.3	PROJECT ELEVATIONS
	6	A1.4	CONSTRUCTION DETAILS
	7	A1.5	SHELTER ELEVATIONS & GENERATOR DETAILS
	8	S1	STRUCTURAL DETAILS
	9	E1.1	ELECTRICAL DETAILS, SCHEDULES & NOTES
	10	E1.2	GROUNDING PLAN, DETAILS & NOTES

APPROVED
EL DORADO COUNTY
PLANNING COMMISSION
DATE 1/12/06
BY _____
EXECUTIVE SECRETARY

Manuel S. Tsihlas, Architect, Inc.
225 30th Street, Suite 301, Sacramento, CA 95816
916.341.0405 ph 916.341.0406 fx
www.archit-x.com

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POLLOCK PINES
5940 PONY EXPRESS TRAIL
POLLOCK PINES, CA 95726

verizon WIRELESS

SHEET TITLE: TITLE SHEET, SITE PLAN, PROJECT DATA

Not valid unless signed in ink by Scanson.

Revisions:
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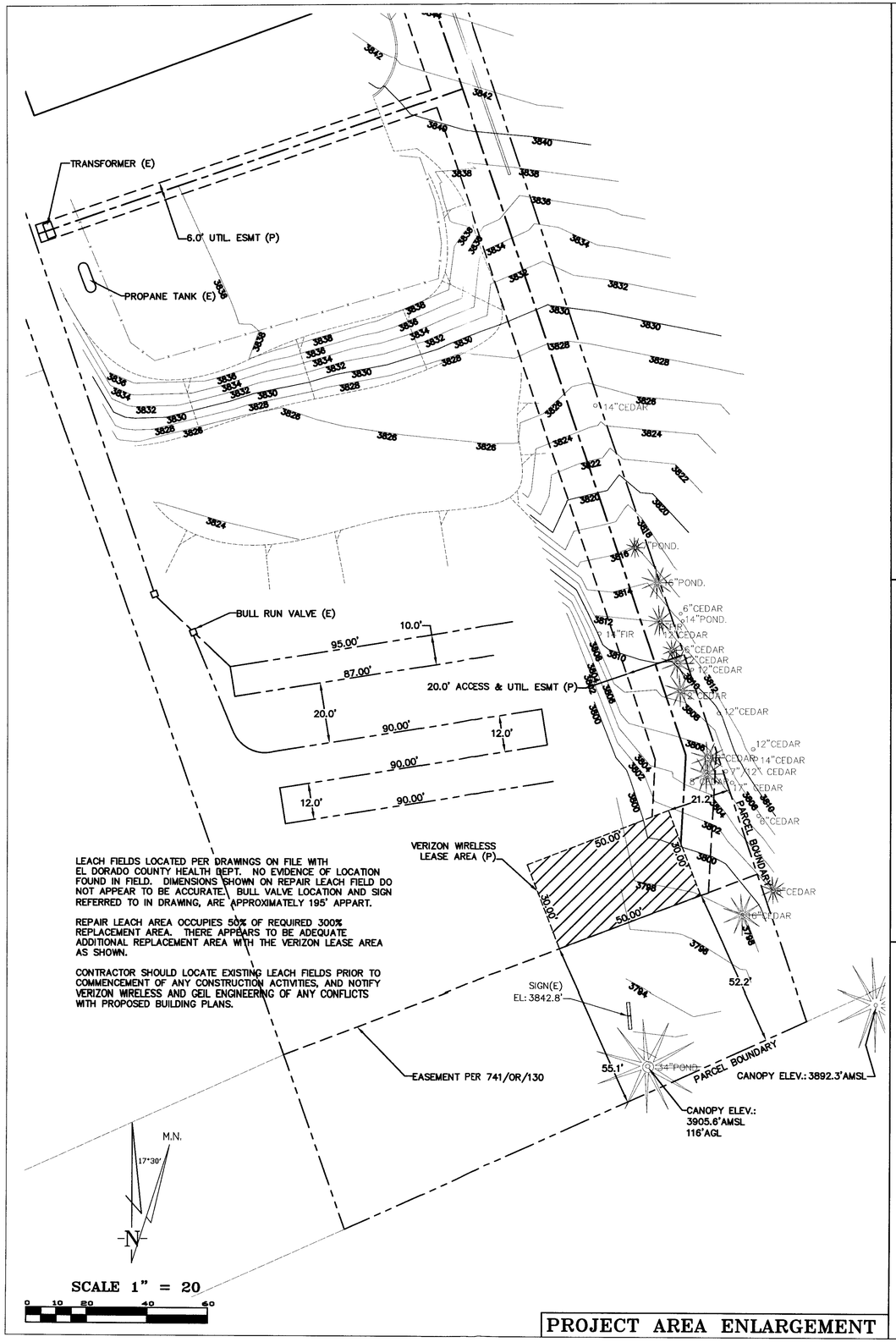
2 --
3 --
4 --
5 --

File: 182.66_T1.dwg
Drawn By: JCE
Checked By: MST
Scale: AS NOTED
Date: 10/21/05

Job No. 162.66

T1.1

Resubmitted 11/16/05



LEACH FIELDS LOCATED PER DRAWINGS ON FILE WITH EL DORADO COUNTY HEALTH DEPT. NO EVIDENCE OF LOCATION FOUND IN FIELD. DIMENSIONS SHOWN ON REPAIR LEACH FIELD DO NOT APPEAR TO BE ACCURATE. BULL VALVE LOCATION AND SIGN REFERRED TO IN DRAWING, ARE APPROXIMATELY 195' APPART.

REPAIR LEACH AREA OCCUPIES 50% OF REQUIRED 300% REPLACEMENT AREA. THERE APPEARS TO BE ADEQUATE ADDITIONAL REPLACEMENT AREA WITH THE VERIZON LEASE AREA AS SHOWN.

CONTRACTOR SHOULD LOCATE EXISTING LEACH FIELDS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES, AND NOTIFY VERIZON WIRELESS AND GEIL ENGINEERING OF ANY CONFLICTS WITH PROPOSED BUILDING PLANS.

PROJECT AREA ENLARGEMENT

DATE OF SURVEY: 06-23-05

SURVEYED BY OR UNDER DIRECTION OF: KENNETH D. GEIL, R.C.E. 14803

LOCATED IN THE COUNTY OF EL DORADO, STATE OF CALIFORNIA

BEARINGS SHOWN ARE BASED UPON MONUMENTS FOUND AND RECORD INFORMATION. THIS IS NOT A BOUNDARY SURVEY.

ELEVATIONS SHOWN ON THIS PLAN ARE BASED UPON U.S.G.S. N.A.V.D. 88 DATUM. ABOVE MEAN SEA LEVEL.

N.G.V.D. 1929 CORRECTION: SUB. 3.00' FROM ELEVATIONS SHOWN.

CONTOUR INTERVAL: 2 FT.

THE LATITUDE AND LONGITUDE WERE DETERMINED USING TRIMBLE PATHFINDER PRO XL G.P.S AND UTILIZING PFINDER DIFFERENTIAL CORRECTION SOFTWARE AT THE LEASE AREA CENTERLINE:

LAT.: 38°45'15.95" NAD 83
LONG.: 120°35'52.88" NAD 83

LAT.: 38°45'16.30" NAD 27
LONG.: 120°35'49.14" NAD 27

THIS SURVEY MEETS OR EXCEEDS FAA 1A ACCURACY TOLERANCES.

SITE NAME: POLLOCK PINES

SITE ADDRESS: 5940 PONY EXPRESS TRAIL
POLLOCK PINES, CA 95726
EL DORADO COUNTY

ASSESSOR'S PARCEL NUMBER: 101-201-80

CURRENT ZONING: RT

OWNER(S): YEOL & JEONG S CHOI
P.O. BOX 657
POLLOCK PINES, CA 95726

SITE CONTACT: BOB SCHROEDER
916-622-4653

LEASE AREA: 1500 square feet, 0.034 Acres ±

PARCEL AREA: 2.12 Acres ±

Verizon Wireless
Pollock Pines
Lease Area Description

All that certain lease area being a portion of that certain parcel of land described in the document described in Book 3819 of deeds at page 256 Official Records of El Dorado County, California. Also being a portion of the Southwest quarter of Section 36, Township 11 North, Range 12 East M.D.M. being more particularly described as follows:

Beginning at a point which bears North 18°39'40" West 50.41 feet and South 71°20'20" West 20.00 feet from the Southeast corner of the aforementioned Parcel; thence from said point of beginning South 69°02'33" West 50.00 feet; thence North 20°57'27" West 30.00 feet; thence North 69°02'33" East 50.00 feet; thence North 20°57'27" East 30.00 feet to the point of beginning.

Also together with an easement for ingress, egress and utility purposes twenty feet in width the centerline of which is described as follows: Beginning at a point on the East boundary of the above described lease area which bears South 20°57'27" East 11.58 feet from the Northeast corner thereof; thence from said point of beginning North 03°00'18" East 29.09 feet; thence North 18°39'40" West 231.86 to a point hereafter referred to as Point A; thence continuing North 18°39'40" West 116.86 feet; thence North 18°23'00" West 23.15 feet; thence North 23°20'00" West 83.48 feet to the public right of way.

Also together with an easement for utility purposes six feet in width the centerline of which is described as follows: Beginning at the above described Point A and running thence South 71°20'20" West 148.0 feet more or less to an existing electrical service connection location.

Verizon Wireless
PCS Equipment A.S.A.C. Survey Form

Project Name: Pollock Pines

Project Site Location: 5940 Pony Express Trail
Pollock Pines, CA 95726

Date of Observation: 06-23-05

Equipment/Procedure Used to Obtain Coordinates: Trimble Pathfinder Pro XL post processed with Pathfinder Office software.

Type of Antenna Mount: Proposed Free Standing Monopine

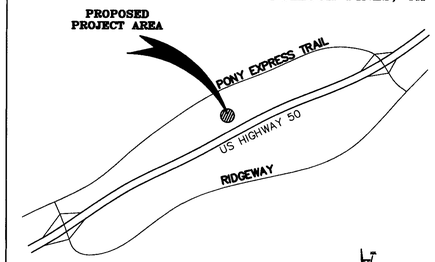
Number of Antennas Observed: 0

NAD 83 Coordinates	NAD 27 Coordinates
Latitude: 38°45'15.95"	Latitude: 38°45'16.30"
Longitude: 120°35'52.88"	Longitude: 120°35'49.14"

ELEVATION at Base of Proposed Structure (NAVD88) 3874' AMSL

CERTIFICATION: I, the undersigned, do hereby certify elevation listed above is based on a field survey done under my supervision and that the accuracy of those elevations meet or exceed 1-A Standards as defined in the FAA ASAC Information Sheet 91:003, and that they are true and accurate to the best of my knowledge and belief.

Kenneth D. Geil California R.C.E. 14803 Date



VICINITY MAP

BOUNDARY SHOWN IS BASED ON MONUMENTATION FOUND AND RECORD INFORMATION. THIS IS NOT A BOUNDARY SURVEY. THIS IS A SPECIALIZED TOPOGRAPHIC MAP WITH PROPERTY LINES AND EASEMENTS BEING A GRAPHIC DEPICTION BASED ON INFORMATION GATHERED FROM VARIOUS SOURCES OF RECORD AND AVAILABLE MONUMENTATION FOUND DURING THE FIELD SURVEY. PROPERTY LINES AND LINES OF TITLE WERE NOT INVESTIGATED NOR SURVEYED EXCEPT AS SHOWN ON THIS PLAN. NO PROPERTY MONUMENTS WERE SET.

THE SITE TITLE HAS BEEN REVIEWED ALONG WITH SUPPORTING DOCUMENTS FOR THE SUBJECT PROPERTY AND FIND THAT NO EASEMENTS LISTED IN THE TITLE REPORT AFFECT THE SITE.

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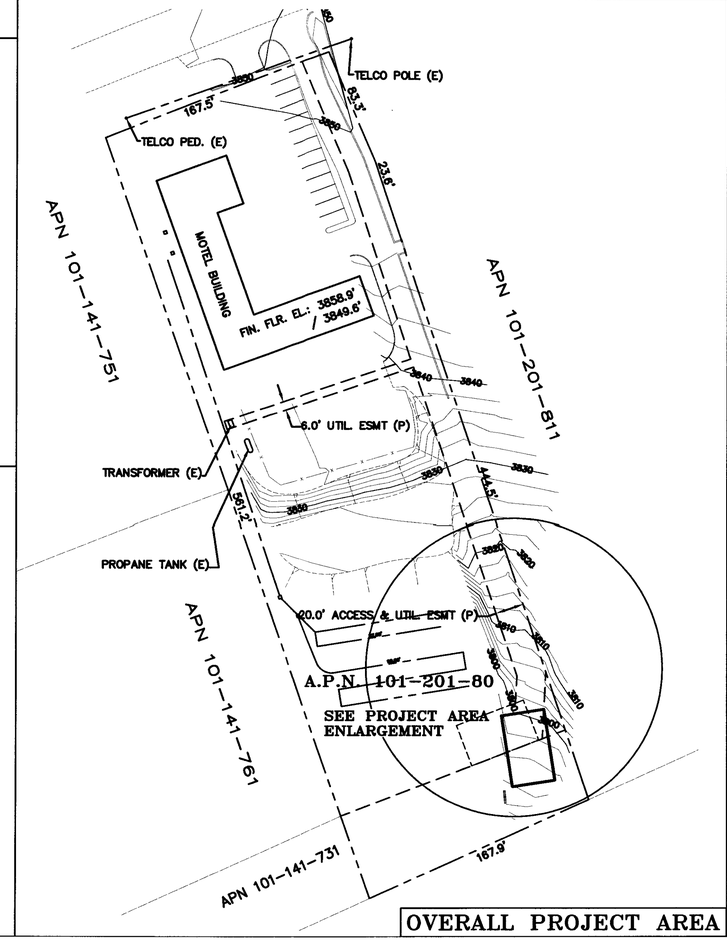


OVERALL PROJECT AREA

DEPT	APPROVED	DATE
A&C		
RE		
RF		
INT		
EE\IN		
OPS		
EE\OUT		

Surveyor
GEIL ENGINEERING
ENGINEERING • SURVEYING • PLANNING
1360 HIGH STREET
AUBURN, CALIFORNIA 95603
(530) 885-1900
FAX# (530) 885-1909

Architect

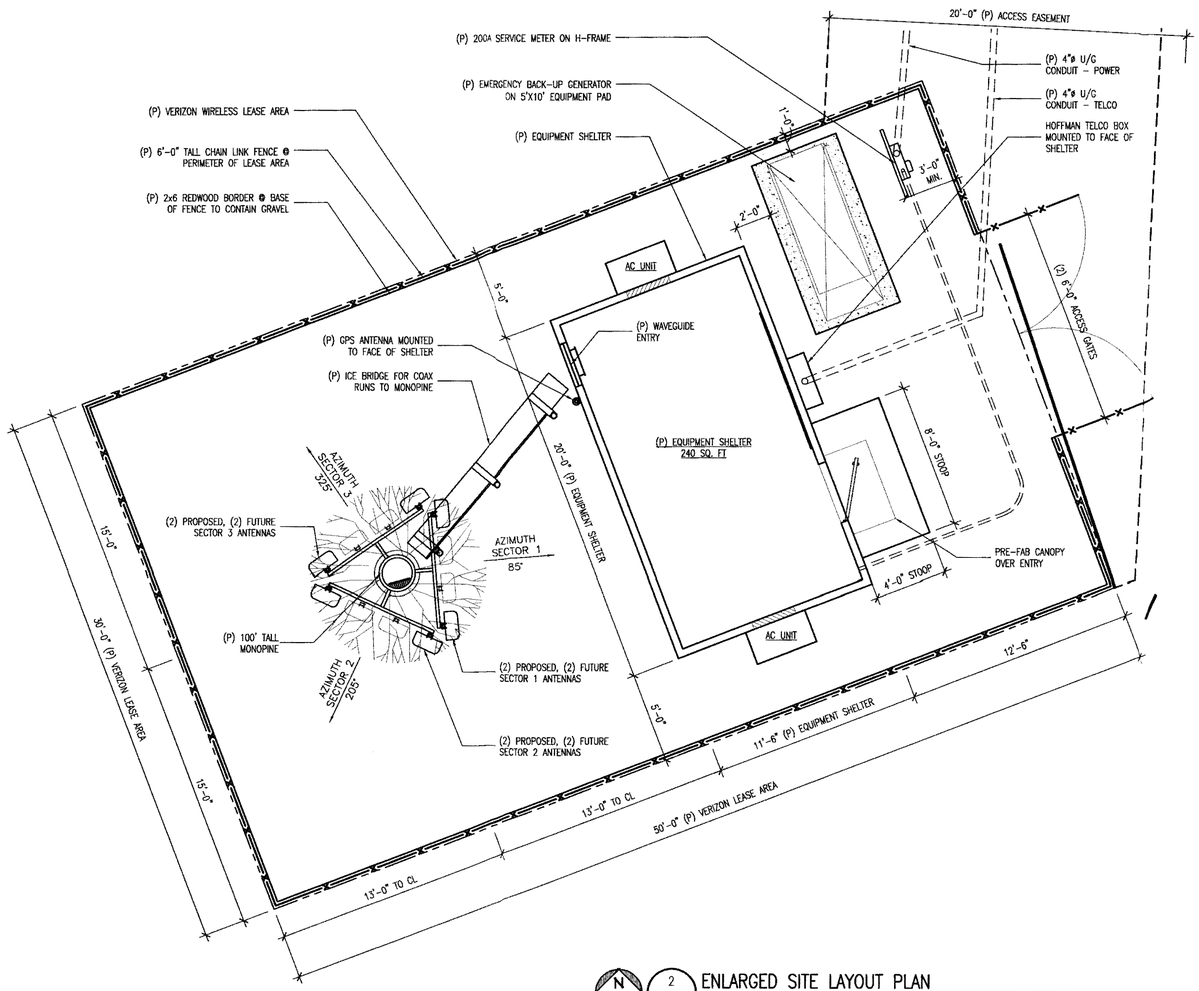
verizon wireless
916-357-2581
295 PARKSHORE DRIVE
FOLSOM, CALIFORNIA 95630

POLLOCK PINES
5940 Pony Express Trail
Pollock Pines, CA 95726

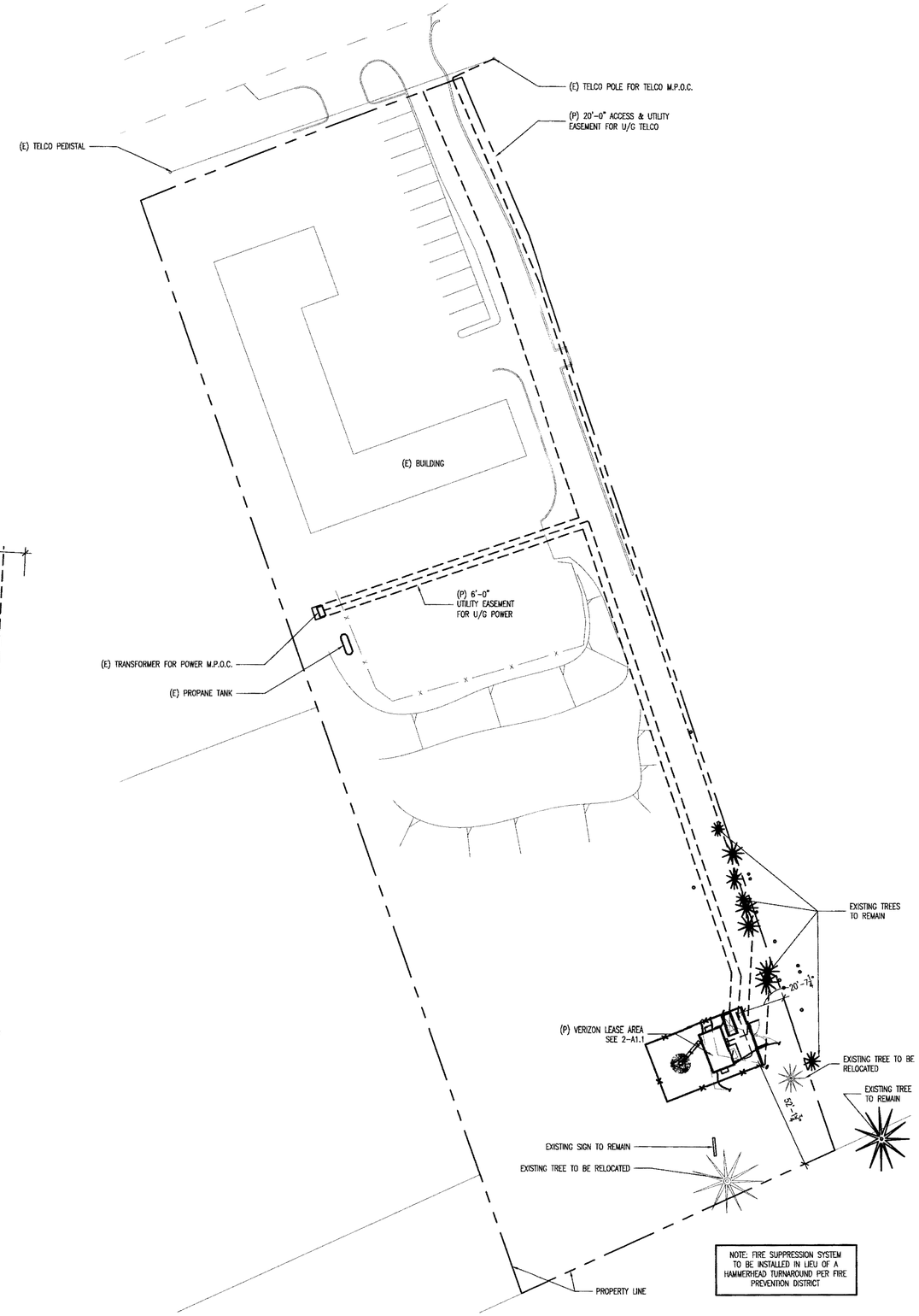
PLOT PLAN AND SITE TOPOGRAPHY

REV		
06-22-05	dg	90% Survey
07-20-05	dg	minor revisions
08-01-05	NR	Redlines
09-04-05	dg	Redlines

Sheet
C-1



2 A1.1 ENLARGED SITE LAYOUT PLAN
SCALE: 1/4" = 1'-0"



1 A1.1 OVERALL SITE LAYOUT PLAN
SCALE: 1" = 30'-0"

Manuel S. Tsihlas, Architect, Inc.
225 30th Street, Suite 301, Sacramento, CA 95816
916.341.0405 ph 916.341.0406 fx
www.archit-x.com

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verizon WIRELESS

POLLOCK PINES
5940 PONY EXPRESS TRAIL
POLLOCK PINES, CA 95726

SHEET TITLE: OVERALL & ENLARGED PLANS

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Revisions:
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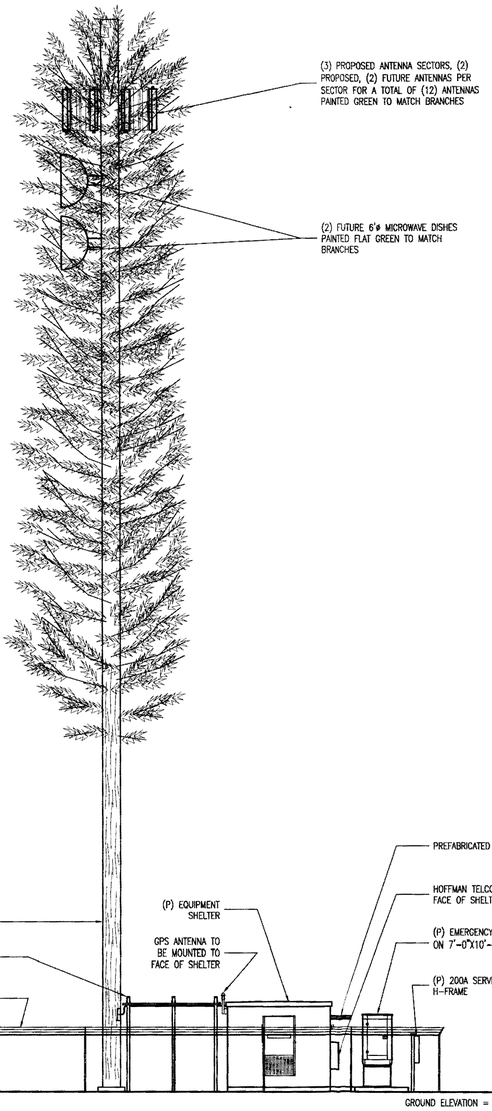
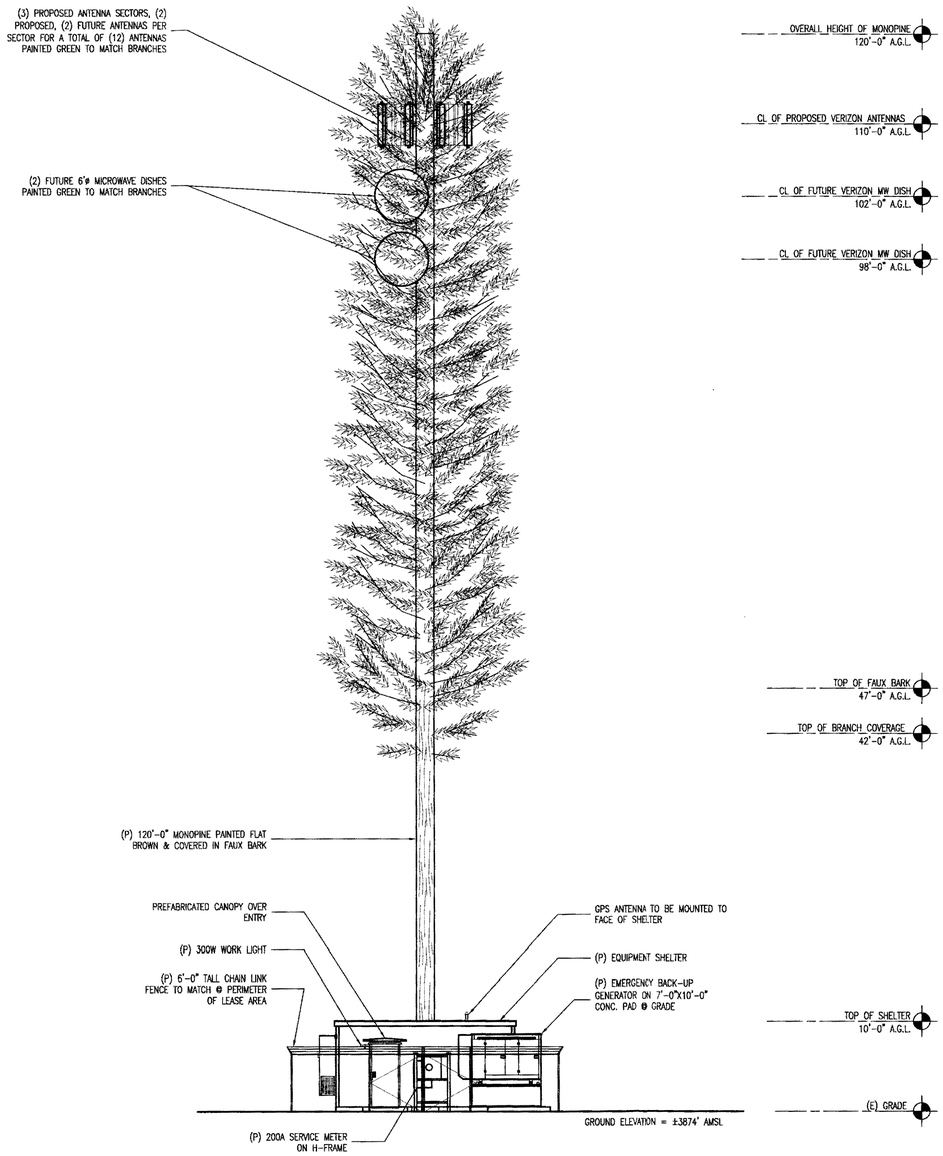
File: 162.66_A11.dwg
Drawn By: JCE
Checked By: MST
Scale: AS NOTED
Date: 10/21/05

Job No. 162.66

A1.1



2 A1.2 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



1 A1.2 EAST ELEVATION
SCALE: 1/8" = 1'-0"

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POLLOCK PINES
5940 PONY EXPRESS TRAIL
POLLOCK PINES, CA 95726

verizon WIRELESS

SHEET TITLE: PROJECT ELEVATIONS

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Revisions:
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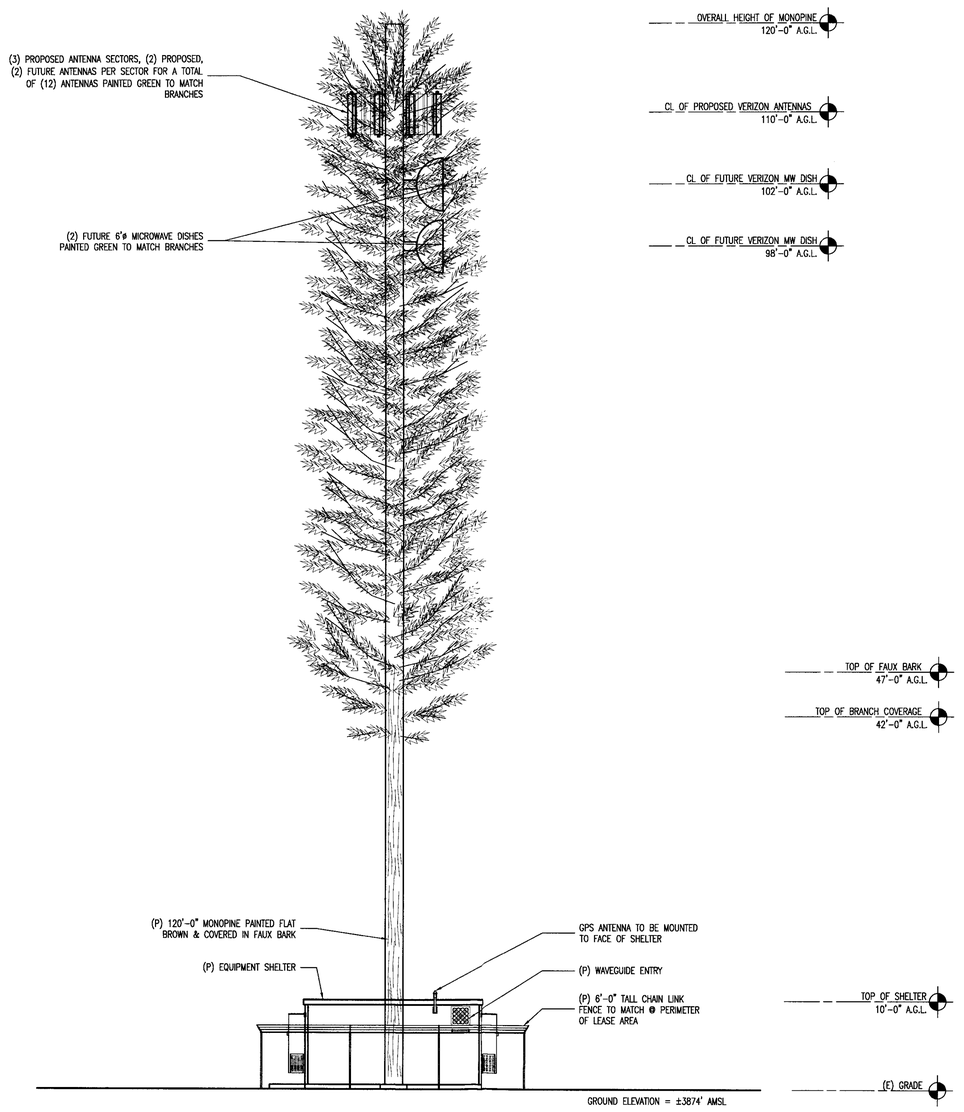
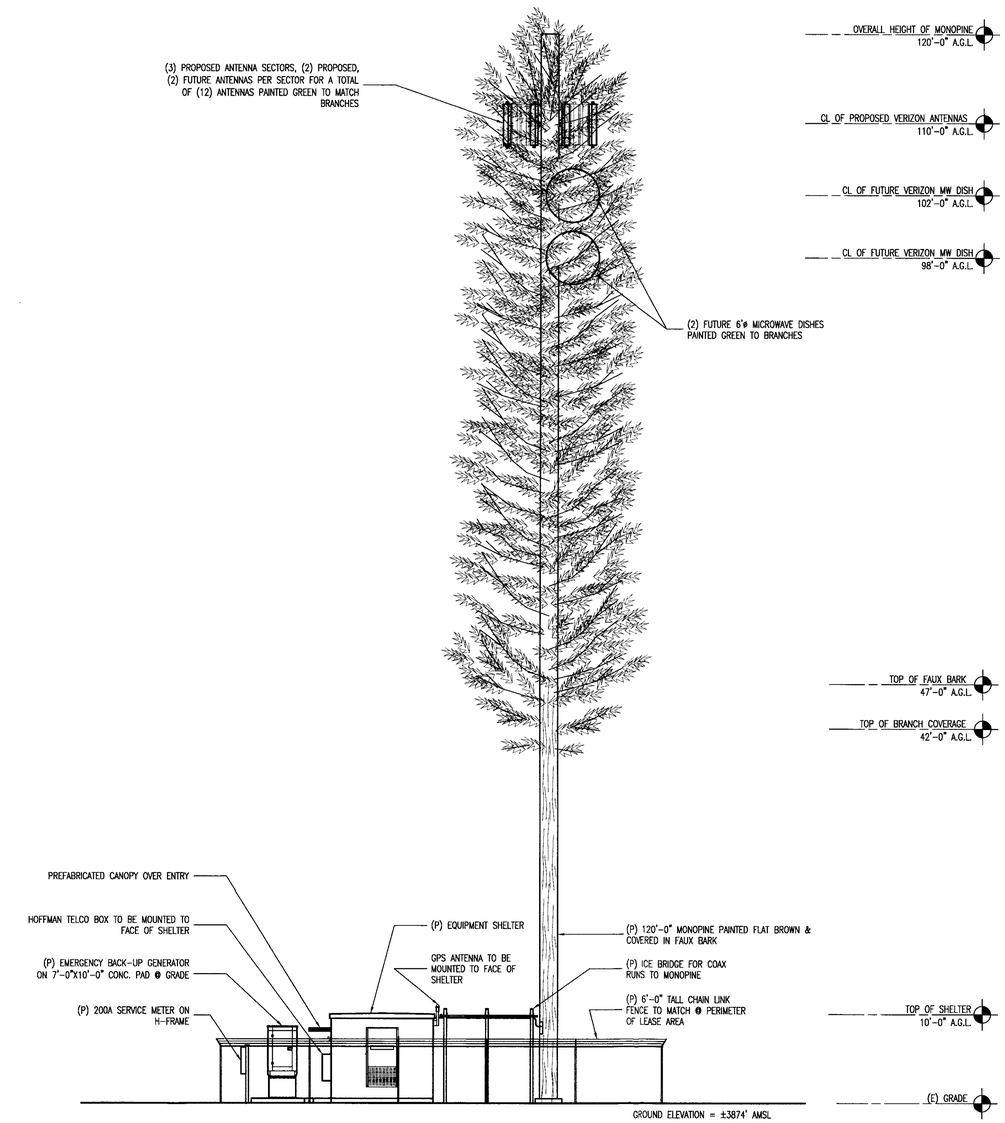
File: 162.66_A12.dwg
Drawn By: JCE
Checked By: MST
Scale: AS NOTED
Date: 10/21/05

Job No. 162.66

A1.2



2 A1.3 WEST ELEVATION
SCALE: 1/8" = 1'-0"



1 A1.3 NORTH ELEVATION
SCALE: 1/8" = 1'-0"

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225 30th Street, Suite 301, Sacramento, CA 95816
916.341.0405 ph 916.341.0406 fx
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POLLOCK PINES, CA 95726

verizon WIRELESS

SHEET TITLE: PROJECT ELEVATIONS

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Revisions:
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File: 162.66_A1.3.dwg
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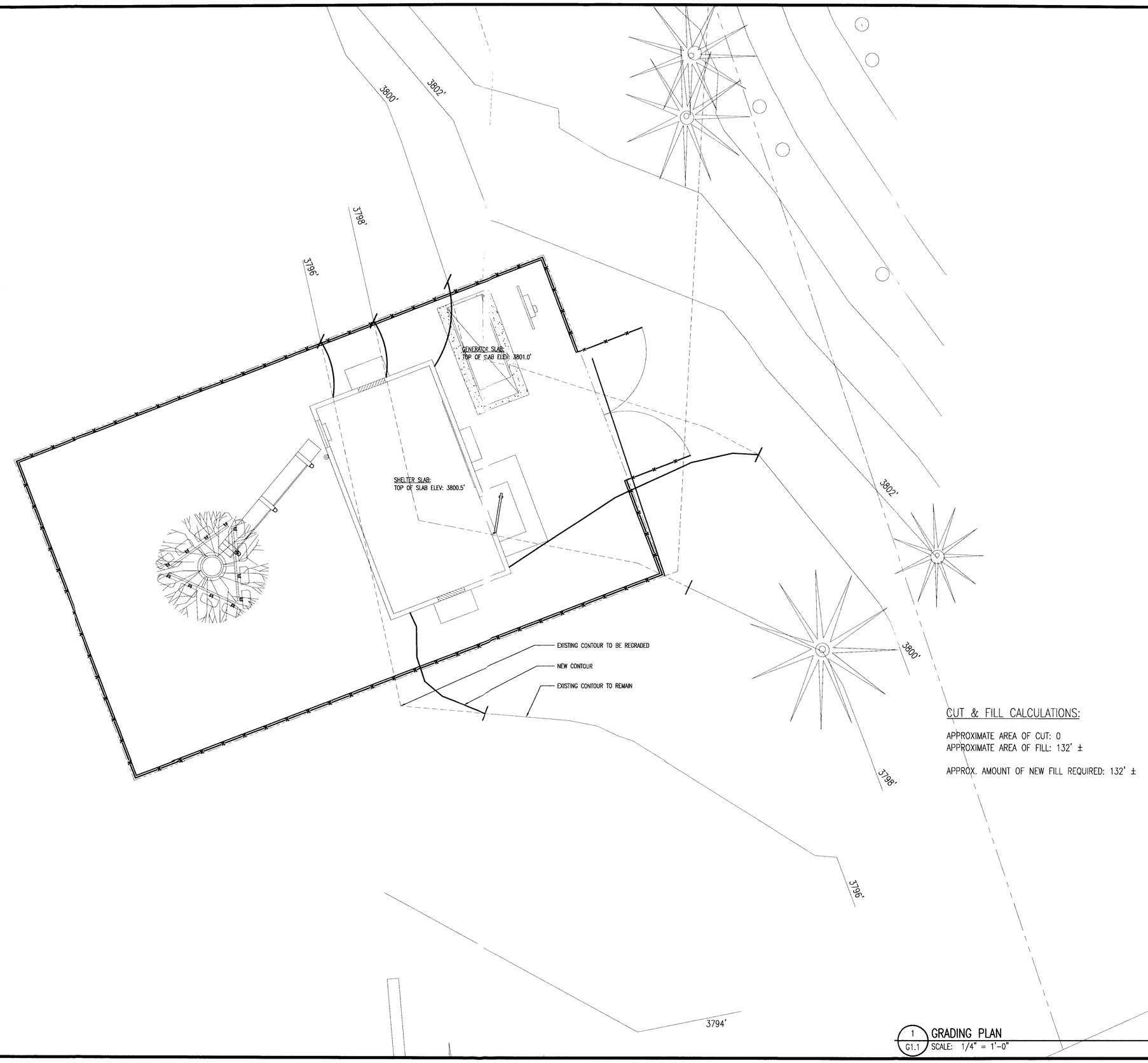
Checked By: MST
Scale: AS NOTED
Date: 10/21/05

Job No. 162.66

A1.3



CUT & FILL CALCULATIONS:

APPROXIMATE AREA OF CUT: 0
APPROXIMATE AREA OF FILL: 132' ±

APPROX. AMOUNT OF NEW FILL REQUIRED: 132' ±

1 G1.1 GRADING PLAN
SCALE: 1/4" = 1'-0"

Manuel S. Tsihlas, Architect, Inc.
225 30th Street, Suite 301, Sacramento, CA 95816
916.341.0405 ph 916.341.0406 fx
www.archit-x.com

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POLLOCK PINES, CA 95726

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SHEET TITLE: GRADING PLAN

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Revisions:
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File: 162.66_A12.dwg
Drawn By: TST
Checked By: MST
Scale: AS NOTED
Date: 10/21/05

Job No. 162.66

G1.1

Notice of Determination

Form C

To: ☐ Office of Planning and Research
PO Box 3044
1400 Tenth Street, Room 121
Sacramento, CA 95812-3044

From: (Public Agency)
Development Services/Planning
2850 Fairlane Court
Placerville, CA 95667

☒ County Clerk
County of El Dorado
360 Fair Lane
Placerville, CA 95667

FILED
APR 13 2006
WILLIAM E. SCHULTZ, Recorder-Clerk
By

Subject:
Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.

Project Title	Project Applicant	Telephone
Special Use Permit S05-0018	Complete Wireless/Jennifer Walker 9300 Tech Center Drive, Suite 190; Sacramento, CA 95826	(916) 601-1123
N/A	Tom Dougherty	(530) 621-5355
State Clearinghouse Number (if submitted to Clearinghouse)	Lead Agency Contact Person	Area Code/Telephone Extension

Assessor's Parcel Number 101-201-80, south side of Pony Express Trail, approximately 1,900 feet east of the intersection with Blair Road, in the Pollock Pines area of El Dorado County.
Project Location (include county)

Project Description: Construction of a wireless telecommunications facility to include ground-mounted equipment and a 120-foot monopine tower with 12 antennas.

This is to advise that the Planning Commission (☒ Lead Agency ☐ Responsible Agency) has approved the above described project on January 12, 2006 (date)

and has made the following determinations regarding the above described project:

1. The project ☐ will ☒ will not have a significant effect on the environment.
2. ☐ An environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.
   ☒ A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation Measures ☐ were ☒ were not made a condition of the approval of this project.
4. A Statement of Overriding Considerations ☐ was ☒ was not adopted for this project.
5. Findings ☒ were ☐ were not made pursuant to the provisions of CEQA.

Fish and Game Fees/Recording Fees

☒ Project is de minimis in effect; $35 recording fee required for Notice of Determination and Certificate of Fee Exemption
☐ Negative Declaration prepared; $1,250 Fish and Game fee required for Notice of Determination
☐ EIR filed; $850 fee required for Notice of Determination
☐ Recording fee of $35 required ☐ County project; no recording fee required

This is to certify that the final EIR with comments and responses and record of project approval is available to the General Public at:

Signature (Public Agency)	Date	Title
	4/10/06	Deputy Director of Planning

Date received for filing at OPR:

Attachment I

EL DORADO CO. RECORDER/CLERK
DATE POSTED: 4-14-06
DATE REMOVED: 6-8-06
DATE RETURNED

STATE OF CALIFORNIA - THE RESOURCES AGENCY
DEPARTMENT OF FISH AND GAME
ENVIRONMENTAL FILING FEE CASH RECEIPT
DFG 753.5a (8-03)

056879

Lead Agency: EDC Development/Planning Serv. Date: 4 13 06
County / State Agency of Filing: EDC Recorder Clerk Document No.: P06 51
Project Title: Special Use Perm. + SD 5-0018
Project Applicant Name: Complete W. reuss/Jennifer Walker Phone Number: (601-11
Project Applicant Address: 9300 Tech Center Dr. Ste 190 Sacramento, Ca.
Project Applicant *(check appropriate box):* Local Public Agency ☐ School District ☐ Other Special District ☐
State Agency ☐ Private Entity ☒

CHECK APPLICABLE FEES:

( ) Environmental Impact Report	$850.00	$
( ) Negative Declaration	$1,250.00	$
( ) Application Fee Water Diversion *(State Water Resources Control Board Only)*	$850.00	$
( ) Projects Subject to Certified Regulatory Programs	$850.00	$
( ) County Administrative Fee	$25.00	$ 35.00
(X) Project that is exempt from fees		
TOTAL RECEIVED		$ 35.00

Signature and title of person receiving payment: [signature]

WHITE-PROJECT APPLICANT YELLOW-DFG/FASB PINK-LEAD AGENCY GOLDENROD-STATE AGENCY OF FILING

Attachment I

Odic Environmental
Environmental Consulting & Real Estate Due Diligence
Tel 888-ODICENV 888-634-2368
Fax 213-380-0505
3255 Wilshire Blvd. Suite 1510
Los Angeles, CA 90010

RELIANCE LETTER

December 7, 2018

To: Pinnacle Bank ("Lender")

And

U.S. Small Business Administration ("SBA")

Re: Borrower Name:
Project Address ("Property"): 5940 Pony Express Trail, Pollock Pines, CA 95726
Environmental Investigation Report Number(s): 6367305TSA

Dear Lender and SBA:

Mary Osborne ("Environmental Professional") meets the definition of an Environmental Professional as defined by 40 C.F.R. § 312.10(b) and has performed or supervised the performance of the following "Environmental Investigation(s)" (check all that apply):

_X_ A Transaction Screen of the Property dated, December 7, 2018 ,and any addendum(s) thereto, conducted in accordance with ASTM International's most recent standard (currently ASTM E1528-14);

___ A Phase I (or an Updated Phase I) Environmental Site Assessment of the Property dated _____, 20____, and any addendum(s) thereto, conducted in accordance with ASTM International's most recent standard (currently ASTM E1527-13). In addition, the Environmental Professional has addressed the performance of the "additional inquiries" set forth at 40 C.F.R. § 312.22;

___ A Phase II Environmental Site Assessment of the Property dated _____, 20____, and any addendum(s) thereto, conducted in accordance with generally-accepted industry standards of practice and consisting of a scope of work that would be considered reasonable and sufficient to identify the presence, nature and extent of a Release as it impacts the Property.

Reliance by SBA and Lender. Environmental Professional (and Environmental Professional's firm, where applicable) understand(s) that the Property may serve as collateral for an SBA guaranteed loan, a condition for which is an Environmental Investigation of the Property by an Environmental Professional. Environmental Professional (and Environmental Professional's firm, where applicable) authorize(s) Lender and SBA to use and rely upon the Environmental Investigation. Further, Environmental Professional (and Environmental Professional's firm, where applicable) authorize(s) Lender and SBA to release a copy of the Environmental Investigation to the borrower for information purposes only. This letter is not an update or modification to the Environmental Investigation. Environmental Professional (and Environmental Professional's firm, where applicable) makes no representation or warranty, express or implied, that the condition of the Property on the date of this letter is the same or similar to the condition of the Property described in the Environmental Investigation.

Insurance Coverage. Environmental Professional (and/or Environmental Professional's firm, where applicable) certifies that he or she or the firm was covered as of the date of the

Odic Environmental
Environmental Consulting & Real Estate Due Diligence
Tel 888-ODICENV 888-634-2368
Fax 213-380-0505
3255 Wilshire Blvd. Suite 1510
Los Angeles, CA 90010

Environmental Investigation by errors and omissions liability insurance with a minimum coverage of $1,000,000 per claim (or occurrence) and that evidence of this insurance is attached. As to the Lender and SBA, Environmental Professional (and Environmental Professional's firm, where applicable) specifically waive(s) any dollar amount limitations on liability up to $1,000,000 as well as any time limitations on liability.

Waiver of Right to Indemnification. Environmental Professional and Environmental Professional's firm waive any right to indemnification from the Lender and SBA.

Impartiality. Environmental Professional certifies that (1) to the best of his or her knowledge, Environmental Professional is independent of and not a representative, nor an employee or affiliate of seller, borrower, operating company, or any person in which seller has an ownership interest; and (2) the Environmental Professional has not been unduly influenced by any person with regard to the preparation of the Environmental Investigation or the contents thereof.

Acknowledgment. The undersigned acknowledge(s) and agree(s) that intentionally falsifying or concealing any material fact with regard to the subject matter of this letter or the Environmental Investigations may, in addition to other penalties, result in prosecution under applicable laws including 18 U.S.C. § 1001.

Mary F Osborne

_____

Environmental Professional
Printed Name: Mary Osborne

(Note: The Environmental Professional must always sign this letter above. If the Environmental Professional is employed or retained by an Environmental Firm, then an authorized representative of the firm must also sign below).

_____

Signature of representative of firm who is authorized to sign this letter
Printed Name & Title: Eric Miller, President
Name of Environmental Firm: Odic Environmental
Enclosure: Evidence of Insurance

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/2/2018

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.

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PRODUCER Van Oppen & Co. 2, Inc. VOCO 2 Insurance & Risk Control Services P.O. Box 793 Teton Village WY 83025	**CONTACT NAME:** Brenda Todd **PHONE (A/C, No, Ext):** 800-746-0048 **FAX (A/C, No):** **E-MAIL ADDRESS:** service@vanoppenco2.com
INSURED ODICE-1 ODIC Environmental, Inc. 3255 Wilshire Blvd., #1510 Los Angeles CA 90010	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** SCIF — 35076 **INSURER B :** Colony Insurance Company — 39993 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 804603624 **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	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X CPL(Pollution) GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	Y	PACEP307621	10/21/2017	10/21/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	**AUTOMOBILE LIABILITY** ANY AUTO ALL OWNED AUTOS [ ] SCHEDULED AUTOS X HIRED AUTOS [X] NON-OWNED AUTOS	Y	Y	PACEP307621	10/21/2017	10/21/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	[ ] **UMBRELLA LIAB** [X] OCCUR X **EXCESS LIAB** [X] CLAIMS-MADE DED [X] RETENTION $ 0	Y	Y	EXC13514	10/21/2018	10/21/2019	EACH OCCURRENCE AGGREGATE XS GL/CPL/E&O	$ 4,000,000 $ 4,000,000 $ AL/EL
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below		Y	9095492-18	4/1/2018	4/1/2019	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Professional Liability "Claims Made" $5,000 per claim Ded			PACEP307621	10/21/2017	10/21/2019	Each Claim Aggregate Subject to GL Agg	1,000,000 2,000,000

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

CERTIFICATE HOLDER

General Information Only

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

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TRANSACTION SCREEN ASSESSMENT

Subject Property Address

5940 Pony Express Trail

Pollock Pines, CA 95726

Odic Project Number

6367305TSA

Report Date

12/7/2018

Prepared for

Rebecca Wang

Pinnacle Bank

18181 Butterfield Blvd 105

Morgan Hill, CA 95037

Odic Environmental

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12/7/2018
Rebecca Wang
Pinnacle Bank
18181 Butterfield Blvd 105
Morgan Hill CA 95037

Attached please find our TRANSACTION SCREEN ASSESSMENT, ("the Report") for the above-mentioned Subject Property. This report has been prepared by Odic for the Client under the professional supervision of the principal and/or senior staff whose seal(s) and signatures appear hereon. Neither Odic, nor any staff member assigned to this investigation has any interest or contemplated interest, financial or otherwise, in the subject or surrounding properties, or in any entity which owns, leases, or occupies the subject or surrounding properties, and has no personal bias with respect to the parties involved.

The assessment was conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession, and in accordance with generally accepted practices of other consultants currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended. The Report speaks only as of its date, in the absence of a specific written update of the Report, signed and delivered by Odic.

There are no intended or unintended third party beneficiaries to this Report, unless specifically named. Odic is an independent contractor, not an employee of either the issuer or the borrower, and its compensation was not based on the findings or recommendations made in the Report or on the closing of any business transaction. Thank you for the opportunity to prepare this Report, and assist you with this project. Please call us if you have any questions or if we may be of further assistance.

By signing below, Odic declares that, to the best of our professional knowledge and belief, the undersigned meet the definition of an Environmental Professional as defined in §312.10 of 40 CFR 312 and have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the Subject Property. Odic has developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.

Respectfully Submitted,

Mary Osborne, CEM
Senior Consultant per §312.10 of 40 CFR 312

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EXECUTIVE SUMMARY

ODIC Environmental (ODIC) performed a *Transaction Screen Assessment* (hereinafter referred to as TSA or Report) of the subject property (hereinafter referred to as the Property) in conformance with the scope and limitations of ASTM Standard Practice E1528-14. Any exceptions to or deletions from this practice are described in the individual sections of this Report. A summary of findings is provided below:

REPORT COMPONENT	SUMMARY OF FINDINGS
Property Address(es)	The Property address is 5940 Pony Express Trail, Pollock Pines, El Dorado County, CA 95726.
Property Description	The Property consists of three parcels that form an irregular-shaped approximately 3-acre site. It is improved with an L-shaped motel building, outdoor heated swimming pool, asphalt-paved parking lot, gravel-covered overflow parking lot, cellular tower site, and native vegetarian. The Property operates as a Best Western Stagecoach Inn. The motel building is an approximately 12,000-square-foot, two-story building with 26 guestrooms. There are also a two-bedroom manager's apartment, a breakfast room with pantry, a laundry room, and storage areas in the building.It is located at the northern portion of the Property. Located northwest of the motel is the outdoor heated swimming pool and east of the motel is the asphalt-paved parking lot. The overflow parking lot is located south of the motel followed by a leach field, native vegetation, and a cellular tower site. The remainder of the Property consists of native, unimproved vegetation.
Summary of Property Reconnaissance	The Property is occupied by a motel. Five 5-gallon containers of cooling tower treatment chemicals were observed in the cooling tower shed. The chemicals include corrosion inhibitors with bicarbonates to neutralize acidity and scale inhibitors to prevent scale deposits. Two 5-gallon containers of swimming pool treatment chemicals were observed. No apparent storage concerns were observed. A septic tank is located west of the motel building. The leach field is located south of the motel building. A cellular tower site is located at the southern portion of the Property. The site is maintained by American Tower Corporation. Diesel fuel and lead acid batteries are stored in an enclosed building for use when the cellular tower site loses power. In general, cellular tower sites are not assessed to pose a significant environmental risk. Site reconnaissance revealed no evidence of underground storage tanks, clarifiers, sumps, large quantities of hazardous materials or other environmental concerns.
Historical Use of the Property	The Property was developed with the current motel building and associated features in 1982. It was presumably vacant land prior to 1982. The Property has remained relatively unchanged since the time of development. It originally operated as a Stagecoach Motor Inn until it became a Best Western Stagecoach Inn in 2004 and remains operating as such. The southern portion of the Property remains undeveloped.

REPORT COMPONENT	SUMMARY OF FINDINGS
Federal and State Environmental Database Search Summary	The Property address is listed on the CUPA Listings and FINDS databases in association with the onsite cellular tower and is not indicative of an environmental concern. Records for the Property address were on file with the El Dorado County Department of Environmental Management. The records pertain to the onsite cellular tower. The associated CERS documents state that the tower uses an approximately 200-gallon diesel fuel aboveground storage tank and approximately 75 gallons of lead battery acid. In general, cellular tower sites are not assessed to pose a significant environmental risk. No properties within the specified search distances were identified that are assessed as environmental concerns for the Property.
Conclusions	PEC identified: ☐ Yes ☒ No For detailed discussion of Potential Environmental Concerns (PECs), if any, see Section 6.0 of this Report.
Recommendations and Opinions	Refer to Section 6.0 for ODIC's professional opinions and recommendations.

1.0 INTRODUCTION

ODIC Environmental (ODIC) performed a *Transaction Screen Assessment* (hereinafter referred to as TSA or Report) of the subject property (hereinafter referred to as "the Property") in conformance with the scope and limitations of the *ASTM International*, formerly known as the *American Society for Testing and Materials (ASTM), Standard Practice for Environmental Site Assessments: Transaction Screen Assessment Process, ASTM Designation E1528-14 (*ASTM Standard Practice E1528-14).

The purpose of this practice is to define good commercial and customary practices in the United States of America for conducting a TSA for a parcel of *commercial real estate* where the *user* (Client) wishes to conduct limited environmental *due diligence* (less than a *Phase I Environmental Site Assessment*). If the driving force behind the environmental *due diligence* is a desire to qualify for one of the *Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) Landowner Liability Protections (LLPs)*, this practice should not be applied. Instead, the ASTM Standard Practice E1527-13 for Environmental Site Assessments - Phase I Environmental Site Assessment Process - shall be used.

This Report is prepared by ODIC for the Client under the professional supervision of the principal and/or senior environmental staff whose seal(s) and signature(s) appear hereon. Neither ODIC, nor any staff member assigned to this investigation has any interest or contemplated interest, financial or otherwise, in the Property or surrounding properties, or in any entity which owns, leases, or occupies the Property or surrounding properties or which may be responsible for environmental issues identified during the course of this investigation, and has no personal bias with respect to the parties involved.

PURPOSE AND OBJECTIVE

The primary purpose of this TSA is to assist Client with identifying *Potential Environmental Concerns* (PECs) in connection with the Property described in this Report. The Report has been prepared in accordance with ASTM Standard Practice E1528-14 guidelines for the use and benefit of the Client. It is based, in part, upon documents, writings, and information owned, possessed, or secured by the Client. Neither this Report, nor any information contained herein, shall be used or relied upon for any purpose by any other person or entity without the express written permission of the Client.

Another purpose of this TSA is to assist the Client in its underwriting of a proposed mortgage loan on the Property, if this Report is prepared as a part of a pre-financing environmental due diligence, and to identify PECs in connection with the Property described in this Report.

ASTM Standard Practice E1528-14 defines *a* PEC as the possible presence of any *hazardous substances* or *petroleum products* on a *property* under conditions that indicate the possibility of an existing release, a past release, or a threat of a release of any *hazardous substances* or *petroleum products* into structures on the *property* or into the ground, ground water, or surface water of the *property*. The term includes *hazardous substances* or *petroleum products* even under conditions in compliance with laws. (Note that "threat of release" is generally understood to be present when *hazardous substances* or *petroleum products* are poorly managed (for example in corroded tanks or damaged containers) but the release of the contaminants has not yet occurred, and there is an opportunity to take response action to prevent a release of the contaminants.)

SCOPE OF WORK

This Report was prepared for the exclusive use of the Client or User of this Report. The information reported was obtained through sources deemed reasonably ascertainable, as defined in ASTM Standard Practice E1528-14; a visual site survey of areas readily observable, easily accessible, or made accessible by the Property contact; interviews with owners, agents, occupants, or other appropriate persons involved with the Property; and a review of a regulatory database report provided by a third-party company such as Environmental Data Resources (EDR).

Findings, conclusions, and recommendations included in this Report are based on our visual observations in the field, information provided by the Client, and/or a review of readily available and supplied documents.

LIMITATIONS AND EXCEPTIONS

ODIC renders no opinion as to the Property condition at un-surveyed and/or inaccessible portions of the Property. ODIC relies completely on the information, whether written, graphic or verbal, provided by the Property contact or as shown on any documents reviewed or received from the Property contact, owner or agent, or municipal source, and assumes that information to be true and correct. The observations in this Report are valid on the date of the survey. Where access to portions of the Property or to structures on the Property was unavailable or limited, ODIC renders no opinion as to the presence of petroleum products or hazardous substances in that portion of the Property or structure. In addition, ODIC renders no opinion as to the presence of, or indirect evidence relating to, petroleum products or hazardous substances where direct observation of the interior walls, floor, or ceiling of a structure was obstructed by objects or coverings on or over these surfaces.

The conclusions provided by ODIC are based on the information obtained by visual survey of the Property, and information provided by agents representing the Property, or agents of the owner. In addition, ODIC has relied on certain information provided by state and other referenced parties, and on information provided by the Client or *user* available to ODIC at the time of the assessment. Although there may have been some degree of overlap in the information provided by these various sources, ODIC did not attempt to independently verify the accuracy or completeness of all information reviewed or received during the course of these Environmental Services.

ODIC has performed this TSA in conformance with the scope and limitations of ASTM Standard Practice E1528-14. This TSA is intended for use on a voluntary basis by parties who wish to assess the environmental condition of *commercial real estate* where a *Phase I Environmental Site Assessment* is deemed to be unnecessary by the *user* and the parties do not seek CERCLA *LLPs*. It is intended primarily as a commercially prudent or reasonable approach to conducting an inquiry designed to identify *Potential Environmental Concerns* in connection with a *property*. It is not intended to permit a *user* to satisfy CERCLA *LLPs*; that is, the practices that constitutes "*all appropriate inquiries"* into the previous ownership and uses of the *property* consistent with good commercial or customary practice as defined in 42 U.S.C. §9601(35)(B). No TSA can wholly eliminate uncertainty regarding the potential for environmental concern in connection with a *property*.

TSAs can be performed by, but do not require, the judgment of an *Environmental Professional (EP)*. If an EP is contracted to prepare a TSA, nothing in this practice requires the EP to develop opinions and conclusions.

The TSA process consists of asking questions, contained within the *transaction screen questionnaire,* of *owners* and *occupants* of the *property;* observing site conditions at the *property* with direction provided by the *transaction screen questionnaire;* and, to the extent *reasonably ascertainable*, conducting limited research regarding certain government records and certain standard historical sources. The questions asked of *owners* are the same questions as those asked of *occupants*.

It is acknowledged that ODIC's judgments shall not be based on scientific or technical tests or procedures beyond the Scope of Services or beyond the time and budgetary constraints imposed by the Client. It is acknowledged further that ODIC's conclusions shall not rest on pure science but on such considerations as economic feasibility and available alternatives. The Client also acknowledges that, because geologic and soil formations are inherently random, variable, and indeterminate in nature, the conclusions and opinion of this Report are not guaranteed to be a representation of actual conditions on the Property, which are also subject to change with time as a result of natural or man-made processes, including water permeation.

SIGNIFICANT ASSUMPTIONS AND LIMITING CONDITIONS

This TSA was conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession, and in accordance with generally accepted practices of other consultants currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended. The Report speaks only as of its date, in the absence of a specific written update of the Report, signed and delivered by ODIC.

Responses received from local, state, or federal agencies or other secondary sources of information after the issuance of this Report may change certain facts, findings, conclusions, or circumstances to the report. A change in any fact, circumstance, or industry-accepted procedure upon which this Report was based may adversely affect the findings, conclusions, and recommendations expressed in this Report. Additional information that becomes available after our survey and Report submission concerning the Property should be provided to ODIC so that our conclusions may be revised and modified if necessary, at additional cost.

Some of the information provided in this Report is based upon personal interviews, and research of available documents, records, and maps supplied by government agencies and private parties. This Report is subject to the limitations of historical documentation, availability, and accuracy of the pertinent records, and the personal recollections of those persons contacted. This practice does not address requirements of any local, state, or federal laws. Furthermore, this Report does not intend to address health and safety concerns, if any, associated with the Property.

Adjoining sites, neighboring sites, or surrounding properties mentioned in this Report are defined only up to one parcel immediately next to the Property, and ODIC will only check immediately adjoining properties to identify historical use of the surrounding areas via historical sources or data on such adjoining properties, and/or walk-through along the Property's perimeters to find obvious signs of environmental concerns.

It is often not possible (under the "*reasonably ascertainable*" clause of ASTM Standard Practice E1528-14) to identify every single historical business tenant or occupant of the Property. ODIC cannot be liable for not identifying all such past tenants or occupants of the Property.

There may be environmental issues or conditions at a Property that parties may wish to assess in connection with *commercial real estate* that are outside the scope of this practice (the non-scope considerations). Some substances may be present on a Property in quantities and under conditions that may lead to contamination of the property or of nearby properties but are not included in CERCLA's definition of *hazardous substances* (42 U.S.C. §9601(14)) or do not otherwise present potential CERCLA liability. In any case, they are beyond the scope of ASTM Standard Practice E1528-14.

Whether or not a *user* elects to inquire into non-scope considerations in connection with this practice, no assessment of such non-scope considerations is required for appropriate inquiry as defined by ASTM Standard Practice E1528-14. There may be standards or protocols for assessment of potential hazards and conditions associated with non-scope conditions developed by governmental entities, professional organizations, or other private entities. No implication is intended as the relative importance of inquiry into such non-scope considerations, and this list of non-scope considerations is not intended to be all-inclusive: asbestos-containing materials, radon, lead-based paint, lead in drinking water, wetlands, regulatory compliance, cultural and historic resources, industrial hygiene, health and safety, ecological resources, endangered species, indoor air quality, high voltage power lines, and mold.

It should be noted that certain conditions may not have been reasonably identifiable or ascertainable from the available information during the course of this Report. ODIC assumes that information obtained from the record review and the interviews concerning the Property is reliable. However, ODIC cannot and does not warrant or guarantee that the information provided by these other sources is accurate or correct.

USER RELIANCE

This investigation was conducted in accordance with the Client's TSA scope of work for the use and benefit of the Client and assignees. It is based, in part, upon documents, writings, and information owned, possessed, or secured by the Client. Neither this Report, nor any information contained herein, shall be used or relied upon for any purpose by any other person or entity without the express written permission of the Client.

All Reports, both verbal and written, are for the sole use and benefit of the Client. Either verbally or in writing, third parties may come into possession of this Report or all or part of the information generated as a result of this work. In the absence of a written agreement with ODIC granting such rights, no third parties shall have rights of recourse or recovery whatsoever under any course of action against ODIC, its officers, employees, vendors, successors or assigns. Any such unauthorized user shall be responsible to protect, indemnify and hold ODIC, the Client and their respective officers, employees, vendors, successors and assigns harmless from any and all claims, damages, losses, liabilities, expenses (including reasonable attorneys' fees) and costs attributable to such use. Unauthorized use of this Report shall constitute acceptance of and commitment to these responsibilities, which shall be irrevocable and shall apply regardless of the cause of action or legal theory pled or asserted. Additional legal penalties may apply.

INDEPENDENT CONTRACTOR STATUS / PROFESSIONAL RESPONSIBILITY

In conducting this TSA, ODIC operates as, and has the status of, an independent contractor. Subject to any limitations established by the Client as to the degree of care and amount of time and expenses to be incurred and any other limitations contained in the mutually agreed contractual agreement and verbal engagement, ODIC performs the environmental services consistent with the level of care and skill ordinarily exercised by other professional consultants under similar circumstances at the time the environmental services are performed. Client hereby acknowledges that whenever a project involves hazardous or toxic materials there are certain inherent risk factors involved (such as limitations on laboratory analytical methods, variations in subsurface conditions, economic loss to Client or Property owner, a potential obligation for disclosure to regulatory agencies, a potential for a decrease in market value of real property, and the like) that may adversely affect the results of the Project, even though the Services are performed with such skill and care. No other representation, warranty, or guarantee, express or implied, is included or intended by the mutually agreed contractual agreement and verbal engagement.

Note: Italicized words or terms in this Report generally refer to words or terms that are defined in ASTM Standard Practice E1528-14.

2.0 PROPERTY DESCRIPTION

2.1 PROJECT INFORMATION

Project Information	
ITEM	
Project Number	6367305-TSA
Property Address(es)	5940 Pony Express Trail, Pollock Pines, El Dorado County, CA 95726
Historical/Alternate Property Address(es)	There were none identified. (note: EDR Radius Map plots the site location in Camino, CA with zip code 95709)
Tax Assessor's Parcel Number	101-141-073-000, 101-141-076-000, 101-201-080-000
Property Inspection Date	Best Western Stagecoach Inn
Weather Condition	December 4, 2018
Site Visit Conducted by	Richard Kim, Senior Environmental Consultant
Report Author(s)	Richard Kim, Senior Environmental Consultant Jennifer Hoff, Environmental Consultant
QA/QC Environmental Professional	Mary Osborne, Senior Environmental Consultant
Property Location	The Property is located on the south side of Pony Express Trail, approximately 1,700 feet east of Blair Road. Interstate 50 (Lincoln Highway) is to the south.
General Setting	The general setting is commercial and residential.
Property Type	Motel

2.2 PROPERTY IMPROVEMENTS

Property Improvements & Building / Land Description	
ITEM	
Property Description	The Property consists of three parcels that form an irregular-shaped approximately 3-acre site. It is improved with an L-shaped motel building, outdoor heated swimming pool, asphalt-paved parking lot, gravel-covered overflow parking lot, cellular tower site, and native vegetarian. The Property operates as a Best Western Stagecoach Inn. The motel building is an approximately 12,000-square-foot, two-story building with 26 guestrooms, two-bedroom manager's apartment, a breakfast room with pantry, a laundry room, and storage areas. It is located at the northern portion of the Property. Located northwest of the motel is the outdoor heated swimming pool and east of the motel is the asphalt-paved parking lot. The overflow parking lot is south of the motel and followed by a leach field, native vegetation, and a cellular tower site. The remainder of the Property consists of native, unimproved vegetation.
	Data Source(s) for Parcel Size: Orange Coast Title Company property profile, EDR-provided data
	Data Source(s) for Building Size(s): Estimated from a Google Earth aerial photograph
Estimated Year of Construction	1982
	Data Source(s): Orange Coast Title Company property profile

Improvement Description	The motel building is a wood-framed building with pitched roof on a concrete foundation. The interior of the motel consists of carpeted and tiled floors with in-unit heaters.
Other Improvements & Features (including description of unimproved areas)	A septic tank is located west of the motel building. The leach field extends south of the motel building to the southern portion of the Property.

2.3 PROPERTY OCCUPANTS & USE

Property Occupants & Use	
ITEM	
Present Occupant(s) and Detailed Description of Business Operation(s)	The Property is operating as the Best Western Stagecoach Inn, a 26-room motel with amenities that include beds, restrooms, breakfast room, and an outdoor swimming pool. In addition, there is a two-bedroom manager's apartment. A cellular tower site that is managed by American Tower Corporation is located at the southern portion of the Property.

3.0 PROPERTY RECONNAISSANCE

3.1 LIMITING CONDITIONS

The information reported herein was obtained through sources deemed reliable, a visual site survey of areas readily observable, easily accessible or made accessible by the Property contact and interviews with owners, agents, occupants, or other appropriate persons involved with the Property.

No disassembly of systems or building components or physical or invasive testing was performed. ODIC renders no opinion as to the Property condition at un-surveyed and/or inaccessible portions of the Property. ODIC relies completely on the information, whether written, graphic or verbal, provided by the Property contact or as shown on any documents reviewed or received from the Property contact, owner or agent, or municipal source, and assumes that information to be true and correct. The observations in this Report are valid on the date of the survey. Note: Typically lenders have environmental policies whereby due diligence reports are valid for one year from the report date. However, such policies and standards can vary from each lender or *user*.

3.2 PROPERTY RECONNAISSANCE

ENVIRONMENTAL QUESTIONAIRRE		
ITEM	**ENVIRONMENTAL QUESTIONS (PER ASTM E1528-14)**	**IF YES, PROVIDE DETAILS**
1	Is the Property or any adjoining property used for an industrial use?	No
2	Did you observe evidence or do you have any prior knowledge that the Property or any adjoining property has been used for any industrial use in the past?	No
3	Is the Property or any adjoining property used as a gasoline station, motor repair facility, commercial printing facility, dry cleaners, photo developing laboratory, junkyard or landfill, or as a waste treatment, storage, disposal, processing, or recycling facility?	No
4	Did you observe evidence or do you have any prior knowledge that the Property or any adjoining property has been used as a gasoline station, motor repair facility, commercial printing facility, dry cleaners, photo developing laboratory, junkyard or landfill, or as a waste treatment, storage, and disposal, processing, or recycling facility?	No
5	Are there currently, or did you observe evidence or do you have any prior knowledge that, any damaged or discarded automotive or industrial batteries, or pesticides, paints or other chemicals in individual containers of greater than 5 gal (19 L) in volume or 50 gal (190 L) in the aggregate, have been stored on or used at the Property or at the facility?	No
6	Are there currently, or did you observe evidence or do you have any prior knowledge that, any industrial drums (typically 55 gal (208 L) or sacks of chemicals have been located on the Property or at the facility?	Five 5-gallon containers of cooling tower treatment chemicals were observed in the cooling tower shed. The chemicals include corrosion inhibitors with bicarbonates to neutralize acidity and scale inhibitors to prevent scale deposits. Two 5-gallon containers of

ENVIRONMENTAL QUESTIONAIRRE		
ITEM	**ENVIRONMENTAL QUESTIONS (PER ASTM E1528-14)**	**IF YES, PROVIDE DETAILS**
		swimming pool treatment chemicals were observed. No storage concerns were observed.
7	Did you observe evidence or do you have any prior knowledge that fill dirt has been brought onto the Property that originated from a contaminated site or that is of an unknown origin?	No
8	Are there currently, or did you observe evidence or do you have any prior knowledge that, any pits, ponds or lagoons have been located on the Property in connection with waste treatment or waste disposal?	No
9	Are there currently, or did you observe evidence or do you have any prior knowledge that, there have been previously, any stained soils on the Property?	No
10	Are there currently, or did you observe evidence or do you have any prior knowledge that, there have been previously, any registered or unregistered storage tanks (above or underground) located on the Property?	A 575-gallon propane tank is located south of the motel building.
11	Are there currently, or did you observe evidence or do you have any prior knowledge that, there have been previously, any vent pipes, fill pipes, or access ways indicating a fill pipe protruding from the ground on the Property or adjacent to any structure located on the Property?	No
12	Is there currently evidence of, or did you observe evidence or do you have any prior knowledge that there have been previously leaks, spills or staining by substances other than water, or foul odors, associated with any flooring, drains, walls, ceilings, or exposed grounds on the Property?	No
13	If the Property is served by a private well or nonpublic water system, is there evidence or do you have prior knowledge that contaminants have been identified in the well or system that exceed guidelines applicable to the water system or the well has been designated as contaminated by any government environmental/health agency?	No
14	Does the Property discharge wastewater (not including sanitary waste or storm water) onto or adjacent to the Property and/or into a sanitary sewer system or storm water system?	No
15	Did you observe evidence or do you have any prior knowledge that any hazardous substances or petroleum products, unidentified waste materials, tires, automotive or industrial batteries or any other waste materials have been dumped above grade, buried and/or burned on the Property?	No
16	Is there a transformer, capacitor, or any hydraulic equipment for which there are any records indicating the presence of PCBs?	No
17	Does the owner or occupant of the Property have any knowledge of environmental lien or governmental notification relating to past or current violations of environmental laws with respect to the Property or any facility located on the Property?	Not reported to ODIC by the owner or occupant of the Property.
18	Has the owner or occupant of the Property been informed of the past or current existence of hazardous substances or petroleum products or environmental violations with respect to the Property or any facility located on the Property?	Not reported to ODIC by the owner or occupant of the Property.
19	Does the owner or occupant of the Property have any knowledge of	Not reported to ODIC by

ENVIRONMENTAL QUESTIONAIRRE		
ITEM	**ENVIRONMENTAL QUESTIONS (PER ASTM E1528-14)**	**IF YES, PROVIDE DETAILS**
	environmental site assessment of the Property or facility that indicated the presence of hazardous substances or petroleum products on, or contamination of, the Property or recommended further assessment of the Property?	the owner or occupant of the Property.
20	Does the owner or occupant of the Property know of any past, threatened, or pending lawsuits or administrative proceedings concerning a release of threatened release of any hazardous substance or petroleum products involving the Property by any owner or occupant of the Property?	Not reported to ODIC by the owner or occupant of the Property.
This Questionnaire was completed by:		
Name	Richard Kim	
Title	Senior Environmental Consultant	
Date	December 4, 2018	
Relationship to *User*	Consultant	

Brief Summary of Site Reconnaissance and Detailed Discussion of Potential Environmental Concerns (if any):

The Property is occupied by a motel and grounds. Five 5-gallon containers of cooling tower treatment chemicals were observed in the cooling tower shed. The chemicals consist of corrosion inhibitors with bicarbonates to neutralize acidity and scale inhibitors to prevent scale deposits. Two 5-gallon containers of swimming pool treatment chemicals were observed. No apparent storage concerns were observed.

A septic tank is located west of the motel building. The leach field is located south of the motel building.

A cellular tower site is located at the southern portion of the Property. The site is maintained by American Tower Corporation. Diesel fuel and lead acid batteries are stored in an enclosed building that is used when the cellular tower site loses power. In general, cellular tower sites are not assessed to pose a significant environmental risk.

Site reconnaissance revealed no evidence of underground storage tanks, clarifiers, sumps, large quantities of hazardous materials or other environmental concerns.

3.3 INTERVIEWS

Interview with Current Property Owner			
	INTERVIEW DETAILS		
Name	Mr. Yeol Choi		
Business Title	Property and Business Owner		
Contact Information	530-644-2029		
Property Purchase Date	1989		
Purpose of Environmental Assessment	Property Sale	Refinance	Other
	X		

Summary	Mr. Choi said that he purchased the Property in 1989. He stated that originally the motel was constructed as the Stagecoach Motor Inn in 1982 and that it became the Best Western Stagecoach Inn around 2004. He said that the motel is a 26-guestroom motel with a two-bedroom manager's apartment with a gross building area of approximately 12,000 square feet. He added that instead of packaged terminal air conditioner (PTAC) wall-mounted units, the motel was constructed with a central heating system with a cooling tower and boiler. He stated that hot water is heated via a propane tank and that there is a septic tank located west of the motel with the leach field located south of the motel. He said that around ten years ago, the cellular tower was added to the southern portion of the Property. Additionally, he explained that the two unimproved parcels adjacent to the motel were part of the sale.

Interview with Neighbor	
	INTERVIEW DETAILS
Name	Mr. Kevin Carlson
Title	Homeowner
Address of Home	5945 Pony Express Trail, Pollock Pines, CA 95726
Contact Information	Not provided
Summary	Mr. Carlson, the north-adjacent residential neighbor, said that he has lived in the home for approximately 30 years. He stated that for as long as he could remember the Property was a motel and that t was operated as a Stagecoach Motor Inn before rebranding as a Best Western. He added that the site vicinity was generally residential and that the town center was approximately one mile to the east.

3.4 CURRENT USES OF ADJACENT PROPERTIES

For the scope of this assessment, properties are defined and categorized based upon their physical proximity to the Property. An adjoining property is defined as any real property or properties in which the border is contiguous or partially contiguous with that of the Property, or that would be contiguous or partially contiguous with that of the Property but for a street, road, or other public thoroughfare separating them.

Adjacent Properties	
ITEM	
North	Pony Express Trail is to the north followed by a residential dwelling at 5945 Pony Express Trail.
West	A residential quadruplex and a residential duplex are to the west at 5900 and 5936 Pony Express Trail.
East	A vacant lot is to the east at 5950 Pony Express Trail.
Northwest	Pony Express Trail is to the northwest followed by a residential dwelling at 5933 Pony Express Trail.
Northeast	Pony Express Trail is to the northeast followed by a residential dwelling at 5949 Pony Express Trail.
Southwest/ South/ Southeast	Caltrans property is to the southwest followed by Interstate 50.

4.0 STANDARD HISTORICAL RECORDS SEARCH

The objective of consulting historical sources is to develop a history of the previous uses of the Property and surrounding area, in order to help identify the likelihood of past uses having led to PECs in connection with the Property. ODIC exercises professional judgment and considers the possible *releases* that might have occurred at a Property in light of the historical uses and, in concert with other relevant information gathered as part of the limited TSA process.

Historical Records Search was conducted for the Property in conformance with the scope and limitations of ASTM Standard Practice E1528-14. In the event that there is no Sanborn Map Company fire insurance map coverage for the Property and adjacent sites, ODIC substituted the absence of Sanborn Map Company fire insurance map coverage with historical aerial photographs.

4.1 PREVIOUS ENVIRONMENTAL REPORTS

ODIC was not provided with or made aware of previous environmental reports pertaining to the Property.

4.2 SANBORN MAP COMPANY FIRE INSURANCE MAPS

Sanborn Map Company maps were created for fire insurance underwriters dating back to 1866, and often contain information regarding the uses of individual structures, and the locations of fuel and/or chemical storage tanks that may have been on a particular property. In 1996, the entire Sanborn Map Company collection was acquired by Environmental Data Resources, Inc. (EDR). ODIC subcontracted with EDR to provide copies of Sanborn Map Company maps, if available, for the Property and vicinity.

EDR responded that Sanborn Map Company fire insurance maps were not drawn for the Property or surrounding area.

4.3 HISTORICAL AERIAL PHOTOGRAPHS

ODIC reviewed aerial photographs via Nationwide Environmental Title Research, LLC's database (www.historicaerials.com). A summary of observations is provided below:

Historical Aerial Photographs	
YEAR	DESCRIPTION
1993	The Property and adjacent properties appear to be in the current configuration.
1998 to 2014	The Property and adjacent properties remain relatively unchanged from the previous photograph.

4.4 LOCAL STREET DIRECTORIES / HISTORICAL CITY DIRECTORIES

ODIC reviewed Historical City Directories provided by EDR for the years spanning 1970-2010. See Appendix D for full directory listings. A summary of listings for the Property is provided below:

Historical City Directories	
YEAR	LISTING
1974, 1980	No Return

Historical City Directories	
YEAR	LISTING
1985	Residential Willco Building Stagecoach Motor Inn
1989, 1994	Stagecoach Motor Inn
1999	Stagecoach Motor Inn Business Office
2005	Stagecoach Motor Inn Business Office Best Western Stagecoach Inn
2010	Best Western Stagecoach Inn Residential

For discussion of nearby properties of environmental concern, if any, see Sections 5.3 and 5.4.

4.5 PROPERTY PROFILE

ODIC obtained the following Property information from a title company property profile. See Appendix E for the property profile.

- Current Property Owner(s): CHOI YEOL
- Lot Size: 2.12 acres
- Building Size: Not provided (27 units)
- Construction Date: 1982
- Site Use / Use Code: Hotel/Motel
- Last Sale: July 7, 1992

4.6 OTHER HISTORICAL RECORDS

This category includes, but is not limited to: miscellaneous maps, newspaper archives, internet sites, community organizations, local libraries, historical societies, current *owners* or *occupants* of neighboring properties, or records in the files and/or personal knowledge of the *Property owner* and/or *occupants*.

There were no other historical resources used during the course of this assessment.

4.7 ENVIRONMENTAL QUESTIONNAIRE (EQ):

Per ASTM Standard Practice E1528-14, the environmental questions listed in Section 3.2 should be also be asked of the current owner of the property or other relevant parties.

ODIC did not obtain a completed EQ. The absence of a completed EQ is not considered significant, as information regarding historical and current use of the Property obtained from other sources is deemed sufficient to adequately assess the Property.

5.0 REGULATORY RECORDS SEARCH

5.1 PROCEDURE

The most current databases sources maintained by state and federal offices were provided by governmental record search database suppliers, such as EDR (Environmental Data Resources). For definitions of database acronyms, review the database report in Appendix C and/or refer to ASTM Standard Practice E1528-14.

Databases were searched for properties with reported environmental issues within distances specified by ASTM Standard Practice E1528-14, either by using geocoding information that identified the coordinates of the properties in the databases or by checking the street addresses of practically reviewable non-geocoded "orphan" properties within the same zip code. The database report is included as an appendix to this Report. The database report may identify certain "orphan sites" which are those facilities that could not be mapped or geocoded due to inadequate address information.

Orphan sites are unmappable sites which appear in a list form in the Radius Map Report rather than on the standard Radius Map. These sites are usually not identified in the Radius Map Report. ODIC cannot be held liable for not correctly locating these orphan sites to determine their impact to the Property.

ASTM Standard Practice E1528-14 uses terminology such as *Leaking Storage Tank* and *Registered Storage Tank* to refer to both Leaking Underground/Aboveground Storage Tanks and Underground/Aboveground Storage Tanks, respectively. For the purposes of this assessment, ODIC has used state-specific terminology to refer to Leaking Storage Tanks and/or other Registered Storage Tanks as generally defined by the state in which the Property is located.

5.2 PROPERTY LISTING(S)

FEDERAL AGENCY LISTINGS		STATE AGENCY LISTINGS	
DATABASE	**PROPERTY LISTED?**	**DATABASE**	**PROPERTY LISTED?**
NPL	No	State/Tribal Equivalent NPL	No
De-listed NPL	No	State/Tribal Equivalent CERCLIS	No
CERCLIS	No	State/Tribal SWF/LF	No
CERCLIS-NFRAP	No	State/Tribal Voluntary Cleanup Sites	No
RCRA-CORRACTS	No	State/Tribal Brownfield Sites	No
RCRA-TSDF	No	State/Tribal Leaking Storage Tank	No
RCRA-Generator	No	State/Tribal SLIC	No
ERNS	No	State/Tribal Registered Storage Tank	No
Federal IC/EC Registries	No	State/Tribal IC/EC Registries	No
Other Federal List	Yes	Other State List	Yes

OTHER ENVIRONMENTAL AGENCY LISTINGS	
AGENCY	**PROPERTY LISTED?**
California State Water Resources Control Board (SWRCB) - Geotracker database http://geotracker.waterboards.ca.gov/	No
California Department of Toxic Substances Control (DTSC) Hazardous Waste Tracking System (HWTS) http://hwts.dtsc.ca.gov/report_list.cfm	No
El Dorado County Department Of Environmental Management	Yes
El Dorado County Air Quality Management District	No

The Property was identified on the following environmental databases:

CUPA Listings:

The Property address is listed on the CUPA Listings database under the name Verizon Wireless Pollack Pines. The listing pertains to the onsite cellular tower and is not indicative of an environmental concern.

FINDS (Facility Index System):

The Property address is listed on the FINDS database under the name Verizon Wireless Pollack Pines. The listing pertains to the onsite cellular tower and is not indicative of an environmental concern.

El Dorado County Department of Environmental Management:

ODIC reviewed records for the Property address on file with the El Dorado County Department of Environmental Management. The records pertain to the onsite cellular tower. The associated CERS documents state that the tower uses an approximately 200-gallon diesel fuel aboveground storage tank and approximately 75 gallons of lead battery acid. In general, cellular tower sites are not assessed as environmental concerns.

5.3 SURROUNDING SITES: FEDERAL AGENCY LISTINGS

FEDERAL AGENCY LISTING(S)		
DATABASE	**MINIMUM SEARCH DISTANCE (MILES)**	**PROPERTIES IDENTIFIED WITHIN SEARCH DISTANCE**
NPL	1.0	0
De-listed NPL	0.5	0
CERCLIS	0.5	0
CERCLIS-NFRAP	0.5	0
RCRA-CORRACTS	1.0	0
RCRA-TSDF	0.5	0
RCRA-Generator	Adjoining Sites	0

There were no federal agency listings identified within the specified search distance.

5.4 SURROUNDING SITES: STATE AGENCY LISTINGS

STATE ENVIRONMENTAL AGENCY LISTING(S)		
DATABASE	**MINIMUM SEARCH DISTANCE (MILES)**	**PROPERTIES IDENTIFIED WITHIN SEARCH DISTANCE**
State/Tribal Equivalent NPL	1.0	0
State/Tribal Equivalent CERCLIS	0.5	0
State/Tribal SWF/LF	0.5	0
State/Tribal Leaking Storage Tank	0.5	0
State/Tribal Registered Storage Tank	Adjoining Sites	0
State/Tribal IC/EC Registries	Adjoining Sites	0
State/Tribal Voluntary Cleanup Sites	0.5	0
State/Tribal Brownfield Sites	0.5	0
State/Tribal SLIC (CA only)	0.5	0
Other State List	Adjoining Sites	0

There were no state agency listings identified within the specified search distance.

6.0 RECOMMENDATIONS AND OPINIONS

ODIC performed a search into historical usage of the Property according to the scope of work included within ASTM Standard Practice E1528-14 for *Transaction Screen Assessments (*TSAs). As defined by ASTM Standard Practice E1528-14, the term *Potential Environmental Concern* (PEC) means the possible presence of any *hazardous substances* or *petroleum products* on a *property* under conditions that indicate the possibility of an existing release, a past release, or a threat of a release of any *hazardous substances* or *petroleum products* into structures on the *property* or into the ground, groundwater, or surface water of the *property*. The term includes *hazardous substances* or *petroleum products* even under conditions in compliance with laws. (Note that “threat of release” is generally understood to be present when *hazardous substances* or *petroleum products* are poorly managed (for example in corroded tanks or damaged containers) but the release of the contaminants has not yet occurred, and there is an opportunity to take response action to prevent a release of the contaminants.).

ODIC did not identify any Potential Environmental Concerns (PECs) associated with the Property. ODIC recommends no further investigation at this time.

7.0 REFERENCES

During the preparation of this Report, a number of sources were contacted, individuals were interviewed, and various state, county or local municipal agencies may have been consulted. Individuals listed without phone numbers were contacted in person or by e-mail. Reference sources for site-specific information, hydrogeologic setting, technical data, historical research data, environmental reports and other records used are identified throughout this Report in corresponding sections. Any additional reference sources not cited in the preceding sections in this Report are disclosed in this section.

- *EDR Radius Map Report*
- *EDR Historical City Directories*
- *EDR Historical Sanborn Fire Insurance Maps*
- *Historical Aerial Photos: http://www.historicaerials.com/*
- *Google Earth - http://earth.google.com/*
- *Microsoft Research Maps - http://msrmaps.com/*
- *California Water Resources Control Board Geotracker online database http://geotracker.waterboards.ca.gov/default.asp*

APPENDIX A
PROPERTY LOCATION MAP / PLOT PLAN

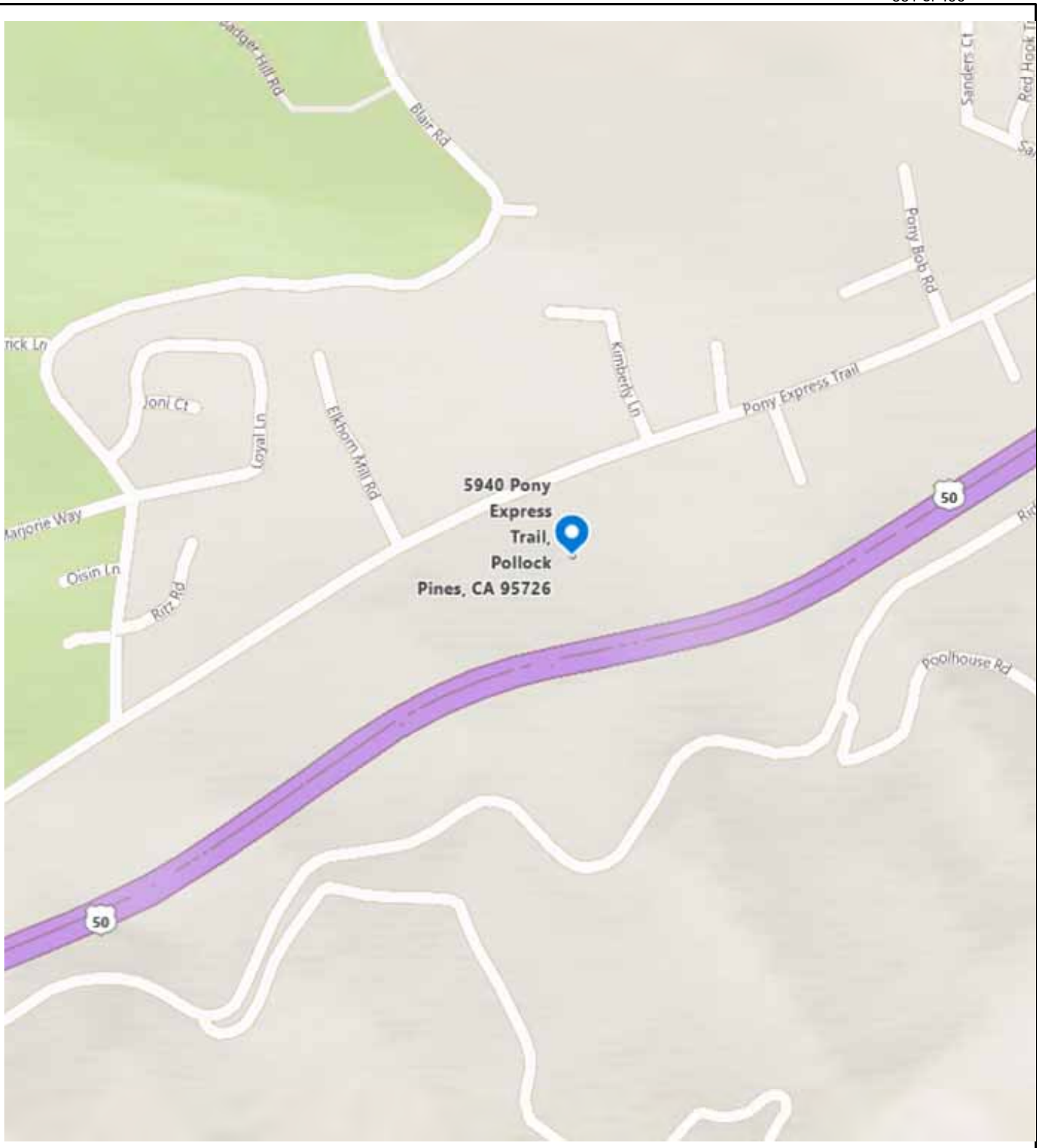


FIGURE 1

Site Location Map

N
W E
S

No Scale

ODIC Environmental

3255 Wilshire Blvd. #1510, Los Angeles, CA 90010
Tel: 213-380-0090 Fax: 213-380-0505

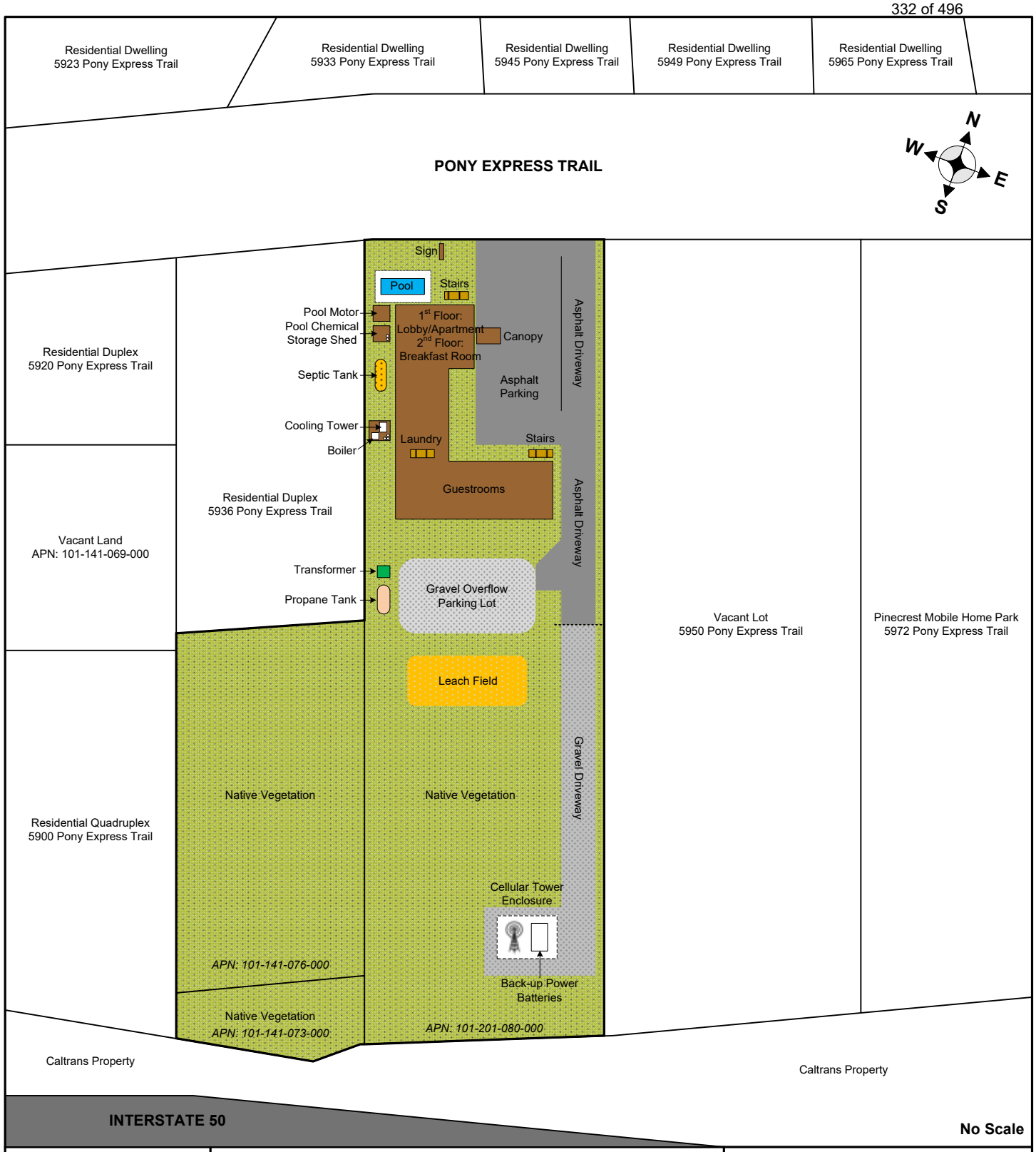


FIGURE 2	**Site Plot Plan**	**ODIC Environmental** 3255 Wilshire Blvd. #1510 Los Angeles, CA 90010 Tel: 213-380-0090 Fax: 213-380-0505
SITE ADDRESS:	Best Western Stagecoach Inn 5940 Pony Express Trail, Pollock Pines, CA 95726	

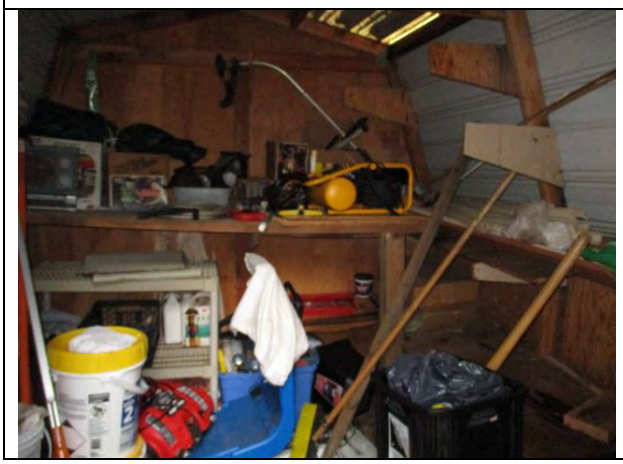
APPENDIX B
PROPERTY & VICINITY PHOTOGRAPHS

The Property viewed from Pony Express Trail.	Additional view from Pony Express Trail.

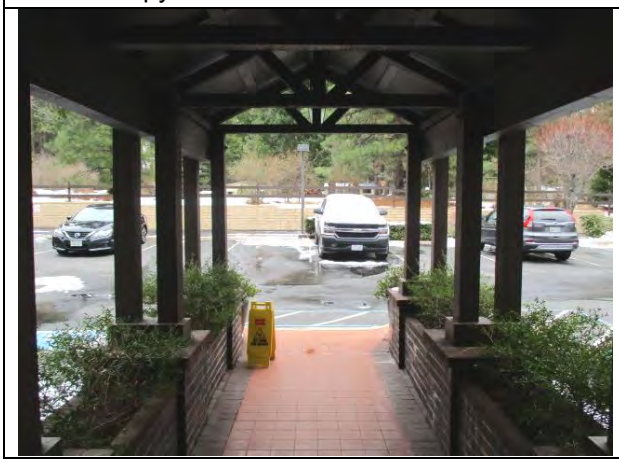
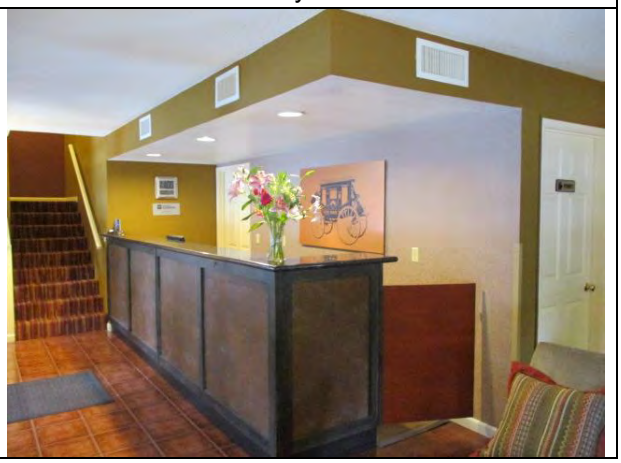
Northern portion of the motel.	Central view of the motel.

Southern portion of the motel.	South side of the southern portion of the motel.

Swimming pool at the northwest portion of the Property.	Pool motor shed.

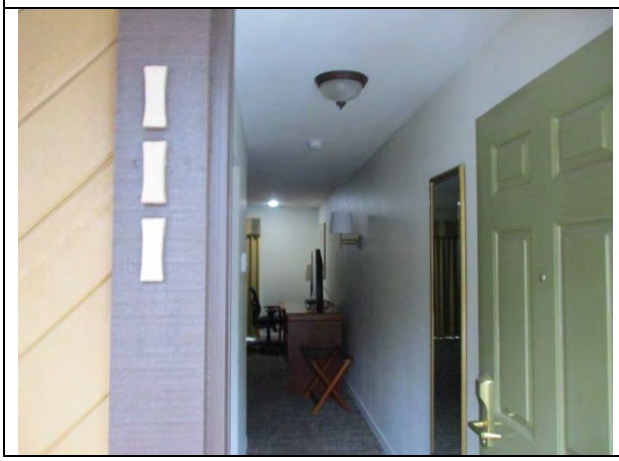
Pool chemical storage shed.	Septic tank area with the cooling tower and boiler enclosure in the background.
	

Cooling tower.	Cooling tower treatment chemicals.

Canopy and main entrance to the motel.	Lobby area.
	

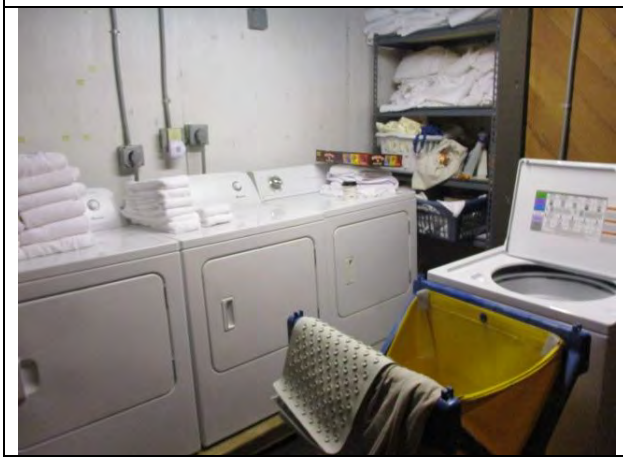
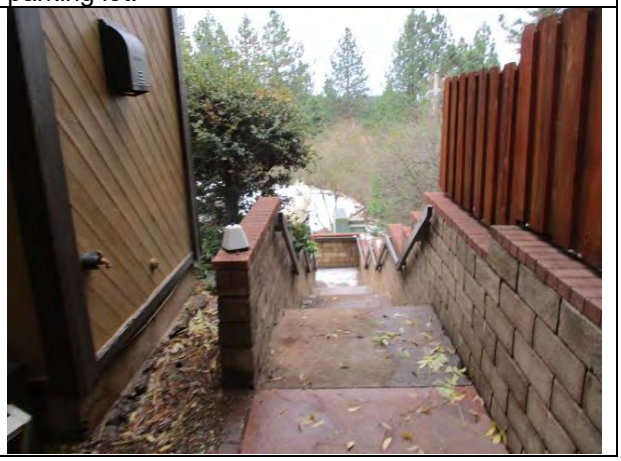
2nd floor breakfast room.	Pantry and kitchen for the breakfast room.

1st floor living room for the two-bedroom manager's apartment.	Kitchen for the manager's apartment.

View of Room #111.	Interior of Room #111.
	

View of Room #214, a suite.	Living room area of Room #214.

Kitchenette area of Room #214.	Bedroom for Room #214.

Laundry area.	Walkway and stairs to the gravel paved overflow parking lot.
	

Pad-mounted electrical transformer.	575-gallon propane tank for heating.

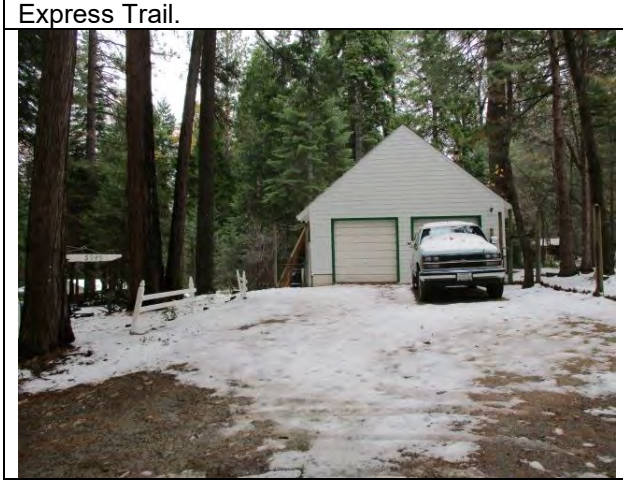
Overflow gravel parking lot.	Gravel driveway to the cellular tower enclosure.

Signage for the cellular tower managed by American Tower.	Faux tree cellular tower.

Back-up power battery enclosure.	Vacant parcel (APN# 101-141-076-000) at the southwest portion of the site.

Vacant parcel (APN# 101-141-073-000) at the southwest portion of the site.	The Property viewed from Interstate 50.

Residential dwelling to the northwest at 5933 Pony Express Trail.	Residential dwelling to the north at 5945 Pony Express Trail.

Residential dwelling to the northeast at 5949 Pony Express Trail.	Residential duplex to the west at 5936 Pony Express Trail.
	

Vacant lot to the east at 5950 Pony Express Trail.	Interstate 50 to the southwest, south, and southeast.

APPENDIX C
REGULATORY DATABASE REPORT

6367305-TSA
5940 Pony Express Trl
Camino, CA 95709

Inquiry Number: 5495923.2s
November 28, 2018

The EDR Radius Map™ Report with GeoCheck®

6 Armstrong Road, 4th floor
Shelton, CT 06484
Toll Free: 800.352.0050
www.edrnet.com

Attachment J

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Physical Setting SSURGO Soil Map	A-5
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Physical Setting Source Records Searched	PSGR-1

Thank you for your business.
Please contact EDR at 1-800-352-0050
with any questions or comments.

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EXECUTIVE SUMMARY

A search of available environmental records was conducted by Environmental Data Resources, Inc (EDR). The report was designed to assist parties seeking to meet the search requirements of EPA's Standards and Practices for All Appropriate Inquiries (40 CFR Part 312), the ASTM Standard Practice for Environmental Site Assessments (E 1527-13), the ASTM Standard Practice for Environmental Site Assessments for Forestland or Rural Property (E 2247-16), the ASTM Standard Practice for Limited Environmental Due Diligence: Transaction Screen Process (E 1528-14) or custom requirements developed for the evaluation of environmental risk associated with a parcel of real estate.

TARGET PROPERTY INFORMATION

ADDRESS

5940 PONY EXPRESS TRL
CAMINO, CA 95709

COORDINATES

Latitude (North):	38.7549910 - 38° 45' 17.96''
Longitude (West):	120.5984480 - 120° 35' 54.41''
Universal Tranverse Mercator:	Zone 10
UTM X (Meters):	708688.6
UTM Y (Meters):	4292119.5
Elevation:	3820 ft. above sea level

USGS TOPOGRAPHIC MAP ASSOCIATED WITH TARGET PROPERTY

Target Property Map:	5640742 POLLOCK PINES, CA
Version Date:	2012
Southeast Map:	5640752 SLY PARK, CA
Version Date:	2012

AERIAL PHOTOGRAPHY IN THIS REPORT

Portions of Photo from:	20140713
Source:	USDA

MAPPED SITES SUMMARY

Target Property Address:
5940 PONY EXPRESS TRL
CAMINO, CA 95709

Click on Map ID to see full detail.

MAP ID	SITE NAME	ADDRESS	DATABASE ACRONYMS	RELATIVE ELEVATION	DIST (ft. & mi.) DIRECTION
A1	VERIZON WIRELESS POL	5940 PONY EXPRESS TR	CUPA Listings, CERS		TP
A2	VERIZON WIRELESS POL	5940 PONY EXPRESS TR	FINDS		TP
B3	A TO Z AUTOMOTIVE	6016 PONY EXPRESS	CUPA Listings	Lower	835, 0.158, NE
B4	A TO Z AUTOMOTIVE	6016 PONY EXPRESS TR	CERS HAZ WASTE, CERS	Lower	835, 0.158, NE

EXECUTIVE SUMMARY

TARGET PROPERTY SEARCH RESULTS

The target property was identified in the following records. For more information on this property see page 8 of the attached EDR Radius Map report:

Site	Database(s)	EPA ID
VERIZON WIRELESS POL 5940 PONY EXPRESS TR POLLOCK PINES, CA 95726	CUPA Listings Database: CUPA EL DORADO, Date of Government Version: 09/04/2018 Status: Active, billable	N/A
	CERS	
VERIZON WIRELESS POL 5940 PONY EXPRESS TR POLLOCK PINES, CA 95726	FINDS Registry ID:: 110065371886	N/A

DATABASES WITH NO MAPPED SITES

No mapped sites were found in EDR's search of available ("reasonably ascertainable ") government records either on the target property or within the search radius around the target property for the following databases:

STANDARD ENVIRONMENTAL RECORDS

Federal NPL site list

NPL ---------- National Priority List
Proposed NPL ---------- Proposed National Priority List Sites
NPL LIENS ---------- Federal Superfund Liens

Federal Delisted NPL site list

Delisted NPL ---------- National Priority List Deletions

Federal CERCLIS list

FEDERAL FACILITY ---------- Federal Facility Site Information listing
SEMS ---------- Superfund Enterprise Management System

Federal CERCLIS NFRAP site list

SEMS-ARCHIVE ---------- Superfund Enterprise Management System Archive

Federal RCRA CORRACTS facilities list

CORRACTS ---------- Corrective Action Report

Federal RCRA non-CORRACTS TSD facilities list

RCRA-TSDF ---------- RCRA - Treatment, Storage and Disposal

EXECUTIVE SUMMARY

Federal RCRA generators list

RCRA-LQG ..... RCRA - Large Quantity Generators
RCRA-SQG ..... RCRA - Small Quantity Generators
RCRA-CESQG ..... RCRA - Conditionally Exempt Small Quantity Generator

Federal institutional controls / engineering controls registries

LUCIS ..... Land Use Control Information System
US ENG CONTROLS ..... Engineering Controls Sites List
US INST CONTROL ..... Sites with Institutional Controls

Federal ERNS list

ERNS ..... Emergency Response Notification System

State- and tribal - equivalent NPL

RESPONSE ..... State Response Sites

State- and tribal - equivalent CERCLIS

ENVIROSTOR ..... EnviroStor Database

State and tribal landfill and/or solid waste disposal site lists

SWF/LF ..... Solid Waste Information System

State and tribal leaking storage tank lists

LUST ..... Geotracker's Leaking Underground Fuel Tank Report
INDIAN LUST ..... Leaking Underground Storage Tanks on Indian Land
CPS-SLIC ..... Statewide SLIC Cases

State and tribal registered storage tank lists

FEMA UST ..... Underground Storage Tank Listing
UST ..... Active UST Facilities
AST ..... Aboveground Petroleum Storage Tank Facilities
INDIAN UST ..... Underground Storage Tanks on Indian Land

State and tribal voluntary cleanup sites

VCP ..... Voluntary Cleanup Program Properties
INDIAN VCP ..... Voluntary Cleanup Priority Listing

State and tribal Brownfields sites

BROWNFIELDS ..... Considered Brownfieds Sites Listing

ADDITIONAL ENVIRONMENTAL RECORDS

Local Brownfield lists

US BROWNFIELDS ..... A Listing of Brownfields Sites

EXECUTIVE SUMMARY

Local Lists of Landfill / Solid Waste Disposal Sites

WMUDS/SWAT	Waste Management Unit Database
SWRCY	Recycler Database
HAULERS	Registered Waste Tire Haulers Listing
INDIAN ODI	Report on the Status of Open Dumps on Indian Lands
ODI	Open Dump Inventory
DEBRIS REGION 9	Torres Martinez Reservation Illegal Dump Site Locations
IHS OPEN DUMPS	Open Dumps on Indian Land

Local Lists of Hazardous waste / Contaminated Sites

US HIST CDL	Delisted National Clandestine Laboratory Register
HIST Cal-Sites	Historical Calsites Database
SCH	School Property Evaluation Program
CDL	Clandestine Drug Labs
Toxic Pits	Toxic Pits Cleanup Act Sites
US CDL	National Clandestine Laboratory Register

Local Lists of Registered Storage Tanks

SWEEPS UST	SWEEPS UST Listing
HIST UST	Hazardous Substance Storage Container Database
CA FID UST	Facility Inventory Database
CERS TANKS	California Environmental Reporting System (CERS) Tanks

Local Land Records

LIENS	Environmental Liens Listing
LIENS 2	CERCLA Lien Information
DEED	Deed Restriction Listing

Records of Emergency Release Reports

HMIRS	Hazardous Materials Information Reporting System
CHMIRS	California Hazardous Material Incident Report System
LDS	Land Disposal Sites Listing
MCS	Military Cleanup Sites Listing
SPILLS 90	SPILLS 90 data from FirstSearch

Other Ascertainable Records

RCRA NonGen / NLR	RCRA - Non Generators / No Longer Regulated
FUDS	Formerly Used Defense Sites
DOD	Department of Defense Sites
SCRD DRYCLEANERS	State Coalition for Remediation of Drycleaners Listing
US FIN ASSUR	Financial Assurance Information
EPA WATCH LIST	EPA WATCH LIST
2020 COR ACTION	2020 Corrective Action Program List
TSCA	Toxic Substances Control Act
TRIS	Toxic Chemical Release Inventory System
SSTS	Section 7 Tracking Systems
ROD	Records Of Decision
RMP	Risk Management Plans

EXECUTIVE SUMMARY

RAATS	RCRA Administrative Action Tracking System
PRP	Potentially Responsible Parties
PADS	PCB Activity Database System
ICIS	Integrated Compliance Information System
FTTS	FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)
MLTS	Material Licensing Tracking System
COAL ASH DOE	Steam-Electric Plant Operation Data
COAL ASH EPA	Coal Combustion Residues Surface Impoundments List
PCB TRANSFORMER	PCB Transformer Registration Database
RADINFO	Radiation Information Database
HIST FTTS	FIFRA/TSCA Tracking System Administrative Case Listing
DOT OPS	Incident and Accident Data
CONSENT	Superfund (CERCLA) Consent Decrees
INDIAN RESERV	Indian Reservations
FUSRAP	Formerly Utilized Sites Remedial Action Program
UMTRA	Uranium Mill Tailings Sites
LEAD SMELTERS	Lead Smelter Sites
US AIRS	Aerometric Information Retrieval System Facility Subsystem
US MINES	Mines Master Index File
ABANDONED MINES	Abandoned Mines
DOCKET HWC	Hazardous Waste Compliance Docket Listing
UXO	Unexploded Ordnance Sites
ECHO	Enforcement & Compliance History Information
FUELS PROGRAM	EPA Fuels Program Registered Listing
CA BOND EXP. PLAN	Bond Expenditure Plan
Cortese	"Cortese" Hazardous Waste & Substances Sites List
DRYCLEANERS	Cleaner Facilities
EMI	Emissions Inventory Data
ENF	Enforcement Action Listing
Financial Assurance	Financial Assurance Information Listing
HAZNET	Facility and Manifest Data
ICE	ICE
HIST CORTESE	Hazardous Waste & Substance Site List
HWP	EnviroStor Permitted Facilities Listing
HWT	Registered Hazardous Waste Transporter Database
MINES	Mines Site Location Listing
MWMP	Medical Waste Management Program Listing
NPDES	NPDES Permits Listing
PEST LIC	Pesticide Regulation Licenses Listing
PROC	Certified Processors Database
Notify 65	Proposition 65 Records
UIC	UIC Listing
WASTEWATER PITS	Oil Wastewater Pits Listing
WDS	Waste Discharge System
WIP	Well Investigation Program Case List
NON-CASE INFO	NON-CASE INFO (GEOTRACKER)
MILITARY PRIV SITES	MILITARY PRIV SITES (GEOTRACKER)
WDR	Waste Discharge Requirements Listing
PROD WATER PONDS	PROD WATER PONDS (GEOTRACKER)
CIWQS	California Integrated Water Quality System
SAMPLING POINT	SAMPLING POINT (GEOTRACKER)
OTHER OIL GAS	OTHER OIL & GAS (GEOTRACKER)
PROJECT	PROJECT (GEOTRACKER)
WELL STIM PROJ	Well Stimulation Project (GEOTRACKER)

EXECUTIVE SUMMARY

UIC GEO ---------- UIC GEO (GEOTRACKER)

EDR HIGH RISK HISTORICAL RECORDS

EDR Exclusive Records

EDR MGP ---------- EDR Proprietary Manufactured Gas Plants
EDR Hist Auto ---------- EDR Exclusive Historical Auto Stations
EDR Hist Cleaner ---------- EDR Exclusive Historical Cleaners

EDR RECOVERED GOVERNMENT ARCHIVES

Exclusive Recovered Govt. Archives

RGA LF ---------- Recovered Government Archive Solid Waste Facilities List
RGA LUST ---------- Recovered Government Archive Leaking Underground Storage Tank

SURROUNDING SITES: SEARCH RESULTS

Surrounding sites were identified in the following databases.

Elevations have been determined from the USGS Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified. Sites with an elevation equal to or higher than the target property have been differentiated below from sites with an elevation lower than the target property.
Page numbers and map identification numbers refer to the EDR Radius Map report where detailed data on individual sites can be reviewed.

Sites listed in ***bold italics*** are in multiple databases.

Unmappable (orphan) sites are not considered in the foregoing analysis.

ADDITIONAL ENVIRONMENTAL RECORDS

Local Lists of Hazardous waste / Contaminated Sites

CERS HAZ WASTE: List of sites in the California Environmental Protection Agency (CalEPA) Regulated Site Portal which fall under the Hazardous Chemical Management, Hazardous Waste Onsite Treatment, Household Hazardous Waste Collection, Hazardous Waste Generator, and RCRA LQ HW Generator programs.

A review of the CERS HAZ WASTE list, as provided by EDR, and dated 07/23/2018 has revealed that there is 1 CERS HAZ WASTE site within approximately 0.25 miles of the target property.

Lower Elevation	Address	Direction / Distance	Map ID	Page
A TO Z AUTOMOTIVE	***6016 PONY EXPRESS TR***	***NE 1/8 - 1/4 (0.158 mi.)***	***B4***	***11***

EXECUTIVE SUMMARY

Other Ascertainable Records

CUPA Listings: A listing of sites included in the county's Certified Unified Program Agency database. California's Secretary for Environmental Protection established the unified hazardous materials and hazardous waste regulatory program as required by chapter 6.11 of the California Health and Safety Code. The Unified Program consolidates the administration, permits, inspections, and enforcement activities.

A review of the CUPA Listings list, as provided by EDR, has revealed that there is 1 CUPA Listings site within approximately 0.25 miles of the target property.

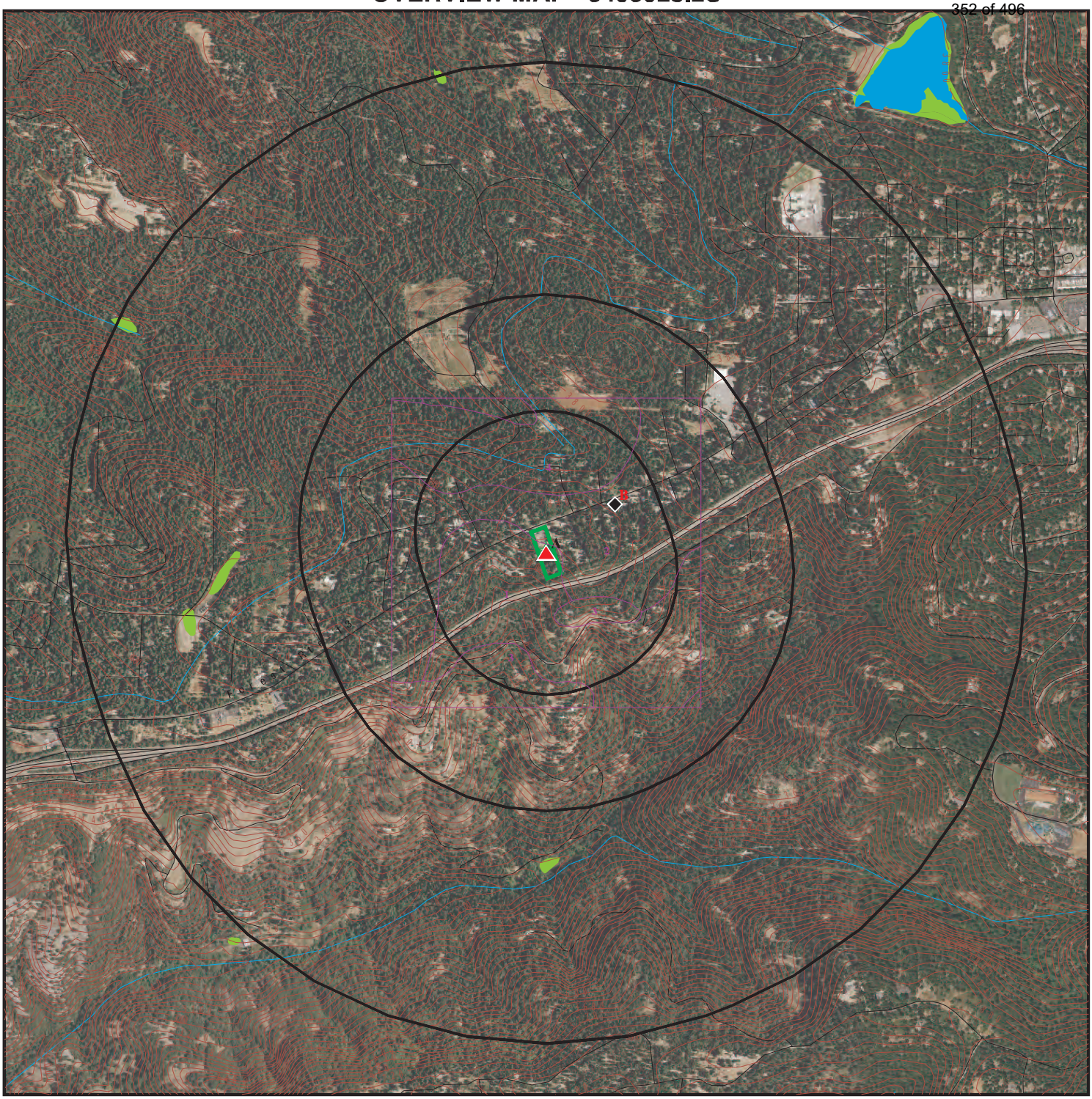
Lower Elevation	Address	Direction / Distance	Map ID	Page
A TO Z AUTOMOTIVE	6016 PONY EXPRESS	NE 1/8 - 1/4 (0.158 mi.)	B3	10
Database: CUPA EL DORADO, Date of Government Version: 09/04/2018				
Status: Active, billable				

EXECUTIVE SUMMARY

Due to poor or inadequate address information, the following sites were not mapped. Count: 1 records.

Site Name	Database(s)
HAZEL CREEK MINE	ENVIROSTOR

OVERVIEW MAP - 5495923.2S



Target Property
Sites at elevations higher than or equal to the target property
Sites at elevations lower than the target property
Manufactured Gas Plants
National Priority List Sites
Dept. Defense Sites

0 1/4 1/2 1 Miles

Indian Reservations BIA
100-year flood zone
500-year flood zone
National Wetland Inventory
State Wetlands

Upgradient Area
Areas of Concern

This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

SITE NAME:	6367305-TSA	CLIENT:	ODIC Environmental
ADDRESS:	5940 Pony Express Trl Camino CA 95709	CONTACT:	Frank Trinidad
LAT/LONG:	38.754991 / 120.598448	INQUIRY #:	5495923.2s
		DATE:	November 28, 2018 12:19 pm

Attachment J

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DETAIL MAP - 5495923.2S

Target Property
Sites at elevations higher than or equal to the target property
Sites at elevations lower than the target property
Manufactured Gas Plants
Sensitive Receptors
National Priority List Sites
Dept. Defense Sites

0 1/16 1/8 1/4 Miles

Indian Reservations BIA
100-year flood zone
500-year flood zone
Areas of Concern

N

This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

SITE NAME: 6367305-TSA	CLIENT: ODIC Environmental
ADDRESS: 5940 Pony Express Trl Camino CA 95709	CONTACT: Frank Trinidad
LAT/LONG: 38.754991 / 120.598448	INQUIRY #: 5495923.2s DATE: November 28, 2018 12:24 pm

Attachment J

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MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
STANDARD ENVIRONMENTAL RECORDS								
Federal NPL site list								
NPL	1.000		0	0	0	0	NR	0
Proposed NPL	1.000		0	0	0	0	NR	0
NPL LIENS	TP		NR	NR	NR	NR	NR	0
Federal Delisted NPL site list								
Delisted NPL	1.000		0	0	0	0	NR	0
Federal CERCLIS list								
FEDERAL FACILITY	0.500		0	0	0	NR	NR	0
SEMS	0.500		0	0	0	NR	NR	0
Federal CERCLIS NFRAP site list								
SEMS-ARCHIVE	0.500		0	0	0	NR	NR	0
Federal RCRA CORRACTS facilities list								
CORRACTS	1.000		0	0	0	0	NR	0
Federal RCRA non-CORRACTS TSD facilities list								
RCRA-TSDF	0.500		0	0	0	NR	NR	0
Federal RCRA generators list								
RCRA-LQG	0.250		0	0	NR	NR	NR	0
RCRA-SQG	0.250		0	0	NR	NR	NR	0
RCRA-CESQG	0.250		0	0	NR	NR	NR	0
Federal institutional controls / engineering controls registries								
LUCIS	0.500		0	0	0	NR	NR	0
US ENG CONTROLS	0.500		0	0	0	NR	NR	0
US INST CONTROL	0.500		0	0	0	NR	NR	0
Federal ERNS list								
ERNS	TP		NR	NR	NR	NR	NR	0
State- and tribal - equivalent NPL								
RESPONSE	1.000		0	0	0	0	NR	0
State- and tribal - equivalent CERCLIS								
ENVIROSTOR	1.000		0	0	0	0	NR	0
State and tribal landfill and/or solid waste disposal site lists								
SWF/LF	0.500		0	0	0	NR	NR	0
State and tribal leaking storage tank lists								
LUST	0.500		0	0	0	NR	NR	0

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
INDIAN LUST	0.500		0	0	0	NR	NR	0
CPS-SLIC	0.500		0	0	0	NR	NR	0
State and tribal registered storage tank lists								
FEMA UST	0.250		0	0	NR	NR	NR	0
UST	0.250		0	0	NR	NR	NR	0
AST	0.250		0	0	NR	NR	NR	0
INDIAN UST	0.250		0	0	NR	NR	NR	0
State and tribal voluntary cleanup sites								
VCP	0.500		0	0	0	NR	NR	0
INDIAN VCP	0.500		0	0	0	NR	NR	0
State and tribal Brownfields sites								
BROWNFIELDS	0.500		0	0	0	NR	NR	0
ADDITIONAL ENVIRONMENTAL RECORDS								
Local Brownfield lists								
US BROWNFIELDS	0.500		0	0	0	NR	NR	0
Local Lists of Landfill / Solid Waste Disposal Sites								
WMUDS/SWAT	0.500		0	0	0	NR	NR	0
SWRCY	0.500		0	0	0	NR	NR	0
HAULERS	TP		NR	NR	NR	NR	NR	0
INDIAN ODI	0.500		0	0	0	NR	NR	0
ODI	0.500		0	0	0	NR	NR	0
DEBRIS REGION 9	0.500		0	0	0	NR	NR	0
IHS OPEN DUMPS	0.500		0	0	0	NR	NR	0
Local Lists of Hazardous waste / Contaminated Sites								
US HIST CDL	TP		NR	NR	NR	NR	NR	0
HIST Cal-Sites	1.000		0	0	0	0	NR	0
SCH	0.250		0	0	NR	NR	NR	0
CDL	TP		NR	NR	NR	NR	NR	0
Toxic Pits	1.000		0	0	0	0	NR	0
US CDL	TP		NR	NR	NR	NR	NR	0
CERS HAZ WASTE	0.250		0	1	NR	NR	NR	1
Local Lists of Registered Storage Tanks								
SWEEPS UST	0.250		0	0	NR	NR	NR	0
HIST UST	0.250		0	0	NR	NR	NR	0
CA FID UST	0.250		0	0	NR	NR	NR	0
CERS TANKS	0.250		0	0	NR	NR	NR	0
Local Land Records								
LIENS	TP		NR	NR	NR	NR	NR	0
LIENS 2	TP		NR	NR	NR	NR	NR	0

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
DEED	0.500		0	0	0	NR	NR	0
Records of Emergency Release Reports								
HMIRS	TP		NR	NR	NR	NR	NR	0
CHMIRS	TP		NR	NR	NR	NR	NR	0
LDS	TP		NR	NR	NR	NR	NR	0
MCS	TP		NR	NR	NR	NR	NR	0
SPILLS 90	TP		NR	NR	NR	NR	NR	0
Other Ascertainable Records								
RCRA NonGen / NLR	0.250		0	0	NR	NR	NR	0
FUDS	1.000		0	0	0	0	NR	0
DOD	1.000		0	0	0	0	NR	0
SCRD DRYCLEANERS	0.500		0	0	0	NR	NR	0
US FIN ASSUR	TP		NR	NR	NR	NR	NR	0
EPA WATCH LIST	TP		NR	NR	NR	NR	NR	0
2020 COR ACTION	0.250		0	0	NR	NR	NR	0
TSCA	TP		NR	NR	NR	NR	NR	0
TRIS	TP		NR	NR	NR	NR	NR	0
SSTS	TP		NR	NR	NR	NR	NR	0
ROD	1.000		0	0	0	0	NR	0
RMP	TP		NR	NR	NR	NR	NR	0
RAATS	TP		NR	NR	NR	NR	NR	0
PRP	TP		NR	NR	NR	NR	NR	0
PADS	TP		NR	NR	NR	NR	NR	0
ICIS	TP		NR	NR	NR	NR	NR	0
FTTS	TP		NR	NR	NR	NR	NR	0
MLTS	TP		NR	NR	NR	NR	NR	0
COAL ASH DOE	TP		NR	NR	NR	NR	NR	0
COAL ASH EPA	0.500		0	0	0	NR	NR	0
PCB TRANSFORMER	TP		NR	NR	NR	NR	NR	0
RADINFO	TP		NR	NR	NR	NR	NR	0
HIST FTTS	TP		NR	NR	NR	NR	NR	0
DOT OPS	TP		NR	NR	NR	NR	NR	0
CONSENT	1.000		0	0	0	0	NR	0
INDIAN RESERV	1.000		0	0	0	0	NR	0
FUSRAP	1.000		0	0	0	0	NR	0
UMTRA	0.500		0	0	0	NR	NR	0
LEAD SMELTERS	TP		NR	NR	NR	NR	NR	0
US AIRS	TP		NR	NR	NR	NR	NR	0
US MINES	0.250		0	0	NR	NR	NR	0
ABANDONED MINES	0.250		0	0	NR	NR	NR	0
FINDS	TP	1	NR	NR	NR	NR	NR	1
DOCKET HWC	TP		NR	NR	NR	NR	NR	0
UXO	1.000		0	0	0	0	NR	0
ECHO	TP		NR	NR	NR	NR	NR	0
FUELS PROGRAM	0.250		0	0	NR	NR	NR	0
CA BOND EXP. PLAN	1.000		0	0	0	0	NR	0
Cortese	0.500		0	0	0	NR	NR	0
CUPA Listings	0.250	1	0	1	NR	NR	NR	2
DRYCLEANERS	0.250		0	0	NR	NR	NR	0

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
EMI	TP		NR	NR	NR	NR	NR	0
ENF	TP		NR	NR	NR	NR	NR	0
Financial Assurance	TP		NR	NR	NR	NR	NR	0
HAZNET	TP		NR	NR	NR	NR	NR	0
ICE	TP		NR	NR	NR	NR	NR	0
HIST CORTESE	0.500		0	0	0	NR	NR	0
HWP	1.000		0	0	0	0	NR	0
HWT	0.250		0	0	NR	NR	NR	0
MINES	0.250		0	0	NR	NR	NR	0
MWMP	0.250		0	0	NR	NR	NR	0
NPDES	TP		NR	NR	NR	NR	NR	0
PEST LIC	TP		NR	NR	NR	NR	NR	0
PROC	0.500		0	0	0	NR	NR	0
Notify 65	1.000		0	0	0	0	NR	0
UIC	TP		NR	NR	NR	NR	NR	0
WASTEWATER PITS	0.500		0	0	0	NR	NR	0
WDS	TP		NR	NR	NR	NR	NR	0
WIP	0.250		0	0	NR	NR	NR	0
NON-CASE INFO	TP		NR	NR	NR	NR	NR	0
MILITARY PRIV SITES	TP		NR	NR	NR	NR	NR	0
CERS	TP	1	NR	NR	NR	NR	NR	1
WDR	TP		NR	NR	NR	NR	NR	0
PROD WATER PONDS	TP		NR	NR	NR	NR	NR	0
CIWQS	TP		NR	NR	NR	NR	NR	0
SAMPLING POINT	TP		NR	NR	NR	NR	NR	0
OTHER OIL GAS	TP		NR	NR	NR	NR	NR	0
PROJECT	TP		NR	NR	NR	NR	NR	0
WELL STIM PROJ	TP		NR	NR	NR	NR	NR	0
UIC GEO	TP		NR	NR	NR	NR	NR	0
EDR HIGH RISK HISTORICAL RECORDS								
EDR Exclusive Records								
EDR MGP	1.000		0	0	0	0	NR	0
EDR Hist Auto	0.125		0	NR	NR	NR	NR	0
EDR Hist Cleaner	0.125		0	NR	NR	NR	NR	0
EDR RECOVERED GOVERNMENT ARCHIVES								
Exclusive Recovered Govt. Archives								
RGA LF	TP		NR	NR	NR	NR	NR	0
RGA LUST	TP		NR	NR	NR	NR	NR	0
- Totals --		3	0	2	0	0	0	5

NOTES:

TP = Target Property

NR = Not Requested at this Search Distance

Sites may be listed in more than one database

MAP FINDINGS

Map ID / Direction / Distance / Elevation	Site	Database(s)	EDR ID Number / EPA ID Number
A1	**VERIZON WIRELESS POLLOCK PINES**	**CUPA Listings**	**S121777175**
Target	**5940 PONY EXPRESS TRL**	**CERS**	**N/A**
Property	**POLLOCK PINES, CA 95726**		

Site 1 of 2 in cluster A

Actual: 3820 ft.

CUPA EL DORADO:

PE:	BUSINESS PLANS/SMALL BUSINESS
Status:	Active, billable
Latitude:	38.7545
Longitude:	-120.5981
Name:	Verizon Wireless
Email:	Not reported
Address2:	5940 Pony Express Trl
Permit:	PT0010178
Phone:	8666942415
Second Phone:	8666942415
APN:	Not reported
RP Name:	Environmental Compliance
RP Care of:	Not reported
RP Phone:	8666942415
GIS Elevation:	Not reported
CERSID:	10144735
Business Type:	MOTOR VEHICLE FUEL
Current Inspection Date:	10/23/2017
Last Inspection Date:	08/31/2014

CERS TANKS:

Site ID:	406340
CERS ID:	10144735
CERS Description:	Chemical Storage Facilities

Evaluation:

Eval General Type:	Compliance Evaluation Inspection
Eval Date:	10-23-2014
Violations Found:	No
Eval Type:	Routine done by local agency
Eval Notes:	Not reported
Eval Division:	El Dorado County Environmental Management
Eval Program:	HMRRP
Eval Source:	CERS

Affiliation:

Affiliation Type Desc:	CUPA District
Entity Name:	El Dorado County Environmental Management
Entity Title:	Not reported
Affiliation Address:	2850 Fairlane Court, Bldg C
Affiliation City:	Placerville
Affiliation State:	CA
Affiliation Country:	Not reported
Affiliation Zip:	95667-4100
Affiliation Phone:	(530) 621-5300

Affiliation Type Desc:	Document Preparer
Entity Name:	debra voth
Entity Title:	Not reported
Affiliation Address:	Not reported
Affiliation City:	Not reported
Affiliation State:	Not reported

Map ID
Direction
Distance
Elevation | Site | MAP FINDINGS | Database(s) | EDR ID Number EPA ID Number

VERIZON WIRELESS POLLOCK PINES (Continued) **S121777175**

Affiliation Country:	Not reported
Affiliation Zip:	Not reported
Affiliation Phone:	Not reported
Affiliation Type Desc:	Environmental Contact
Entity Name:	Environmental Compliance
Entity Title:	Not reported
Affiliation Address:	295 Parkshore Drive
Affiliation City:	Folsom
Affiliation State:	CA
Affiliation Country:	Not reported
Affiliation Zip:	95630
Affiliation Phone:	(866) 694-2415
Affiliation Type Desc:	Facility Mailing Address
Entity Name:	Mailing Address
Entity Title:	Not reported
Affiliation Address:	295 Parkshore Drive
Affiliation City:	Folsom
Affiliation State:	CA
Affiliation Country:	Not reported
Affiliation Zip:	95630
Affiliation Phone:	Not reported
Affiliation Type Desc:	Identification Signer
Entity Name:	armand delgado
Entity Title:	environmental compliance mgr
Affiliation Address:	Not reported
Affiliation City:	Not reported
Affiliation State:	Not reported
Affiliation Country:	Not reported
Affiliation Zip:	Not reported
Affiliation Phone:	Not reported
Affiliation Type Desc:	Legal Owner
Entity Name:	Verizon Wireless
Entity Title:	Not reported
Affiliation Address:	295 Parkshore Drive
Affiliation City:	Folsom
Affiliation State:	CA
Affiliation Country:	United States
Affiliation Zip:	95630
Affiliation Phone:	(866) 694-2415
Affiliation Type Desc:	Operator
Entity Name:	Verizon Wireless
Entity Title:	Not reported
Affiliation Address:	Not reported
Affiliation City:	Not reported
Affiliation State:	Not reported
Affiliation Country:	Not reported
Affiliation Zip:	Not reported
Affiliation Phone:	(866) 694-2415
Affiliation Type Desc:	Parent Corporation
Entity Name:	Verizon Wireless [Northern California]
Entity Title:	Not reported

MAP FINDINGS

Map ID / Direction / Distance / Elevation	Site	Database(s)	EDR ID Number / EPA ID Number

VERIZON WIRELESS POLLOCK PINES (Continued) **S121777175**

Affiliation Address:	Not reported
Affiliation City:	Not reported
Affiliation State:	Not reported
Affiliation Country:	Not reported
Affiliation Zip:	Not reported
Affiliation Phone:	Not reported

A2 **VERIZON WIRELESS POLLOCK PINES** **FINDS** **1023248740**
Target Property **5940 PONY EXPRESS TRL** **N/A**
POLLOCK PINES, CA 95726

Site 2 of 2 in cluster A

Actual: 3820 ft.

FINDS:

Registry ID: 110065371886

Environmental Interest/Information System
STATE MASTER

Click this hyperlink while viewing on your computer to access additional FINDS: detail in the EDR Site Report.

B3 **A TO Z AUTOMOTIVE** **CUPA Listings** **S110983463**
NE **6016 PONY EXPRESS** **N/A**
1/8-1/4 **POLLOCK PINES, CA 95726**
0.158 mi.
835 ft. **Site 1 of 2 in cluster B**

Relative: Lower

Actual: 3815 ft.

CUPA EL DORADO:

PE:	BUSINESS PLANS/SMALL BUSINESS
Status:	Active, billable
Latitude:	38.7562
Longitude:	-120.5956
Name:	GARY HARGER
Email:	Not reported
Address2:	Not reported
Permit:	PT0009715
Phone:	5306447979
Second Phone:	0000000000
APN:	10120144
RP Name:	Not reported
RP Care of:	Not reported
RP Phone:	0000000000
GIS Elevation:	Not reported
CERSID:	10203853
Business Type:	OTHER
Current Inspection Date:	11/01/2016
Last Inspection Date:	03/18/2011

MAP FINDINGS

Map ID / Direction / Distance / Elevation	Site	Database(s)	EDR ID Number / EPA ID Number
B4 NE 1/8-1/4 0.158 mi. 835 ft.	**A TO Z AUTOMOTIVE** **6016 PONY EXPRESS TR** **POLLOCK PINES, CA 95726** **Site 2 of 2 in cluster B**	**CERS HAZ WASTE** **CERS**	**S121752629** **N/A**

Relative: Lower

Actual: 3815 ft.

CERS HAZ WASTE:

Site ID:	2168
CERS ID:	10203853
CERS Description:	Hazardous Waste Generator

Affiliation:

Affiliation Type Desc:	CUPA District
Entity Name:	El Dorado County Environmental Management
Entity Title:	Not reported
Affiliation Address:	2850 Fairlane Court, Bldg C
Affiliation City:	Placerville
Affiliation State:	CA
Affiliation Country:	Not reported
Affiliation Zip:	95667-4100
Affiliation Phone:	(530) 621-5300

Affiliation Type Desc:	Environmental Contact
Entity Name:	HARGER, GARY
Entity Title:	Not reported
Affiliation Address:	Not reported
Affiliation City:	Not reported
Affiliation State:	Not reported
Affiliation Country:	Not reported
Affiliation Zip:	Not reported
Affiliation Phone:	(530) 644-7979

Affiliation Type Desc:	Facility Mailing Address
Entity Name:	Mailing Address
Entity Title:	Not reported
Affiliation Address:	PO BOX 237
Affiliation City:	POLLOCK PINES
Affiliation State:	CA
Affiliation Country:	Not reported
Affiliation Zip:	95726
Affiliation Phone:	Not reported

Affiliation Type Desc:	Parent Corporation
Entity Name:	A TO Z AUTOMOTIVE
Entity Title:	Not reported
Affiliation Address:	Not reported
Affiliation City:	Not reported
Affiliation State:	Not reported
Affiliation Country:	Not reported
Affiliation Zip:	Not reported
Affiliation Phone:	Not reported

CERS TANKS:

Site ID:	2168
CERS ID:	10203853
CERS Description:	Chemical Storage Facilities

Affiliation:

Affiliation Type Desc:	CUPA District

Map ID
Direction
Distance
Elevation | Site | MAP FINDINGS | Database(s) | EDR ID Number EPA ID Number

A TO Z AUTOMOTIVE (Continued) **S121752629**

Entity Name:	El Dorado County Environmental Management
Entity Title:	Not reported
Affiliation Address:	2850 Fairlane Court, Bldg C
Affiliation City:	Placerville
Affiliation State:	CA
Affiliation Country:	Not reported
Affiliation Zip:	95667-4100
Affiliation Phone:	(530) 621-5300
Affiliation Type Desc:	Environmental Contact
Entity Name:	HARGER, GARY
Entity Title:	Not reported
Affiliation Address:	Not reported
Affiliation City:	Not reported
Affiliation State:	Not reported
Affiliation Country:	Not reported
Affiliation Zip:	Not reported
Affiliation Phone:	(530) 644-7979
Affiliation Type Desc:	Facility Mailing Address
Entity Name:	Mailing Address
Entity Title:	Not reported
Affiliation Address:	PO BOX 237
Affiliation City:	POLLOCK PINES
Affiliation State:	CA
Affiliation Country:	Not reported
Affiliation Zip:	95726
Affiliation Phone:	Not reported
Affiliation Type Desc:	Parent Corporation
Entity Name:	A TO Z AUTOMOTIVE
Entity Title:	Not reported
Affiliation Address:	Not reported
Affiliation City:	Not reported
Affiliation State:	Not reported
Affiliation Country:	Not reported
Affiliation Zip:	Not reported
Affiliation Phone:	Not reported

Count: 1 records.

ORPHAN SUMMARY

City	EDR ID	Site Name	Site Address	Zip	Database(s)
POLLOCK PINES	S116165444	HAZEL CREEK MINE	HAZEL CREEK ROAD	95726	ENVIROSTOR

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

To maintain currency of the following federal and state databases, EDR contacts the appropriate governmental agency on a monthly or quarterly basis, as required.

Number of Days to Update: Provides confirmation that EDR is reporting records that have been updated within 90 days from the date the government agency made the information available to the public.

STANDARD ENVIRONMENTAL RECORDS

Federal NPL site list

NPL: National Priority List

National Priorities List (Superfund). The NPL is a subset of CERCLIS and identifies over 1,200 sites for priority cleanup under the Superfund Program. NPL sites may encompass relatively large areas. As such, EDR provides polygon coverage for over 1,000 NPL site boundaries produced by EPA's Environmental Photographic Interpretation Center (EPIC) and regional EPA offices.

Date of Government Version: 08/13/2018
Date Data Arrived at EDR: 10/04/2018
Date Made Active in Reports: 11/09/2018
Number of Days to Update: 36

Source: EPA
Telephone: N/A
Last EDR Contact: 11/27/2018
Next Scheduled EDR Contact: 01/14/2019
Data Release Frequency: Quarterly

NPL Site Boundaries

Sources:

EPA's Environmental Photographic Interpretation Center (EPIC)
Telephone: 202-564-7333

EPA Region 1
Telephone 617-918-1143

EPA Region 6
Telephone: 214-655-6659

EPA Region 3
Telephone 215-814-5418

EPA Region 7
Telephone: 913-551-7247

EPA Region 4
Telephone 404-562-8033

EPA Region 8
Telephone: 303-312-6774

EPA Region 5
Telephone 312-886-6686

EPA Region 9
Telephone: 415-947-4246

EPA Region 10
Telephone 206-553-8665

Proposed NPL: Proposed National Priority List Sites

A site that has been proposed for listing on the National Priorities List through the issuance of a proposed rule in the Federal Register. EPA then accepts public comments on the site, responds to the comments, and places on the NPL those sites that continue to meet the requirements for listing.

Date of Government Version: 08/13/2018
Date Data Arrived at EDR: 10/04/2018
Date Made Active in Reports: 11/09/2018
Number of Days to Update: 36

Source: EPA
Telephone: N/A
Last EDR Contact: 11/27/2018
Next Scheduled EDR Contact: 01/14/2019
Data Release Frequency: Quarterly

NPL LIENS: Federal Superfund Liens

Federal Superfund Liens. Under the authority granted the USEPA by CERCLA of 1980, the USEPA has the authority to file liens against real property in order to recover remedial action expenditures or when the property owner received notification of potential liability. USEPA compiles a listing of filed notices of Superfund Liens.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 10/15/1991
Date Data Arrived at EDR: 02/02/1994
Date Made Active in Reports: 03/30/1994
Number of Days to Update: 56

Source: EPA
Telephone: 202-564-4267
Last EDR Contact: 08/15/2011
Next Scheduled EDR Contact: 11/28/2011
Data Release Frequency: No Update Planned

Federal Delisted NPL site list

Delisted NPL: National Priority List Deletions

The National Oil and Hazardous Substances Pollution Contingency Plan (NCP) establishes the criteria that the EPA uses to delete sites from the NPL. In accordance with 40 CFR 300.425.(e), sites may be deleted from the NPL where no further response is appropriate.

Date of Government Version: 08/13/2018
Date Data Arrived at EDR: 10/04/2018
Date Made Active in Reports: 11/09/2018
Number of Days to Update: 36

Source: EPA
Telephone: N/A
Last EDR Contact: 11/27/2018
Next Scheduled EDR Contact: 01/14/2019
Data Release Frequency: Quarterly

Federal CERCLIS list

FEDERAL FACILITY: Federal Facility Site Information listing

A listing of National Priority List (NPL) and Base Realignment and Closure (BRAC) sites found in the Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS) Database where EPA Federal Facilities Restoration and Reuse Office is involved in cleanup activities.

Date of Government Version: 11/07/2016
Date Data Arrived at EDR: 01/05/2017
Date Made Active in Reports: 04/07/2017
Number of Days to Update: 92

Source: Environmental Protection Agency
Telephone: 703-603-8704
Last EDR Contact: 07/06/2018
Next Scheduled EDR Contact: 10/15/2018
Data Release Frequency: Varies

SEMS: Superfund Enterprise Management System

SEMS (Superfund Enterprise Management System) tracks hazardous waste sites, potentially hazardous waste sites, and remedial activities performed in support of EPA's Superfund Program across the United States. The list was formerly know as CERCLIS, renamed to SEMS by the EPA in 2015. The list contains data on potentially hazardous waste sites that have been reported to the USEPA by states, municipalities, private companies and private persons, pursuant to Section 103 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). This dataset also contains sites which are either proposed to or on the National Priorities List (NPL) and the sites which are in the screening and assessment phase for possible inclusion on the NPL.

Date of Government Version: 08/13/2018
Date Data Arrived at EDR: 10/04/2018
Date Made Active in Reports: 11/16/2018
Number of Days to Update: 43

Source: EPA
Telephone: 800-424-9346
Last EDR Contact: 11/27/2018
Next Scheduled EDR Contact: 01/28/2019
Data Release Frequency: Quarterly

Federal CERCLIS NFRAP site list

SEMS-ARCHIVE: Superfund Enterprise Management System Archive

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

SEMS-ARCHIVE (Superfund Enterprise Management System Archive) tracks sites that have no further interest under the Federal Superfund Program based on available information. The list was formerly known as the CERCLIS-NFRAP, renamed to SEMS ARCHIVE by the EPA in 2015. EPA may perform a minimal level of assessment work at a site while it is archived if site conditions change and/or new information becomes available. Archived sites have been removed and archived from the inventory of SEMS sites. Archived status indicates that, to the best of EPA's knowledge, assessment at a site has been completed and that EPA has determined no further steps will be taken to list the site on the National Priorities List (NPL), unless information indicates this decision was not appropriate or other considerations require a recommendation for listing at a later time. The decision does not necessarily mean that there is no hazard associated with a given site; it only means that. based upon available information, the location is not judged to be potential NPL site.

Date of Government Version: 08/13/2018
Date Data Arrived at EDR: 10/04/2018
Date Made Active in Reports: 11/16/2018
Number of Days to Update: 43

Source: EPA
Telephone: 800-424-9346
Last EDR Contact: 10/04/2018
Next Scheduled EDR Contact: 01/28/2019
Data Release Frequency: Quarterly

Federal RCRA CORRACTS facilities list

CORRACTS: Corrective Action Report

CORRACTS identifies hazardous waste handlers with RCRA corrective action activity.

Date of Government Version: 03/01/2018
Date Data Arrived at EDR: 03/28/2018
Date Made Active in Reports: 06/22/2018
Number of Days to Update: 86

Source: EPA
Telephone: 800-424-9346
Last EDR Contact: 09/19/2018
Next Scheduled EDR Contact: 01/07/2019
Data Release Frequency: Quarterly

Federal RCRA non-CORRACTS TSD facilities list

RCRA-TSDF: RCRA - Treatment, Storage and Disposal

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Transporters are individuals or entities that move hazardous waste from the generator offsite to a facility that can recycle, treat, store, or dispose of the waste. TSDFs treat, store, or dispose of the waste.

Date of Government Version: 03/01/2018
Date Data Arrived at EDR: 03/28/2018
Date Made Active in Reports: 06/22/2018
Number of Days to Update: 86

Source: Environmental Protection Agency
Telephone: (415) 495-8895
Last EDR Contact: 09/19/2018
Next Scheduled EDR Contact: 01/07/2019
Data Release Frequency: Quarterly

Federal RCRA generators list

RCRA-LQG: RCRA - Large Quantity Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Large quantity generators (LQGs) generate over 1,000 kilograms (kg) of hazardous waste, or over 1 kg of acutely hazardous waste per month.

Date of Government Version: 03/01/2018
Date Data Arrived at EDR: 03/28/2018
Date Made Active in Reports: 06/22/2018
Number of Days to Update: 86

Source: Environmental Protection Agency
Telephone: (415) 495-8895
Last EDR Contact: 09/19/2018
Next Scheduled EDR Contact: 01/07/2019
Data Release Frequency: Quarterly

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

RCRA-SQG: RCRA - Small Quantity Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Small quantity generators (SQGs) generate between 100 kg and 1,000 kg of hazardous waste per month.

Date of Government Version: 03/01/2018
Date Data Arrived at EDR: 03/28/2018
Date Made Active in Reports: 06/22/2018
Number of Days to Update: 86

Source: Environmental Protection Agency
Telephone: (415) 495-8895
Last EDR Contact: 09/19/2018
Next Scheduled EDR Contact: 01/07/2019
Data Release Frequency: Quarterly

RCRA-CESQG: RCRA - Conditionally Exempt Small Quantity Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Conditionally exempt small quantity generators (CESQGs) generate less than 100 kg of hazardous waste, or less than 1 kg of acutely hazardous waste per month.

Date of Government Version: 03/01/2018
Date Data Arrived at EDR: 03/28/2018
Date Made Active in Reports: 06/22/2018
Number of Days to Update: 86

Source: Environmental Protection Agency
Telephone: (415) 495-8895
Last EDR Contact: 09/19/2018
Next Scheduled EDR Contact: 01/07/2019
Data Release Frequency: Quarterly

Federal institutional controls / engineering controls registries

LUCIS: Land Use Control Information System

LUCIS contains records of land use control information pertaining to the former Navy Base Realignment and Closure properties.

Date of Government Version: 05/14/2018
Date Data Arrived at EDR: 05/18/2018
Date Made Active in Reports: 07/20/2018
Number of Days to Update: 63

Source: Department of the Navy
Telephone: 843-820-7326
Last EDR Contact: 10/15/2018
Next Scheduled EDR Contact: 02/25/2019
Data Release Frequency: Varies

US ENG CONTROLS: Engineering Controls Sites List

A listing of sites with engineering controls in place. Engineering controls include various forms of caps, building foundations, liners, and treatment methods to create pathway elimination for regulated substances to enter environmental media or effect human health.

Date of Government Version: 07/31/2018
Date Data Arrived at EDR: 08/28/2018
Date Made Active in Reports: 09/14/2018
Number of Days to Update: 17

Source: Environmental Protection Agency
Telephone: 703-603-0695
Last EDR Contact: 08/28/2018
Next Scheduled EDR Contact: 12/10/2018
Data Release Frequency: Varies

US INST CONTROL: Sites with Institutional Controls

A listing of sites with institutional controls in place. Institutional controls include administrative measures, such as groundwater use restrictions, construction restrictions, property use restrictions, and post remediation care requirements intended to prevent exposure to contaminants remaining on site. Deed restrictions are generally required as part of the institutional controls.

Date of Government Version: 07/31/2018
Date Data Arrived at EDR: 08/28/2018
Date Made Active in Reports: 09/14/2018
Number of Days to Update: 17

Source: Environmental Protection Agency
Telephone: 703-603-0695
Last EDR Contact: 08/28/2018
Next Scheduled EDR Contact: 12/10/2018
Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Federal ERNS list

ERNS: Emergency Response Notification System

Emergency Response Notification System. ERNS records and stores information on reported releases of oil and hazardous substances.

Date of Government Version: 09/24/2018
Date Data Arrived at EDR: 09/25/2018
Date Made Active in Reports: 11/09/2018
Number of Days to Update: 45

Source: National Response Center, United States Coast Guard
Telephone: 202-267-2180
Last EDR Contact: 09/25/2018
Next Scheduled EDR Contact: 01/07/2019
Data Release Frequency: Quarterly

State- and tribal - equivalent NPL

RESPONSE: State Response Sites

Identifies confirmed release sites where DTSC is involved in remediation, either in a lead or oversight capacity. These confirmed release sites are generally high-priority and high potential risk.

Date of Government Version: 07/30/2018
Date Data Arrived at EDR: 07/31/2018
Date Made Active in Reports: 09/07/2018
Number of Days to Update: 38

Source: Department of Toxic Substances Control
Telephone: 916-323-3400
Last EDR Contact: 10/30/2018
Next Scheduled EDR Contact: 02/11/2019
Data Release Frequency: Quarterly

State- and tribal - equivalent CERCLIS

ENVIROSTOR: EnviroStor Database

The Department of Toxic Substances Control's (DTSC's) Site Mitigation and Brownfields Reuse Program's (SMBRP's) EnviroStor database identifes sites that have known contamination or sites for which there may be reasons to investigate further. The database includes the following site types: Federal Superfund sites (National Priorities List (NPL)); State Response, including Military Facilities and State Superfund; Voluntary Cleanup; and School sites. EnviroStor provides similar information to the information that was available in CalSites, and provides additional site information, including, but not limited to, identification of formerly-contaminated properties that have been released for reuse, properties where environmental deed restrictions have been recorded to prevent inappropriate land uses, and risk characterization information that is used to assess potential impacts to public health and the environment at contaminated sites.

Date of Government Version: 07/30/2018
Date Data Arrived at EDR: 07/31/2018
Date Made Active in Reports: 09/07/2018
Number of Days to Update: 38

Source: Department of Toxic Substances Control
Telephone: 916-323-3400
Last EDR Contact: 10/30/2018
Next Scheduled EDR Contact: 02/11/2019
Data Release Frequency: Quarterly

State and tribal landfill and/or solid waste disposal site lists

SWF/LF (SWIS): Solid Waste Information System

Active, Closed and Inactive Landfills. SWF/LF records typically contain an inve ntory of solid waste disposal facilities or landfills. These may be active or i nactive facilities or open dumps that failed to meet RCRA Section 4004 criteria for solid waste landfills or disposal sites.

Date of Government Version: 08/08/2018
Date Data Arrived at EDR: 08/10/2018
Date Made Active in Reports: 08/24/2018
Number of Days to Update: 14

Source: Department of Resources Recycling and Recovery
Telephone: 916-341-6320
Last EDR Contact: 11/14/2018
Next Scheduled EDR Contact: 02/25/2019
Data Release Frequency: Quarterly

State and tribal leaking storage tank lists

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

LUST REG 1: Active Toxic Site Investigation
Del Norte, Humboldt, Lake, Mendocino, Modoc, Siskiyou, Sonoma, Trinity counties. For more current information, please refer to the State Water Resources Control Board's LUST database.

Date of Government Version: 02/01/2001
Date Data Arrived at EDR: 02/28/2001
Date Made Active in Reports: 03/29/2001
Number of Days to Update: 29

Source: California Regional Water Quality Control Board North Coast (1)
Telephone: 707-570-3769
Last EDR Contact: 08/01/2011
Next Scheduled EDR Contact: 11/14/2011
Data Release Frequency: No Update Planned

LUST REG 7: Leaking Underground Storage Tank Case Listing
Leaking Underground Storage Tank locations. Imperial, Riverside, San Diego, Santa Barbara counties.

Date of Government Version: 02/26/2004
Date Data Arrived at EDR: 02/26/2004
Date Made Active in Reports: 03/24/2004
Number of Days to Update: 27

Source: California Regional Water Quality Control Board Colorado River Basin Region (7)
Telephone: 760-776-8943
Last EDR Contact: 08/01/2011
Next Scheduled EDR Contact: 11/14/2011
Data Release Frequency: No Update Planned

LUST: Leaking Underground Fuel Tank Report (GEOTRACKER)
Leaking Underground Storage Tank (LUST) Sites included in GeoTracker. GeoTracker is the Water Boards data management system for sites that impact, or have the potential to impact, water quality in California, with emphasis on groundwater.

Date of Government Version: 09/10/2018
Date Data Arrived at EDR: 09/12/2018
Date Made Active in Reports: 10/08/2018
Number of Days to Update: 26

Source: State Water Resources Control Board
Telephone: see region list
Last EDR Contact: 09/12/2018
Next Scheduled EDR Contact: 12/24/2018
Data Release Frequency: Quarterly

LUST REG 9: Leaking Underground Storage Tank Report
Orange, Riverside, San Diego counties. For more current information, please refer to the State Water Resources Control Board's LUST database.

Date of Government Version: 03/01/2001
Date Data Arrived at EDR: 04/23/2001
Date Made Active in Reports: 05/21/2001
Number of Days to Update: 28

Source: California Regional Water Quality Control Board San Diego Region (9)
Telephone: 858-637-5595
Last EDR Contact: 09/26/2011
Next Scheduled EDR Contact: 01/09/2012
Data Release Frequency: No Update Planned

LUST REG 6V: Leaking Underground Storage Tank Case Listing
Leaking Underground Storage Tank locations. Inyo, Kern, Los Angeles, Mono, San Bernardino counties.

Date of Government Version: 06/07/2005
Date Data Arrived at EDR: 06/07/2005
Date Made Active in Reports: 06/29/2005
Number of Days to Update: 22

Source: California Regional Water Quality Control Board Victorville Branch Office (6)
Telephone: 760-241-7365
Last EDR Contact: 09/12/2011
Next Scheduled EDR Contact: 12/26/2011
Data Release Frequency: No Update Planned

LUST REG 6L: Leaking Underground Storage Tank Case Listing
For more current information, please refer to the State Water Resources Control Board's LUST database.

Date of Government Version: 09/09/2003
Date Data Arrived at EDR: 09/10/2003
Date Made Active in Reports: 10/07/2003
Number of Days to Update: 27

Source: California Regional Water Quality Control Board Lahontan Region (6)
Telephone: 530-542-5572
Last EDR Contact: 09/12/2011
Next Scheduled EDR Contact: 12/26/2011
Data Release Frequency: No Update Planned

LUST REG 5: Leaking Underground Storage Tank Database
Leaking Underground Storage Tank locations. Alameda, Alpine, Amador, Butte, Colusa, Contra Costa, Calveras, El Dorado, Fresno, Glenn, Kern, Kings, Lake, Lassen, Madera, Mariposa, Merced, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, San Joaquin, Shasta, Solano, Stanislaus, Sutter, Tehama, Tulare, Tuolumne, Yolo, Yuba counties.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 07/01/2008
Date Data Arrived at EDR: 07/22/2008
Date Made Active in Reports: 07/31/2008
Number of Days to Update: 9

Source: California Regional Water Quality Control Board Central Valley Region (5)
Telephone: 916-464-4834
Last EDR Contact: 07/01/2011
Next Scheduled EDR Contact: 10/17/2011
Data Release Frequency: No Update Planned

LUST REG 2: Fuel Leak List

Leaking Underground Storage Tank locations. Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, Sonoma counties.

Date of Government Version: 09/30/2004
Date Data Arrived at EDR: 10/20/2004
Date Made Active in Reports: 11/19/2004
Number of Days to Update: 30

Source: California Regional Water Quality Control Board San Francisco Bay Region (2)
Telephone: 510-622-2433
Last EDR Contact: 09/19/2011
Next Scheduled EDR Contact: 01/02/2012
Data Release Frequency: Quarterly

LUST REG 3: Leaking Underground Storage Tank Database

Leaking Underground Storage Tank locations. Monterey, San Benito, San Luis Obispo, Santa Barbara, Santa Cruz counties.

Date of Government Version: 05/19/2003
Date Data Arrived at EDR: 05/19/2003
Date Made Active in Reports: 06/02/2003
Number of Days to Update: 14

Source: California Regional Water Quality Control Board Central Coast Region (3)
Telephone: 805-542-4786
Last EDR Contact: 07/18/2011
Next Scheduled EDR Contact: 10/31/2011
Data Release Frequency: No Update Planned

LUST REG 4: Underground Storage Tank Leak List

Los Angeles, Ventura counties. For more current information, please refer to the State Water Resources Control Board's LUST database.

Date of Government Version: 09/07/2004
Date Data Arrived at EDR: 09/07/2004
Date Made Active in Reports: 10/12/2004
Number of Days to Update: 35

Source: California Regional Water Quality Control Board Los Angeles Region (4)
Telephone: 213-576-6710
Last EDR Contact: 09/06/2011
Next Scheduled EDR Contact: 12/19/2011
Data Release Frequency: No Update Planned

LUST REG 8: Leaking Underground Storage Tanks

California Regional Water Quality Control Board Santa Ana Region (8). For more current information, please refer to the State Water Resources Control Board's LUST database.

Date of Government Version: 02/14/2005
Date Data Arrived at EDR: 02/15/2005
Date Made Active in Reports: 03/28/2005
Number of Days to Update: 41

Source: California Regional Water Quality Control Board Santa Ana Region (8)
Telephone: 909-782-4496
Last EDR Contact: 08/15/2011
Next Scheduled EDR Contact: 11/28/2011
Data Release Frequency: Varies

INDIAN LUST R10: Leaking Underground Storage Tanks on Indian Land

LUSTs on Indian land in Alaska, Idaho, Oregon and Washington.

Date of Government Version: 04/12/2018
Date Data Arrived at EDR: 05/18/2018
Date Made Active in Reports: 07/20/2018
Number of Days to Update: 63

Source: EPA Region 10
Telephone: 206-553-2857
Last EDR Contact: 10/26/2018
Next Scheduled EDR Contact: 02/04/2019
Data Release Frequency: Varies

INDIAN LUST R9: Leaking Underground Storage Tanks on Indian Land

LUSTs on Indian land in Arizona, California, New Mexico and Nevada

Date of Government Version: 04/10/2018
Date Data Arrived at EDR: 05/18/2018
Date Made Active in Reports: 07/20/2018
Number of Days to Update: 63

Source: Environmental Protection Agency
Telephone: 415-972-3372
Last EDR Contact: 10/26/2018
Next Scheduled EDR Contact: 02/04/2019
Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

INDIAN LUST R8: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Colorado, Montana, North Dakota, South Dakota, Utah and Wyoming.

Date of Government Version: 04/25/2018
Date Data Arrived at EDR: 05/18/2018
Date Made Active in Reports: 07/20/2018
Number of Days to Update: 63

Source: EPA Region 8
Telephone: 303-312-6271
Last EDR Contact: 10/26/2018
Next Scheduled EDR Contact: 02/04/2019
Data Release Frequency: Varies

INDIAN LUST R7: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Iowa, Kansas, and Nebraska

Date of Government Version: 04/24/2018
Date Data Arrived at EDR: 05/18/2018
Date Made Active in Reports: 07/20/2018
Number of Days to Update: 63

Source: EPA Region 7
Telephone: 913-551-7003
Last EDR Contact: 10/26/2018
Next Scheduled EDR Contact: 02/04/2019
Data Release Frequency: Varies

INDIAN LUST R6: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in New Mexico and Oklahoma.

Date of Government Version: 04/01/2018
Date Data Arrived at EDR: 05/18/2018
Date Made Active in Reports: 07/20/2018
Number of Days to Update: 63

Source: EPA Region 6
Telephone: 214-665-6597
Last EDR Contact: 10/26/2018
Next Scheduled EDR Contact: 02/04/2019
Data Release Frequency: Varies

INDIAN LUST R4: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Florida, Mississippi and North Carolina.

Date of Government Version: 05/08/2018
Date Data Arrived at EDR: 05/18/2018
Date Made Active in Reports: 07/20/2018
Number of Days to Update: 63

Source: EPA Region 4
Telephone: 404-562-8677
Last EDR Contact: 10/26/2018
Next Scheduled EDR Contact: 02/04/2019
Data Release Frequency: Varies

INDIAN LUST R1: Leaking Underground Storage Tanks on Indian Land
A listing of leaking underground storage tank locations on Indian Land.

Date of Government Version: 04/13/2018
Date Data Arrived at EDR: 05/18/2018
Date Made Active in Reports: 07/20/2018
Number of Days to Update: 63

Source: EPA Region 1
Telephone: 617-918-1313
Last EDR Contact: 10/26/2018
Next Scheduled EDR Contact: 02/04/2019
Data Release Frequency: Varies

INDIAN LUST R5: Leaking Underground Storage Tanks on Indian Land
Leaking underground storage tanks located on Indian Land in Michigan, Minnesota and Wisconsin.

Date of Government Version: 04/12/2018
Date Data Arrived at EDR: 05/18/2018
Date Made Active in Reports: 07/20/2018
Number of Days to Update: 63

Source: EPA, Region 5
Telephone: 312-886-7439
Last EDR Contact: 10/26/2018
Next Scheduled EDR Contact: 02/04/2019
Data Release Frequency: Varies

CPS-SLIC: Statewide SLIC Cases (GEOTRACKER)
Cleanup Program Sites (CPS; also known as Site Cleanups [SC] and formerly known as Spills, Leaks, Investigations, and Cleanups [SLIC] sites) included in GeoTracker. GeoTracker is the Water Boards data management system for sites that impact, or have the potential to impact, water quality in California, with emphasis on groundwater.

Date of Government Version: 09/10/2018
Date Data Arrived at EDR: 09/12/2018
Date Made Active in Reports: 10/09/2018
Number of Days to Update: 27

Source: State Water Resources Control Board
Telephone: 866-480-1028
Last EDR Contact: 12/12/2018
Next Scheduled EDR Contact: 12/24/2018
Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

SLIC REG 1: Active Toxic Site Investigations
The SLIC (Spills, Leaks, Investigations and Cleanup) program is designed to protect and restore water quality from spills, leaks, and similar discharges.

Date of Government Version: 04/03/2003
Date Data Arrived at EDR: 04/07/2003
Date Made Active in Reports: 04/25/2003
Number of Days to Update: 18

Source: California Regional Water Quality Control Board, North Coast Region (1)
Telephone: 707-576-2220
Last EDR Contact: 08/01/2011
Next Scheduled EDR Contact: 11/14/2011
Data Release Frequency: No Update Planned

SLIC REG 2: Spills, Leaks, Investigation & Cleanup Cost Recovery Listing
The SLIC (Spills, Leaks, Investigations and Cleanup) program is designed to protect and restore water quality from spills, leaks, and similar discharges.

Date of Government Version: 09/30/2004
Date Data Arrived at EDR: 10/20/2004
Date Made Active in Reports: 11/19/2004
Number of Days to Update: 30

Source: Regional Water Quality Control Board San Francisco Bay Region (2)
Telephone: 510-286-0457
Last EDR Contact: 09/19/2011
Next Scheduled EDR Contact: 01/02/2012
Data Release Frequency: Quarterly

SLIC REG 3: Spills, Leaks, Investigation & Cleanup Cost Recovery Listing
The SLIC (Spills, Leaks, Investigations and Cleanup) program is designed to protect and restore water quality from spills, leaks, and similar discharges.

Date of Government Version: 05/18/2006
Date Data Arrived at EDR: 05/18/2006
Date Made Active in Reports: 06/15/2006
Number of Days to Update: 28

Source: California Regional Water Quality Control Board Central Coast Region (3)
Telephone: 805-549-3147
Last EDR Contact: 07/18/2011
Next Scheduled EDR Contact: 10/31/2011
Data Release Frequency: Semi-Annually

SLIC REG 4: Spills, Leaks, Investigation & Cleanup Cost Recovery Listing
The SLIC (Spills, Leaks, Investigations and Cleanup) program is designed to protect and restore water quality from spills, leaks, and similar discharges.

Date of Government Version: 11/17/2004
Date Data Arrived at EDR: 11/18/2004
Date Made Active in Reports: 01/04/2005
Number of Days to Update: 47

Source: Region Water Quality Control Board Los Angeles Region (4)
Telephone: 213-576-6600
Last EDR Contact: 07/01/2011
Next Scheduled EDR Contact: 10/17/2011
Data Release Frequency: Varies

SLIC REG 5: Spills, Leaks, Investigation & Cleanup Cost Recovery Listing
The SLIC (Spills, Leaks, Investigations and Cleanup) program is designed to protect and restore water quality from spills, leaks, and similar discharges.

Date of Government Version: 04/01/2005
Date Data Arrived at EDR: 04/05/2005
Date Made Active in Reports: 04/21/2005
Number of Days to Update: 16

Source: Regional Water Quality Control Board Central Valley Region (5)
Telephone: 916-464-3291
Last EDR Contact: 09/12/2011
Next Scheduled EDR Contact: 12/26/2011
Data Release Frequency: Semi-Annually

SLIC REG 6V: Spills, Leaks, Investigation & Cleanup Cost Recovery Listing
The SLIC (Spills, Leaks, Investigations and Cleanup) program is designed to protect and restore water quality from spills, leaks, and similar discharges.

Date of Government Version: 05/24/2005
Date Data Arrived at EDR: 05/25/2005
Date Made Active in Reports: 06/16/2005
Number of Days to Update: 22

Source: Regional Water Quality Control Board, Victorville Branch
Telephone: 619-241-6583
Last EDR Contact: 08/15/2011
Next Scheduled EDR Contact: 11/28/2011
Data Release Frequency: Semi-Annually

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

SLIC REG 6L: SLIC Sites
The SLIC (Spills, Leaks, Investigations and Cleanup) program is designed to protect and restore water quality from spills, leaks, and similar discharges.

Date of Government Version: 09/07/2004
Date Data Arrived at EDR: 09/07/2004
Date Made Active in Reports: 10/12/2004
Number of Days to Update: 35
Source: California Regional Water Quality Control Board, Lahontan Region
Telephone: 530-542-5574
Last EDR Contact: 08/15/2011
Next Scheduled EDR Contact: 11/28/2011
Data Release Frequency: No Update Planned

SLIC REG 7: SLIC List
The SLIC (Spills, Leaks, Investigations and Cleanup) program is designed to protect and restore water quality from spills, leaks, and similar discharges.

Date of Government Version: 11/24/2004
Date Data Arrived at EDR: 11/29/2004
Date Made Active in Reports: 01/04/2005
Number of Days to Update: 36
Source: California Regional Quality Control Board, Colorado River Basin Region
Telephone: 760-346-7491
Last EDR Contact: 08/01/2011
Next Scheduled EDR Contact: 11/14/2011
Data Release Frequency: No Update Planned

SLIC REG 8: Spills, Leaks, Investigation & Cleanup Cost Recovery Listing
The SLIC (Spills, Leaks, Investigations and Cleanup) program is designed to protect and restore water quality from spills, leaks, and similar discharges.

Date of Government Version: 04/03/2008
Date Data Arrived at EDR: 04/03/2008
Date Made Active in Reports: 04/14/2008
Number of Days to Update: 11
Source: California Region Water Quality Control Board Santa Ana Region (8)
Telephone: 951-782-3298
Last EDR Contact: 09/12/2011
Next Scheduled EDR Contact: 12/26/2011
Data Release Frequency: Semi-Annually

SLIC REG 9: Spills, Leaks, Investigation & Cleanup Cost Recovery Listing
The SLIC (Spills, Leaks, Investigations and Cleanup) program is designed to protect and restore water quality from spills, leaks, and similar discharges.

Date of Government Version: 09/10/2007
Date Data Arrived at EDR: 09/11/2007
Date Made Active in Reports: 09/28/2007
Number of Days to Update: 17
Source: California Regional Water Quality Control Board San Diego Region (9)
Telephone: 858-467-2980
Last EDR Contact: 08/08/2011
Next Scheduled EDR Contact: 11/21/2011
Data Release Frequency: Annually

State and tribal registered storage tank lists

FEMA UST: Underground Storage Tank Listing
A listing of all FEMA owned underground storage tanks.

Date of Government Version: 05/15/2017
Date Data Arrived at EDR: 05/30/2017
Date Made Active in Reports: 10/13/2017
Number of Days to Update: 136
Source: FEMA
Telephone: 202-646-5797
Last EDR Contact: 10/10/2018
Next Scheduled EDR Contact: 01/21/2019
Data Release Frequency: Varies

UST: Active UST Facilities
Active UST facilities gathered from the local regulatory agencies

Date of Government Version: 09/10/2018
Date Data Arrived at EDR: 09/12/2018
Date Made Active in Reports: 10/03/2018
Number of Days to Update: 21
Source: SWRCB
Telephone: 916-341-5851
Last EDR Contact: 09/12/2018
Next Scheduled EDR Contact: 12/24/2018
Data Release Frequency: Semi-Annually

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

UST CLOSURE: Proposed Closure of Underground Storage Tank (UST) Cases

UST cases that are being considered for closure by either the State Water Resources Control Board or the Executive Director have been posted for a 60-day public comment period. UST Case Closures being proposed for consideration by the State Water Resources Control Board. These are primarily UST cases that meet closure criteria under the decisional framework in State Water Board Resolution No. 92-49 and other Board orders. UST Case Closures proposed for consideration by the Executive Director pursuant to State Water Board Resolution No. 2012-0061. These are cases that meet the criteria of the Low-Threat UST Case Closure Policy. UST Case Closure Review Denials and Approved Orders.

Date of Government Version: 09/10/2018
Date Data Arrived at EDR: 09/12/2018
Date Made Active in Reports: 10/03/2018
Number of Days to Update: 21

Source: State Water Resources Control Board
Telephone: 916-327-7844
Last EDR Contact: 09/12/2018
Next Scheduled EDR Contact: 12/24/2018
Data Release Frequency: Varies

MILITARY UST SITES: Military UST Sites (GEOTRACKER)

Military ust sites

Date of Government Version: 09/10/2018
Date Data Arrived at EDR: 09/12/2018
Date Made Active in Reports: 10/09/2018
Number of Days to Update: 27

Source: State Water Resources Control Board
Telephone: 866-480-1028
Last EDR Contact: 12/12/2018
Next Scheduled EDR Contact: 12/24/2018
Data Release Frequency: Varies

AST: Aboveground Petroleum Storage Tank Facilities

A listing of aboveground storage tank petroleum storage tank locations.

Date of Government Version: 07/06/2016
Date Data Arrived at EDR: 07/12/2016
Date Made Active in Reports: 09/19/2016
Number of Days to Update: 69

Source: California Environmental Protection Agency
Telephone: 916-327-5092
Last EDR Contact: 09/17/2018
Next Scheduled EDR Contact: 12/31/2018
Data Release Frequency: Quarterly

INDIAN UST R4: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee and Tribal Nations)

Date of Government Version: 05/08/2018
Date Data Arrived at EDR: 05/18/2018
Date Made Active in Reports: 07/20/2018
Number of Days to Update: 63

Source: EPA Region 4
Telephone: 404-562-9424
Last EDR Contact: 10/26/2018
Next Scheduled EDR Contact: 02/04/2019
Data Release Frequency: Varies

INDIAN UST R10: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 10 (Alaska, Idaho, Oregon, Washington, and Tribal Nations).

Date of Government Version: 04/12/2018
Date Data Arrived at EDR: 05/18/2018
Date Made Active in Reports: 07/20/2018
Number of Days to Update: 63

Source: EPA Region 10
Telephone: 206-553-2857
Last EDR Contact: 10/26/2018
Next Scheduled EDR Contact: 02/04/2019
Data Release Frequency: Varies

INDIAN UST R9: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 9 (Arizona, California, Hawaii, Nevada, the Pacific Islands, and Tribal Nations).

Date of Government Version: 04/10/2018
Date Data Arrived at EDR: 05/18/2018
Date Made Active in Reports: 07/20/2018
Number of Days to Update: 63

Source: EPA Region 9
Telephone: 415-972-3368
Last EDR Contact: 10/26/2018
Next Scheduled EDR Contact: 02/04/2019
Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

INDIAN UST R5: Underground Storage Tanks on Indian Land
The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 5 (Michigan, Minnesota and Wisconsin and Tribal Nations).

Date of Government Version: 04/12/2018
Date Data Arrived at EDR: 05/18/2018
Date Made Active in Reports: 07/20/2018
Number of Days to Update: 63
Source: EPA Region 5
Telephone: 312-886-6136
Last EDR Contact: 10/26/2018
Next Scheduled EDR Contact: 02/04/2019
Data Release Frequency: Varies

INDIAN UST R1: Underground Storage Tanks on Indian Land
The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 1 (Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, Vermont and ten Tribal Nations).

Date of Government Version: 04/13/2018
Date Data Arrived at EDR: 05/18/2018
Date Made Active in Reports: 07/20/2018
Number of Days to Update: 63
Source: EPA, Region 1
Telephone: 617-918-1313
Last EDR Contact: 10/26/2018
Next Scheduled EDR Contact: 02/04/2019
Data Release Frequency: Varies

INDIAN UST R7: Underground Storage Tanks on Indian Land
The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 7 (Iowa, Kansas, Missouri, Nebraska, and 9 Tribal Nations).

Date of Government Version: 04/24/2018
Date Data Arrived at EDR: 05/18/2018
Date Made Active in Reports: 07/20/2018
Number of Days to Update: 63
Source: EPA Region 7
Telephone: 913-551-7003
Last EDR Contact: 10/26/2018
Next Scheduled EDR Contact: 02/04/2019
Data Release Frequency: Varies

INDIAN UST R6: Underground Storage Tanks on Indian Land
The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 6 (Louisiana, Arkansas, Oklahoma, New Mexico, Texas and 65 Tribes).

Date of Government Version: 04/01/2018
Date Data Arrived at EDR: 05/18/2018
Date Made Active in Reports: 07/20/2018
Number of Days to Update: 63
Source: EPA Region 6
Telephone: 214-665-7591
Last EDR Contact: 10/26/2018
Next Scheduled EDR Contact: 02/04/2019
Data Release Frequency: Varies

INDIAN UST R8: Underground Storage Tanks on Indian Land
The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming and 27 Tribal Nations).

Date of Government Version: 04/25/2018
Date Data Arrived at EDR: 05/18/2018
Date Made Active in Reports: 07/20/2018
Number of Days to Update: 63
Source: EPA Region 8
Telephone: 303-312-6137
Last EDR Contact: 10/26/2018
Next Scheduled EDR Contact: 02/04/2019
Data Release Frequency: Varies

State and tribal voluntary cleanup sites

INDIAN VCP R7: Voluntary Cleanup Priority Lisitng
A listing of voluntary cleanup priority sites located on Indian Land located in Region 7.

Date of Government Version: 03/20/2008
Date Data Arrived at EDR: 04/22/2008
Date Made Active in Reports: 05/19/2008
Number of Days to Update: 27
Source: EPA, Region 7
Telephone: 913-551-7365
Last EDR Contact: 04/20/2009
Next Scheduled EDR Contact: 07/20/2009
Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

VCP: Voluntary Cleanup Program Properties

Contains low threat level properties with either confirmed or unconfirmed releases and the project proponents have request that DTSC oversee investigation and/or cleanup activities and have agreed to provide coverage for DTSC's costs.

Date of Government Version: 07/30/2018
Date Data Arrived at EDR: 07/31/2018
Date Made Active in Reports: 09/07/2018
Number of Days to Update: 38

Source: Department of Toxic Substances Control
Telephone: 916-323-3400
Last EDR Contact: 10/30/2018
Next Scheduled EDR Contact: 02/11/2019
Data Release Frequency: Quarterly

INDIAN VCP R1: Voluntary Cleanup Priority Listing

A listing of voluntary cleanup priority sites located on Indian Land located in Region 1.

Date of Government Version: 07/27/2015
Date Data Arrived at EDR: 09/29/2015
Date Made Active in Reports: 02/18/2016
Number of Days to Update: 142

Source: EPA, Region 1
Telephone: 617-918-1102
Last EDR Contact: 09/24/2018
Next Scheduled EDR Contact: 01/07/2019
Data Release Frequency: Varies

State and tribal Brownfields sites

BROWNFIELDS: Considered Brownfieds Sites Listing

A listing of sites the SWRCB considers to be Brownfields since these are sites have come to them through the MOA Process.

Date of Government Version: 09/24/2018
Date Data Arrived at EDR: 09/25/2018
Date Made Active in Reports: 10/15/2018
Number of Days to Update: 20

Source: State Water Resources Control Board
Telephone: 916-323-7905
Last EDR Contact: 09/25/2018
Next Scheduled EDR Contact: 01/07/2019
Data Release Frequency: Quarterly

ADDITIONAL ENVIRONMENTAL RECORDS

Local Brownfield lists

US BROWNFIELDS: A Listing of Brownfields Sites

Brownfields are real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. Cleaning up and reinvesting in these properties takes development pressures off of undeveloped, open land, and both improves and protects the environment. Assessment, Cleanup and Redevelopment Exchange System (ACRES) stores information reported by EPA Brownfields grant recipients on brownfields properties assessed or cleaned up with grant funding as well as information on Targeted Brownfields Assessments performed by EPA Regions. A listing of ACRES Brownfield sites is obtained from Cleanups in My Community. Cleanups in My Community provides information on Brownfields properties for which information is reported back to EPA, as well as areas served by Brownfields grant programs.

Date of Government Version: 09/18/2018
Date Data Arrived at EDR: 09/18/2018
Date Made Active in Reports: 11/09/2018
Number of Days to Update: 52

Source: Environmental Protection Agency
Telephone: 202-566-2777
Last EDR Contact: 09/18/2018
Next Scheduled EDR Contact: 12/31/2018
Data Release Frequency: Semi-Annually

Local Lists of Landfill / Solid Waste Disposal Sites

WMUDS/SWAT: Waste Management Unit Database

Waste Management Unit Database System. WMUDS is used by the State Water Resources Control Board staff and the Regional Water Quality Control Boards for program tracking and inventory of waste management units. WMUDS is composed of the following databases: Facility Information, Scheduled Inspections Information, Waste Management Unit Information, SWAT Program Information, SWAT Report Summary Information, SWAT Report Summary Data, Chapter 15 (formerly Subchapter 15) Information, Chapter 15 Monitoring Parameters, TPCA Program Information, RCRA Program Information, Closure Information, and Interested Parties Information.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 04/01/2000
Date Data Arrived at EDR: 04/10/2000
Date Made Active in Reports: 05/10/2000
Number of Days to Update: 30

Source: State Water Resources Control Board
Telephone: 916-227-4448
Last EDR Contact: 10/25/2018
Next Scheduled EDR Contact: 02/11/2019
Data Release Frequency: No Update Planned

SWRCY: Recycler Database
A listing of recycling facilities in California.

Date of Government Version: 09/10/2018
Date Data Arrived at EDR: 09/12/2018
Date Made Active in Reports: 10/15/2018
Number of Days to Update: 33

Source: Department of Conservation
Telephone: 916-323-3836
Last EDR Contact: 09/12/2018
Next Scheduled EDR Contact: 12/24/2018
Data Release Frequency: Quarterly

HAULERS: Registered Waste Tire Haulers Listing
A listing of registered waste tire haulers.

Date of Government Version: 09/26/2018
Date Data Arrived at EDR: 09/28/2018
Date Made Active in Reports: 11/01/2018
Number of Days to Update: 34

Source: Integrated Waste Management Board
Telephone: 916-341-6422
Last EDR Contact: 08/07/2018
Next Scheduled EDR Contact: 02/25/2019
Data Release Frequency: Varies

INDIAN ODI: Report on the Status of Open Dumps on Indian Lands
Location of open dumps on Indian land.

Date of Government Version: 12/31/1998
Date Data Arrived at EDR: 12/03/2007
Date Made Active in Reports: 01/24/2008
Number of Days to Update: 52

Source: Environmental Protection Agency
Telephone: 703-308-8245
Last EDR Contact: 10/25/2018
Next Scheduled EDR Contact: 02/11/2019
Data Release Frequency: Varies

ODI: Open Dump Inventory
An open dump is defined as a disposal facility that does not comply with one or more of the Part 257 or Part 258 Subtitle D Criteria.

Date of Government Version: 06/30/1985
Date Data Arrived at EDR: 08/09/2004
Date Made Active in Reports: 09/17/2004
Number of Days to Update: 39

Source: Environmental Protection Agency
Telephone: 800-424-9346
Last EDR Contact: 06/09/2004
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

DEBRIS REGION 9: Torres Martinez Reservation Illegal Dump Site Locations
A listing of illegal dump sites location on the Torres Martinez Indian Reservation located in eastern Riverside County and northern Imperial County, California.

Date of Government Version: 01/12/2009
Date Data Arrived at EDR: 05/07/2009
Date Made Active in Reports: 09/21/2009
Number of Days to Update: 137

Source: EPA, Region 9
Telephone: 415-947-4219
Last EDR Contact: 10/22/2018
Next Scheduled EDR Contact: 02/04/2019
Data Release Frequency: No Update Planned

IHS OPEN DUMPS: Open Dumps on Indian Land
A listing of all open dumps located on Indian Land in the United States.

Date of Government Version: 04/01/2014
Date Data Arrived at EDR: 08/06/2014
Date Made Active in Reports: 01/29/2015
Number of Days to Update: 176

Source: Department of Health & Human Serivces, Indian Health Service
Telephone: 301-443-1452
Last EDR Contact: 11/02/2018
Next Scheduled EDR Contact: 02/11/2019
Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Local Lists of Hazardous waste / Contaminated Sites

US HIST CDL: National Clandestine Laboratory Register

A listing of clandestine drug lab locations that have been removed from the DEAs National Clandestine Laboratory Register.

Date of Government Version: 09/21/2018
Date Data Arrived at EDR: 09/21/2018
Date Made Active in Reports: 11/09/2018
Number of Days to Update: 49

Source: Drug Enforcement Administration
Telephone: 202-307-1000
Last EDR Contact: 11/26/2018
Next Scheduled EDR Contact: 03/11/2019
Data Release Frequency: No Update Planned

HIST CAL-SITES: Calsites Database

The Calsites database contains potential or confirmed hazardous substance release properties. In 1996, California EPA reevaluated and significantly reduced the number of sites in the Calsites database. No longer updated by the state agency. It has been replaced by ENVIROSTOR.

Date of Government Version: 08/08/2005
Date Data Arrived at EDR: 08/03/2006
Date Made Active in Reports: 08/24/2006
Number of Days to Update: 21

Source: Department of Toxic Substance Control
Telephone: 916-323-3400
Last EDR Contact: 02/23/2009
Next Scheduled EDR Contact: 05/25/2009
Data Release Frequency: No Update Planned

SCH: School Property Evaluation Program

This category contains proposed and existing school sites that are being evaluated by DTSC for possible hazardous materials contamination. In some cases, these properties may be listed in the CalSites category depending on the level of threat to public health and safety or the environment they pose.

Date of Government Version: 07/30/2018
Date Data Arrived at EDR: 07/31/2018
Date Made Active in Reports: 09/07/2018
Number of Days to Update: 38

Source: Department of Toxic Substances Control
Telephone: 916-323-3400
Last EDR Contact: 10/30/2018
Next Scheduled EDR Contact: 02/11/2019
Data Release Frequency: Quarterly

CDL: Clandestine Drug Labs

A listing of drug lab locations. Listing of a location in this database does not indicate that any illegal drug lab materials were or were not present there, and does not constitute a determination that the location either requires or does not require additional cleanup work.

Date of Government Version: 12/31/2017
Date Data Arrived at EDR: 06/12/2018
Date Made Active in Reports: 08/06/2018
Number of Days to Update: 55

Source: Department of Toxic Substances Control
Telephone: 916-255-6504
Last EDR Contact: 11/01/2018
Next Scheduled EDR Contact: 01/21/2019
Data Release Frequency: Varies

TOXIC PITS: Toxic Pits Cleanup Act Sites

Toxic PITS Cleanup Act Sites. TOXIC PITS identifies sites suspected of containing hazardous substances where cleanup has not yet been completed.

Date of Government Version: 07/01/1995
Date Data Arrived at EDR: 08/30/1995
Date Made Active in Reports: 09/26/1995
Number of Days to Update: 27

Source: State Water Resources Control Board
Telephone: 916-227-4364
Last EDR Contact: 01/26/2009
Next Scheduled EDR Contact: 04/27/2009
Data Release Frequency: No Update Planned

US CDL: Clandestine Drug Labs

A listing of clandestine drug lab locations. The U.S. Department of Justice ("the Department") provides this web site as a public service. It contains addresses of some locations where law enforcement agencies reported they found chemicals or other items that indicated the presence of either clandestine drug laboratories or dumpsites. In most cases, the source of the entries is not the Department, and the Department has not verified the entry and does not guarantee its accuracy. Members of the public must verify the accuracy of all entries by, for example, contacting local law enforcement and local health departments.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 09/21/2018
Date Data Arrived at EDR: 09/21/2018
Date Made Active in Reports: 11/09/2018
Number of Days to Update: 49

Source: Drug Enforcement Administration
Telephone: 202-307-1000
Last EDR Contact: 11/26/2018
Next Scheduled EDR Contact: 03/11/2019
Data Release Frequency: Quarterly

CERS HAZ WASTE: CERS HAZ WASTE

List of sites in the California Environmental Protection Agency (CalEPA) Regulated Site Portal which fall under the Hazardous Chemical Management, Hazardous Waste Onsite Treatment, Household Hazardous Waste Collection, Hazardous Waste Generator, and RCRA LQ HW Generator programs.

Date of Government Version: 07/23/2018
Date Data Arrived at EDR: 07/25/2018
Date Made Active in Reports: 09/05/2018
Number of Days to Update: 42

Source: CalEPA
Telephone: 916-323-2514
Last EDR Contact: 10/23/2018
Next Scheduled EDR Contact: 02/04/2019
Data Release Frequency: Quarterly

Local Lists of Registered Storage Tanks

SWEEPS UST: SWEEPS UST Listing

Statewide Environmental Evaluation and Planning System. This underground storage tank listing was updated and maintained by a company contacted by the SWRCB in the early 1990's. The listing is no longer updated or maintained. The local agency is the contact for more information on a site on the SWEEPS list.

Date of Government Version: 06/01/1994
Date Data Arrived at EDR: 07/07/2005
Date Made Active in Reports: 08/11/2005
Number of Days to Update: 35

Source: State Water Resources Control Board
Telephone: N/A
Last EDR Contact: 06/03/2005
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

UST MENDOCINO: Mendocino County UST Database

A listing of underground storage tank locations in Mendocino County.

Date of Government Version: 03/28/2018
Date Data Arrived at EDR: 05/25/2018
Date Made Active in Reports: 07/10/2018
Number of Days to Update: 46

Source: Department of Public Health
Telephone: 707-463-4466
Last EDR Contact: 11/26/2018
Next Scheduled EDR Contact: 03/11/2019
Data Release Frequency: Annually

HIST UST: Hazardous Substance Storage Container Database

The Hazardous Substance Storage Container Database is a historical listing of UST sites. Refer to local/county source for current data.

Date of Government Version: 10/15/1990
Date Data Arrived at EDR: 01/25/1991
Date Made Active in Reports: 02/12/1991
Number of Days to Update: 18

Source: State Water Resources Control Board
Telephone: 916-341-5851
Last EDR Contact: 07/26/2001
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

SAN FRANCISCO AST: Aboveground Storage Tank Site Listing

Aboveground storage tank sites

Date of Government Version: 09/11/2018
Date Data Arrived at EDR: 09/12/2018
Date Made Active in Reports: 10/11/2018
Number of Days to Update: 29

Source: San Francisco County Department of Public Health
Telephone: 415-252-3896
Last EDR Contact: 11/01/2018
Next Scheduled EDR Contact: 02/18/2019
Data Release Frequency: Varies

CA FID UST: Facility Inventory Database

The Facility Inventory Database (FID) contains a historical listing of active and inactive underground storage tank locations from the State Water Resource Control Board. Refer to local/county source for current data.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 10/31/1994
Date Data Arrived at EDR: 09/05/1995
Date Made Active in Reports: 09/29/1995
Number of Days to Update: 24

Source: California Environmental Protection Agency
Telephone: 916-341-5851
Last EDR Contact: 12/28/1998
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

CERS TANKS: California Environmental Reporting System (CERS) Tanks

List of sites in the California Environmental Protection Agency (CalEPA) Regulated Site Portal which fall under the Aboveground Petroleum Storage and Underground Storage Tank regulatory programs.

Date of Government Version: 07/23/2018
Date Data Arrived at EDR: 07/25/2018
Date Made Active in Reports: 09/05/2018
Number of Days to Update: 42

Source: California Environmental Protection Agency
Telephone: 916-323-2514
Last EDR Contact: 10/23/2018
Next Scheduled EDR Contact: 02/04/2019
Data Release Frequency: Quarterly

Local Land Records

LIENS: Environmental Liens Listing

A listing of property locations with environmental liens for California where DTSC is a lien holder.

Date of Government Version: 08/29/2018
Date Data Arrived at EDR: 08/30/2018
Date Made Active in Reports: 10/01/2018
Number of Days to Update: 32

Source: Department of Toxic Substances Control
Telephone: 916-323-3400
Last EDR Contact: 08/29/2018
Next Scheduled EDR Contact: 12/17/2018
Data Release Frequency: Varies

LIENS 2: CERCLA Lien Information

A Federal CERCLA ('Superfund') lien can exist by operation of law at any site or property at which EPA has spent Superfund monies. These monies are spent to investigate and address releases and threatened releases of contamination. CERCLIS provides information as to the identity of these sites and properties.

Date of Government Version: 08/13/2018
Date Data Arrived at EDR: 10/04/2018
Date Made Active in Reports: 11/16/2018
Number of Days to Update: 43

Source: Environmental Protection Agency
Telephone: 202-564-6023
Last EDR Contact: 11/27/2018
Next Scheduled EDR Contact: 02/04/2019
Data Release Frequency: Semi-Annually

DEED: Deed Restriction Listing

Site Mitigation and Brownfields Reuse Program Facility Sites with Deed Restrictions & Hazardous Waste Management Program Facility Sites with Deed / Land Use Restriction. The DTSC Site Mitigation and Brownfields Reuse Program (SMBRP) list includes sites cleaned up under the program's oversight and generally does not include current or former hazardous waste facilities that required a hazardous waste facility permit. The list represents deed restrictions that are active. Some sites have multiple deed restrictions. The DTSC Hazardous Waste Management Program (HWMP) has developed a list of current or former hazardous waste facilities that have a recorded land use restriction at the local county recorder's office. The land use restrictions on this list were required by the DTSC HWMP as a result of the presence of hazardous substances that remain on site after the facility (or part of the facility) has been closed or cleaned up. The types of land use restriction include deed notice, deed restriction, or a land use restriction that binds current and future owners.

Date of Government Version: 09/04/2018
Date Data Arrived at EDR: 09/05/2018
Date Made Active in Reports: 10/02/2018
Number of Days to Update: 27

Source: DTSC and SWRCB
Telephone: 916-323-3400
Last EDR Contact: 09/05/2018
Next Scheduled EDR Contact: 12/17/2018
Data Release Frequency: Semi-Annually

Records of Emergency Release Reports

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

HMIRS: Hazardous Materials Information Reporting System
Hazardous Materials Incident Report System. HMIRS contains hazardous material spill incidents reported to DOT.

Date of Government Version: 03/26/2018
Date Data Arrived at EDR: 03/27/2018
Date Made Active in Reports: 06/08/2018
Number of Days to Update: 73

Source: U.S. Department of Transportation
Telephone: 202-366-4555
Last EDR Contact: 09/25/2018
Next Scheduled EDR Contact: 01/07/2019
Data Release Frequency: Quarterly

CHMIRS: California Hazardous Material Incident Report System
California Hazardous Material Incident Reporting System. CHMIRS contains information on reported hazardous material incidents (accidental releases or spills).

Date of Government Version: 04/06/2018
Date Data Arrived at EDR: 04/24/2018
Date Made Active in Reports: 06/14/2018
Number of Days to Update: 51

Source: Office of Emergency Services
Telephone: 916-845-8400
Last EDR Contact: 07/27/2018
Next Scheduled EDR Contact: 11/05/2018
Data Release Frequency: Semi-Annually

LDS: Land Disposal Sites Listing (GEOTRACKER)
Land Disposal sites (Landfills) included in GeoTracker. GeoTracker is the Water Boards data management system for sites that impact, or have the potential to impact, water quality in California, with emphasis on groundwater.

Date of Government Version: 09/10/2018
Date Data Arrived at EDR: 09/12/2018
Date Made Active in Reports: 10/08/2018
Number of Days to Update: 26

Source: State Water Qualilty Control Board
Telephone: 866-480-1028
Last EDR Contact: 12/12/2018
Next Scheduled EDR Contact: 12/24/2018
Data Release Frequency: Quarterly

MCS: Military Cleanup Sites Listing (GEOTRACKER)
Military sites (consisting of: Military UST sites; Military Privatized sites; and Military Cleanup sites [formerly known as DoD non UST]) included in GeoTracker. GeoTracker is the Water Boards data management system for sites that impact, or have the potential to impact, water quality in California, with emphasis on groundwater.

Date of Government Version: 09/10/2018
Date Data Arrived at EDR: 09/12/2018
Date Made Active in Reports: 10/09/2018
Number of Days to Update: 27

Source: State Water Resources Control Board
Telephone: 866-480-1028
Last EDR Contact: 12/12/2018
Next Scheduled EDR Contact: 12/24/2018
Data Release Frequency: Quarterly

SPILLS 90: SPILLS90 data from FirstSearch
Spills 90 includes those spill and release records available exclusively from FirstSearch databases. Typically, they may include chemical, oil and/or hazardous substance spills recorded after 1990. Duplicate records that are already included in EDR incident and release records are not included in Spills 90.

Date of Government Version: 06/06/2012
Date Data Arrived at EDR: 01/03/2013
Date Made Active in Reports: 02/22/2013
Number of Days to Update: 50

Source: FirstSearch
Telephone: N/A
Last EDR Contact: 01/03/2013
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

Other Ascertainable Records

RCRA NonGen / NLR: RCRA - Non Generators / No Longer Regulated
RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Non-Generators do not presently generate hazardous waste.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 03/01/2018
Date Data Arrived at EDR: 03/28/2018
Date Made Active in Reports: 06/22/2018
Number of Days to Update: 86

Source: Environmental Protection Agency
Telephone: (415) 495-8895
Last EDR Contact: 09/19/2018
Next Scheduled EDR Contact: 01/07/2019
Data Release Frequency: Quarterly

FUDS: Formerly Used Defense Sites

The listing includes locations of Formerly Used Defense Sites properties where the US Army Corps of Engineers is actively working or will take necessary cleanup actions.

Date of Government Version: 01/31/2015
Date Data Arrived at EDR: 07/08/2015
Date Made Active in Reports: 10/13/2015
Number of Days to Update: 97

Source: U.S. Army Corps of Engineers
Telephone: 202-528-4285
Last EDR Contact: 11/19/2018
Next Scheduled EDR Contact: 03/04/2019
Data Release Frequency: Varies

DOD: Department of Defense Sites

This data set consists of federally owned or administered lands, administered by the Department of Defense, that have any area equal to or greater than 640 acres of the United States, Puerto Rico, and the U.S. Virgin Islands.

Date of Government Version: 12/31/2005
Date Data Arrived at EDR: 11/10/2006
Date Made Active in Reports: 01/11/2007
Number of Days to Update: 62

Source: USGS
Telephone: 888-275-8747
Last EDR Contact: 10/12/2018
Next Scheduled EDR Contact: 01/21/2019
Data Release Frequency: Semi-Annually

FEDLAND: Federal and Indian Lands

Federally and Indian administrated lands of the United States. Lands included are administrated by: Army Corps of Engineers, Bureau of Reclamation, National Wild and Scenic River, National Wildlife Refuge, Public Domain Land, Wilderness, Wilderness Study Area, Wildlife Management Area, Bureau of Indian Affairs, Bureau of Land Management, Department of Justice, Forest Service, Fish and Wildlife Service, National Park Service.

Date of Government Version: 12/31/2005
Date Data Arrived at EDR: 02/06/2006
Date Made Active in Reports: 01/11/2007
Number of Days to Update: 339

Source: U.S. Geological Survey
Telephone: 888-275-8747
Last EDR Contact: 10/12/2018
Next Scheduled EDR Contact: 01/21/2019
Data Release Frequency: N/A

SCRD DRYCLEANERS: State Coalition for Remediation of Drycleaners Listing

The State Coalition for Remediation of Drycleaners was established in 1998, with support from the U.S. EPA Office of Superfund Remediation and Technology Innovation. It is comprised of representatives of states with established drycleaner remediation programs. Currently the member states are Alabama, Connecticut, Florida, Illinois, Kansas, Minnesota, Missouri, North Carolina, Oregon, South Carolina, Tennessee, Texas, and Wisconsin.

Date of Government Version: 01/01/2017
Date Data Arrived at EDR: 02/03/2017
Date Made Active in Reports: 04/07/2017
Number of Days to Update: 63

Source: Environmental Protection Agency
Telephone: 615-532-8599
Last EDR Contact: 11/16/2018
Next Scheduled EDR Contact: 02/25/2019
Data Release Frequency: Varies

US FIN ASSUR: Financial Assurance Information

All owners and operators of facilities that treat, store, or dispose of hazardous waste are required to provide proof that they will have sufficient funds to pay for the clean up, closure, and post-closure care of their facilities.

Date of Government Version: 08/31/2018
Date Data Arrived at EDR: 09/25/2018
Date Made Active in Reports: 11/09/2018
Number of Days to Update: 45

Source: Environmental Protection Agency
Telephone: 202-566-1917
Last EDR Contact: 09/25/2018
Next Scheduled EDR Contact: 01/07/2019
Data Release Frequency: Quarterly

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

EPA WATCH LIST: EPA WATCH LIST

EPA maintains a "Watch List" to facilitate dialogue between EPA, state and local environmental agencies on enforcement matters relating to facilities with alleged violations identified as either significant or high priority. Being on the Watch List does not mean that the facility has actually violated the law only that an investigation by EPA or a state or local environmental agency has led those organizations to allege that an unproven violation has in fact occurred. Being on the Watch List does not represent a higher level of concern regarding the alleged violations that were detected, but instead indicates cases requiring additional dialogue between EPA, state and local agencies - primarily because of the length of time the alleged violation has gone unaddressed or unresolved.

Date of Government Version: 08/30/2013
Date Data Arrived at EDR: 03/21/2014
Date Made Active in Reports: 06/17/2014
Number of Days to Update: 88

Source: Environmental Protection Agency
Telephone: 617-520-3000
Last EDR Contact: 11/05/2018
Next Scheduled EDR Contact: 02/18/2019
Data Release Frequency: Quarterly

2020 COR ACTION: 2020 Corrective Action Program List

The EPA has set ambitious goals for the RCRA Corrective Action program by creating the 2020 Corrective Action Universe. This RCRA cleanup baseline includes facilities expected to need corrective action. The 2020 universe contains a wide variety of sites. Some properties are heavily contaminated while others were contaminated but have since been cleaned up. Still others have not been fully investigated yet, and may require little or no remediation. Inclusion in the 2020 Universe does not necessarily imply failure on the part of a facility to meet its RCRA obligations.

Date of Government Version: 09/30/2017
Date Data Arrived at EDR: 05/08/2018
Date Made Active in Reports: 07/20/2018
Number of Days to Update: 73

Source: Environmental Protection Agency
Telephone: 703-308-4044
Last EDR Contact: 11/09/2018
Next Scheduled EDR Contact: 02/18/2019
Data Release Frequency: Varies

TSCA: Toxic Substances Control Act

Toxic Substances Control Act. TSCA identifies manufacturers and importers of chemical substances included on the TSCA Chemical Substance Inventory list. It includes data on the production volume of these substances by plant site.

Date of Government Version: 12/31/2016
Date Data Arrived at EDR: 06/21/2017
Date Made Active in Reports: 01/05/2018
Number of Days to Update: 198

Source: EPA
Telephone: 202-260-5521
Last EDR Contact: 09/21/2018
Next Scheduled EDR Contact: 12/31/2018
Data Release Frequency: Every 4 Years

TRIS: Toxic Chemical Release Inventory System

Toxic Release Inventory System. TRIS identifies facilities which release toxic chemicals to the air, water and land in reportable quantities under SARA Title III Section 313.

Date of Government Version: 12/31/2016
Date Data Arrived at EDR: 01/10/2018
Date Made Active in Reports: 01/12/2018
Number of Days to Update: 2

Source: EPA
Telephone: 202-566-0250
Last EDR Contact: 11/16/2018
Next Scheduled EDR Contact: 03/04/2019
Data Release Frequency: Annually

SSTS: Section 7 Tracking Systems

Section 7 of the Federal Insecticide, Fungicide and Rodenticide Act, as amended (92 Stat. 829) requires all registered pesticide-producing establishments to submit a report to the Environmental Protection Agency by March 1st each year. Each establishment must report the types and amounts of pesticides, active ingredients and devices being produced, and those having been produced and sold or distributed in the past year.

Date of Government Version: 12/31/2009
Date Data Arrived at EDR: 12/10/2010
Date Made Active in Reports: 02/25/2011
Number of Days to Update: 77

Source: EPA
Telephone: 202-564-4203
Last EDR Contact: 10/24/2018
Next Scheduled EDR Contact: 02/04/2019
Data Release Frequency: Annually

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

ROD: Records Of Decision
Record of Decision. ROD documents mandate a permanent remedy at an NPL (Superfund) site containing technical and health information to aid in the cleanup.

Date of Government Version: 08/13/2018
Date Data Arrived at EDR: 10/04/2018
Date Made Active in Reports: 11/16/2018
Number of Days to Update: 43
Source: EPA
Telephone: 703-416-0223
Last EDR Contact: 11/27/2018
Next Scheduled EDR Contact: 12/17/2018
Data Release Frequency: Annually

RMP: Risk Management Plans
When Congress passed the Clean Air Act Amendments of 1990, it required EPA to publish regulations and guidance for chemical accident prevention at facilities using extremely hazardous substances. The Risk Management Program Rule (RMP Rule) was written to implement Section 112(r) of these amendments. The rule, which built upon existing industry codes and standards, requires companies of all sizes that use certain flammable and toxic substances to develop a Risk Management Program, which includes a(n): Hazard assessment that details the potential effects of an accidental release, an accident history of the last five years, and an evaluation of worst-case and alternative accidental releases; Prevention program that includes safety precautions and maintenance, monitoring, and employee training measures; and Emergency response program that spells out emergency health care, employee training measures and procedures for informing the public and response agencies (e.g the fire department) should an accident occur.

Date of Government Version: 08/01/2018
Date Data Arrived at EDR: 08/22/2018
Date Made Active in Reports: 10/05/2018
Number of Days to Update: 44
Source: Environmental Protection Agency
Telephone: 202-564-8600
Last EDR Contact: 10/23/2018
Next Scheduled EDR Contact: 02/04/2019
Data Release Frequency: Varies

RAATS: RCRA Administrative Action Tracking System
RCRA Administration Action Tracking System. RAATS contains records based on enforcement actions issued under RCRA pertaining to major violators and includes administrative and civil actions brought by the EPA. For administration actions after September 30, 1995, data entry in the RAATS database was discontinued. EPA will retain a copy of the database for historical records. It was necessary to terminate RAATS because a decrease in agency resources made it impossible to continue to update the information contained in the database.

Date of Government Version: 04/17/1995
Date Data Arrived at EDR: 07/03/1995
Date Made Active in Reports: 08/07/1995
Number of Days to Update: 35
Source: EPA
Telephone: 202-564-4104
Last EDR Contact: 06/02/2008
Next Scheduled EDR Contact: 09/01/2008
Data Release Frequency: No Update Planned

PRP: Potentially Responsible Parties
A listing of verified Potentially Responsible Parties

Date of Government Version: 08/13/2018
Date Data Arrived at EDR: 10/04/2018
Date Made Active in Reports: 11/09/2018
Number of Days to Update: 36
Source: EPA
Telephone: 202-564-6023
Last EDR Contact: 10/04/2018
Next Scheduled EDR Contact: 02/18/2019
Data Release Frequency: Quarterly

PADS: PCB Activity Database System
PCB Activity Database. PADS Identifies generators, transporters, commercial storers and/or brokers and disposers of PCB's who are required to notify the EPA of such activities.

Date of Government Version: 06/01/2017
Date Data Arrived at EDR: 06/09/2017
Date Made Active in Reports: 10/13/2017
Number of Days to Update: 126
Source: EPA
Telephone: 202-566-0500
Last EDR Contact: 10/11/2018
Next Scheduled EDR Contact: 01/21/2019
Data Release Frequency: Annually

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

ICIS: Integrated Compliance Information System

The Integrated Compliance Information System (ICIS) supports the information needs of the national enforcement and compliance program as well as the unique needs of the National Pollutant Discharge Elimination System (NPDES) program.

Date of Government Version: 11/18/2016
Date Data Arrived at EDR: 11/23/2016
Date Made Active in Reports: 02/10/2017
Number of Days to Update: 79

Source: Environmental Protection Agency
Telephone: 202-564-2501
Last EDR Contact: 10/09/2018
Next Scheduled EDR Contact: 01/21/2019
Data Release Frequency: Quarterly

FTTS: FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)

FTTS tracks administrative cases and pesticide enforcement actions and compliance activities related to FIFRA, TSCA and EPCRA (Emergency Planning and Community Right-to-Know Act). To maintain currency, EDR contacts the Agency on a quarterly basis.

Date of Government Version: 04/09/2009
Date Data Arrived at EDR: 04/16/2009
Date Made Active in Reports: 05/11/2009
Number of Days to Update: 25

Source: EPA/Office of Prevention, Pesticides and Toxic Substances
Telephone: 202-566-1667
Last EDR Contact: 08/18/2017
Next Scheduled EDR Contact: 12/04/2017
Data Release Frequency: Quarterly

FTTS INSP: FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)

A listing of FIFRA/TSCA Tracking System (FTTS) inspections and enforcements.

Date of Government Version: 04/09/2009
Date Data Arrived at EDR: 04/16/2009
Date Made Active in Reports: 05/11/2009
Number of Days to Update: 25

Source: EPA
Telephone: 202-566-1667
Last EDR Contact: 08/18/2017
Next Scheduled EDR Contact: 12/04/2017
Data Release Frequency: Quarterly

MLTS: Material Licensing Tracking System

MLTS is maintained by the Nuclear Regulatory Commission and contains a list of approximately 8,100 sites which possess or use radioactive materials and which are subject to NRC licensing requirements. To maintain currency, EDR contacts the Agency on a quarterly basis.

Date of Government Version: 08/30/2016
Date Data Arrived at EDR: 09/08/2016
Date Made Active in Reports: 10/21/2016
Number of Days to Update: 43

Source: Nuclear Regulatory Commission
Telephone: 301-415-7169
Last EDR Contact: 10/11/2018
Next Scheduled EDR Contact: 02/04/2019
Data Release Frequency: Quarterly

COAL ASH DOE: Steam-Electric Plant Operation Data

A listing of power plants that store ash in surface ponds.

Date of Government Version: 12/31/2005
Date Data Arrived at EDR: 08/07/2009
Date Made Active in Reports: 10/22/2009
Number of Days to Update: 76

Source: Department of Energy
Telephone: 202-586-8719
Last EDR Contact: 09/07/2018
Next Scheduled EDR Contact: 12/17/2018
Data Release Frequency: Varies

COAL ASH EPA: Coal Combustion Residues Surface Impoundments List

A listing of coal combustion residues surface impoundments with high hazard potential ratings.

Date of Government Version: 07/01/2014
Date Data Arrived at EDR: 09/10/2014
Date Made Active in Reports: 10/20/2014
Number of Days to Update: 40

Source: Environmental Protection Agency
Telephone: N/A
Last EDR Contact: 09/04/2018
Next Scheduled EDR Contact: 12/17/2018
Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

PCB TRANSFORMER: PCB Transformer Registration Database
The database of PCB transformer registrations that includes all PCB registration submittals.

Date of Government Version: 05/24/2017
Date Data Arrived at EDR: 11/30/2017
Date Made Active in Reports: 12/15/2017
Number of Days to Update: 15

Source: Environmental Protection Agency
Telephone: 202-566-0517
Last EDR Contact: 10/26/2018
Next Scheduled EDR Contact: 02/04/2019
Data Release Frequency: Varies

RADINFO: Radiation Information Database
The Radiation Information Database (RADINFO) contains information about facilities that are regulated by U.S. Environmental Protection Agency (EPA) regulations for radiation and radioactivity.

Date of Government Version: 10/02/2018
Date Data Arrived at EDR: 10/03/2018
Date Made Active in Reports: 11/09/2018
Number of Days to Update: 37

Source: Environmental Protection Agency
Telephone: 202-343-9775
Last EDR Contact: 10/03/2018
Next Scheduled EDR Contact: 01/14/2019
Data Release Frequency: Quarterly

HIST FTTS: FIFRA/TSCA Tracking System Administrative Case Listing
A complete administrative case listing from the FIFRA/TSCA Tracking System (FTTS) for all ten EPA regions. The information was obtained from the National Compliance Database (NCDB). NCDB supports the implementation of FIFRA (Federal Insecticide, Fungicide, and Rodenticide Act) and TSCA (Toxic Substances Control Act). Some EPA regions are now closing out records. Because of that, and the fact that some EPA regions are not providing EPA Headquarters with updated records, it was decided to create a HIST FTTS database. It included records that may not be included in the newer FTTS database updates. This database is no longer updated.

Date of Government Version: 10/19/2006
Date Data Arrived at EDR: 03/01/2007
Date Made Active in Reports: 04/10/2007
Number of Days to Update: 40

Source: Environmental Protection Agency
Telephone: 202-564-2501
Last EDR Contact: 12/17/2007
Next Scheduled EDR Contact: 03/17/2008
Data Release Frequency: No Update Planned

HIST FTTS INSP: FIFRA/TSCA Tracking System Inspection & Enforcement Case Listing
A complete inspection and enforcement case listing from the FIFRA/TSCA Tracking System (FTTS) for all ten EPA regions. The information was obtained from the National Compliance Database (NCDB). NCDB supports the implementation of FIFRA (Federal Insecticide, Fungicide, and Rodenticide Act) and TSCA (Toxic Substances Control Act). Some EPA regions are now closing out records. Because of that, and the fact that some EPA regions are not providing EPA Headquarters with updated records, it was decided to create a HIST FTTS database. It included records that may not be included in the newer FTTS database updates. This database is no longer updated.

Date of Government Version: 10/19/2006
Date Data Arrived at EDR: 03/01/2007
Date Made Active in Reports: 04/10/2007
Number of Days to Update: 40

Source: Environmental Protection Agency
Telephone: 202-564-2501
Last EDR Contact: 12/17/2008
Next Scheduled EDR Contact: 03/17/2008
Data Release Frequency: No Update Planned

DOT OPS: Incident and Accident Data
Department of Transporation, Office of Pipeline Safety Incident and Accident data.

Date of Government Version: 07/31/2012
Date Data Arrived at EDR: 08/07/2012
Date Made Active in Reports: 09/18/2012
Number of Days to Update: 42

Source: Department of Transporation, Office of Pipeline Safety
Telephone: 202-366-4595
Last EDR Contact: 10/30/2018
Next Scheduled EDR Contact: 02/11/2019
Data Release Frequency: Varies

CONSENT: Superfund (CERCLA) Consent Decrees
Major legal settlements that establish responsibility and standards for cleanup at NPL (Superfund) sites. Released periodically by United States District Courts after settlement by parties to litigation matters.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 06/30/2018
Date Data Arrived at EDR: 07/17/2018
Date Made Active in Reports: 10/05/2018
Number of Days to Update: 80

Source: Department of Justice, Consent Decree Library
Telephone: Varies
Last EDR Contact: 10/01/2018
Next Scheduled EDR Contact: 12/31/2018
Data Release Frequency: Varies

BRS: Biennial Reporting System

The Biennial Reporting System is a national system administered by the EPA that collects data on the generation and management of hazardous waste. BRS captures detailed data from two groups: Large Quantity Generators (LQG) and Treatment, Storage, and Disposal Facilities.

Date of Government Version: 12/31/2015
Date Data Arrived at EDR: 02/22/2017
Date Made Active in Reports: 09/28/2017
Number of Days to Update: 218

Source: EPA/NTIS
Telephone: 800-424-9346
Last EDR Contact: 11/21/2018
Next Scheduled EDR Contact: 03/04/2019
Data Release Frequency: Biennially

INDIAN RESERV: Indian Reservations

This map layer portrays Indian administered lands of the United States that have any area equal to or greater than 640 acres.

Date of Government Version: 12/31/2014
Date Data Arrived at EDR: 07/14/2015
Date Made Active in Reports: 01/10/2017
Number of Days to Update: 546

Source: USGS
Telephone: 202-208-3710
Last EDR Contact: 10/09/2018
Next Scheduled EDR Contact: 01/21/2019
Data Release Frequency: Semi-Annually

FUSRAP: Formerly Utilized Sites Remedial Action Program

DOE established the Formerly Utilized Sites Remedial Action Program (FUSRAP) in 1974 to remediate sites where radioactive contamination remained from Manhattan Project and early U.S. Atomic Energy Commission (AEC) operations.

Date of Government Version: 08/08/2017
Date Data Arrived at EDR: 09/11/2018
Date Made Active in Reports: 09/14/2018
Number of Days to Update: 3

Source: Department of Energy
Telephone: 202-586-3559
Last EDR Contact: 11/01/2018
Next Scheduled EDR Contact: 02/18/2019
Data Release Frequency: Varies

UMTRA: Uranium Mill Tailings Sites

Uranium ore was mined by private companies for federal government use in national defense programs. When the mills shut down, large piles of the sand-like material (mill tailings) remain after uranium has been extracted from the ore. Levels of human exposure to radioactive materials from the piles are low; however, in some cases tailings were used as construction materials before the potential health hazards of the tailings were recognized.

Date of Government Version: 06/23/2017
Date Data Arrived at EDR: 10/11/2017
Date Made Active in Reports: 11/03/2017
Number of Days to Update: 23

Source: Department of Energy
Telephone: 505-845-0011
Last EDR Contact: 11/16/2018
Next Scheduled EDR Contact: 03/04/2019
Data Release Frequency: Varies

LEAD SMELTER 1: Lead Smelter Sites

A listing of former lead smelter site locations.

Date of Government Version: 08/13/2018
Date Data Arrived at EDR: 10/04/2018
Date Made Active in Reports: 11/16/2018
Number of Days to Update: 43

Source: Environmental Protection Agency
Telephone: 703-603-8787
Last EDR Contact: 11/27/2018
Next Scheduled EDR Contact: 01/14/2019
Data Release Frequency: Varies

LEAD SMELTER 2: Lead Smelter Sites

A list of several hundred sites in the U.S. where secondary lead smelting was done from 1931and 1964. These sites may pose a threat to public health through ingestion or inhalation of contaminated soil or dust

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 04/05/2001
Date Data Arrived at EDR: 10/27/2010
Date Made Active in Reports: 12/02/2010
Number of Days to Update: 36

Source: American Journal of Public Health
Telephone: 703-305-6451
Last EDR Contact: 12/02/2009
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

US AIRS (AFS): Aerometric Information Retrieval System Facility Subsystem (AFS)

The database is a sub-system of Aerometric Information Retrieval System (AIRS). AFS contains compliance data on air pollution point sources regulated by the U.S. EPA and/or state and local air regulatory agencies. This information comes from source reports by various stationary sources of air pollution, such as electric power plants, steel mills, factories, and universities, and provides information about the air pollutants they produce. Action, air program, air program pollutant, and general level plant data. It is used to track emissions and compliance data from industrial plants.

Date of Government Version: 10/12/2016
Date Data Arrived at EDR: 10/26/2016
Date Made Active in Reports: 02/03/2017
Number of Days to Update: 100

Source: EPA
Telephone: 202-564-2496
Last EDR Contact: 09/26/2017
Next Scheduled EDR Contact: 01/08/2018
Data Release Frequency: Annually

US AIRS MINOR: Air Facility System Data

A listing of minor source facilities.

Date of Government Version: 10/12/2016
Date Data Arrived at EDR: 10/26/2016
Date Made Active in Reports: 02/03/2017
Number of Days to Update: 100

Source: EPA
Telephone: 202-564-2496
Last EDR Contact: 09/26/2017
Next Scheduled EDR Contact: 01/08/2018
Data Release Frequency: Annually

US MINES: Mines Master Index File

Contains all mine identification numbers issued for mines active or opened since 1971. The data also includes violation information.

Date of Government Version: 08/01/2018
Date Data Arrived at EDR: 08/29/2018
Date Made Active in Reports: 10/05/2018
Number of Days to Update: 37

Source: Department of Labor, Mine Safety and Health Administration
Telephone: 303-231-5959
Last EDR Contact: 08/29/2018
Next Scheduled EDR Contact: 12/10/2018
Data Release Frequency: Semi-Annually

US MINES 2: Ferrous and Nonferrous Metal Mines Database Listing

This map layer includes ferrous (ferrous metal mines are facilities that extract ferrous metals, such as iron ore or molybdenum) and nonferrous (Nonferrous metal mines are facilities that extract nonferrous metals, such as gold, silver, copper, zinc, and lead) metal mines in the United States.

Date of Government Version: 12/05/2005
Date Data Arrived at EDR: 02/29/2008
Date Made Active in Reports: 04/18/2008
Number of Days to Update: 49

Source: USGS
Telephone: 703-648-7709
Last EDR Contact: 08/31/2018
Next Scheduled EDR Contact: 12/10/2018
Data Release Frequency: Varies

US MINES 3: Active Mines & Mineral Plants Database Listing

Active Mines and Mineral Processing Plant operations for commodities monitored by the Minerals Information Team of the USGS.

Date of Government Version: 04/14/2011
Date Data Arrived at EDR: 06/08/2011
Date Made Active in Reports: 09/13/2011
Number of Days to Update: 97

Source: USGS
Telephone: 703-648-7709
Last EDR Contact: 08/31/2018
Next Scheduled EDR Contact: 12/10/2018
Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

ABANDONED MINES: Abandoned Mines

An inventory of land and water impacted by past mining (primarily coal mining) is maintained by OSMRE to provide information needed to implement the Surface Mining Control and Reclamation Act of 1977 (SMCRA). The inventory contains information on the location, type, and extent of AML impacts, as well as, information on the cost associated with the reclamation of those problems. The inventory is based upon field surveys by State, Tribal, and OSMRE program officials. It is dynamic to the extent that it is modified as new problems are identified and existing problems are reclaimed.

Date of Government Version: 09/10/2018
Date Data Arrived at EDR: 09/11/2018
Date Made Active in Reports: 09/14/2018
Number of Days to Update: 3

Source: Department of Interior
Telephone: 202-208-2609
Last EDR Contact: 09/10/2018
Next Scheduled EDR Contact: 12/24/2018
Data Release Frequency: Quarterly

FINDS: Facility Index System/Facility Registry System

Facility Index System. FINDS contains both facility information and 'pointers' to other sources that contain more detail. EDR includes the following FINDS databases in this report: PCS (Permit Compliance System), AIRS (Aerometric Information Retrieval System), DOCKET (Enforcement Docket used to manage and track information on civil judicial enforcement cases for all environmental statutes), FURS (Federal Underground Injection Control), C-DOCKET (Criminal Docket System used to track criminal enforcement actions for all environmental statutes), FFIS (Federal Facilities Information System), STATE (State Environmental Laws and Statutes), and PADS (PCB Activity Data System).

Date of Government Version: 08/07/2018
Date Data Arrived at EDR: 09/05/2018
Date Made Active in Reports: 10/05/2018
Number of Days to Update: 30

Source: EPA
Telephone: (415) 947-8000
Last EDR Contact: 09/18/2018
Next Scheduled EDR Contact: 12/17/2018
Data Release Frequency: Quarterly

UXO: Unexploded Ordnance Sites

A listing of unexploded ordnance site locations

Date of Government Version: 09/30/2017
Date Data Arrived at EDR: 06/19/2018
Date Made Active in Reports: 09/14/2018
Number of Days to Update: 87

Source: Department of Defense
Telephone: 703-704-1564
Last EDR Contact: 10/15/2018
Next Scheduled EDR Contact: 01/28/2019
Data Release Frequency: Varies

ECHO: Enforcement & Compliance History Information

ECHO provides integrated compliance and enforcement information for about 800,000 regulated facilities nationwide.

Date of Government Version: 09/02/2018
Date Data Arrived at EDR: 09/05/2018
Date Made Active in Reports: 09/14/2018
Number of Days to Update: 9

Source: Environmental Protection Agency
Telephone: 202-564-2280
Last EDR Contact: 09/05/2018
Next Scheduled EDR Contact: 12/17/2018
Data Release Frequency: Quarterly

DOCKET HWC: Hazardous Waste Compliance Docket Listing

A complete list of the Federal Agency Hazardous Waste Compliance Docket Facilities.

Date of Government Version: 05/31/2018
Date Data Arrived at EDR: 07/26/2018
Date Made Active in Reports: 10/05/2018
Number of Days to Update: 71

Source: Environmental Protection Agency
Telephone: 202-564-0527
Last EDR Contact: 08/31/2018
Next Scheduled EDR Contact: 12/10/2018
Data Release Frequency: Varies

FUELS PROGRAM: EPA Fuels Program Registered Listing

This listing includes facilities that are registered under the Part 80 (Code of Federal Regulations) EPA Fuels Programs. All companies now are required to submit new and updated registrations.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 08/22/2018
Date Data Arrived at EDR: 08/22/2018
Date Made Active in Reports: 10/05/2018
Number of Days to Update: 44

Source: EPA
Telephone: 800-385-6164
Last EDR Contact: 11/19/2018
Next Scheduled EDR Contact: 03/04/2019
Data Release Frequency: Quarterly

CA BOND EXP. PLAN: Bond Expenditure Plan

Department of Health Services developed a site-specific expenditure plan as the basis for an appropriation of Hazardous Substance Cleanup Bond Act funds. It is not updated.

Date of Government Version: 01/01/1989
Date Data Arrived at EDR: 07/27/1994
Date Made Active in Reports: 08/02/1994
Number of Days to Update: 6

Source: Department of Health Services
Telephone: 916-255-2118
Last EDR Contact: 05/31/1994
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

CORTESE: "Cortese" Hazardous Waste & Substances Sites List

The sites for the list are designated by the State Water Resource Control Board (LUST), the Integrated Waste Board (SWF/LS), and the Department of Toxic Substances Control (Cal-Sites).

Date of Government Version: 09/24/2018
Date Data Arrived at EDR: 09/25/2018
Date Made Active in Reports: 10/16/2018
Number of Days to Update: 21

Source: CAL EPA/Office of Emergency Information
Telephone: 916-323-3400
Last EDR Contact: 09/25/2018
Next Scheduled EDR Contact: 01/07/2019
Data Release Frequency: Quarterly

CUPA LIVERMORE-PLEASANTON: CUPA Facility Listing

list of facilities associated with the various CUPA programs in Livermore-Pleasanton

Date of Government Version: 08/28/2018
Date Data Arrived at EDR: 08/30/2018
Date Made Active in Reports: 11/01/2018
Number of Days to Update: 63

Source: Livermore-Pleasanton Fire Department
Telephone: 925-454-2361
Last EDR Contact: 11/26/2018
Next Scheduled EDR Contact: 02/25/2019
Data Release Frequency: Varies

CUPA SAN FRANCISCO CO: CUPA Facility Listing

Cupa facilities

Date of Government Version: 09/11/2018
Date Data Arrived at EDR: 09/12/2018
Date Made Active in Reports: 09/19/2018
Number of Days to Update: 7

Source: San Francisco County Department of Environmental Health
Telephone: 415-252-3896
Last EDR Contact: 11/01/2018
Next Scheduled EDR Contact: 02/18/2019
Data Release Frequency: Varies

DRYCLEAN AVAQMD: Antelope Valley Air Quality Management District Drycleaner Listing

A listing of dry cleaners in the Antelope Valley Air Quality Management District.

Date of Government Version: 10/15/2018
Date Data Arrived at EDR: 10/16/2018
Date Made Active in Reports: 11/16/2018
Number of Days to Update: 31

Source: Antelope Valley Air Quality Management District
Telephone: 661-723-8070
Last EDR Contact: 10/15/2018
Next Scheduled EDR Contact: 12/17/2018
Data Release Frequency: Varies

DRYCLEAN SOUTH COAST: South Coast Air Quality Management District Drycleaner Listing

A listing of dry cleaners in the South Coast Air Quality Management District

Date of Government Version: 10/04/2018
Date Data Arrived at EDR: 10/05/2018
Date Made Active in Reports: 11/01/2018
Number of Days to Update: 27

Source: South Coast Air Quality Management District
Telephone: 909-396-3211
Last EDR Contact: 11/26/2018
Next Scheduled EDR Contact: 03/11/2019
Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

DRYCLEANERS: Cleaner Facilities

A list of drycleaner related facilities that have EPA ID numbers. These are facilities with certain SIC codes: power laundries, family and commercial; garment pressing and cleaner's agents; linen supply; coin-operated laundries and cleaning; drycleaning plants, except rugs; carpet and upholster cleaning; industrial launderers; laundry and garment services.

Date of Government Version: 08/30/2018
Date Data Arrived at EDR: 09/27/2018
Date Made Active in Reports: 11/01/2018
Number of Days to Update: 35

Source: Department of Toxic Substance Control
Telephone: 916-327-4498
Last EDR Contact: 08/29/2018
Next Scheduled EDR Contact: 12/17/2018
Data Release Frequency: Annually

EMI: Emissions Inventory Data

Toxics and criteria pollutant emissions data collected by the ARB and local air pollution agencies.

Date of Government Version: 12/31/2017
Date Data Arrived at EDR: 06/20/2018
Date Made Active in Reports: 08/06/2018
Number of Days to Update: 47

Source: California Air Resources Board
Telephone: 916-322-2990
Last EDR Contact: 09/21/2018
Next Scheduled EDR Contact: 12/31/2018
Data Release Frequency: Varies

ENF: Enforcement Action Listing

A listing of Water Board Enforcement Actions. Formal is everything except Oral/Verbal Communication, Notice of Violation, Expedited Payment Letter, and Staff Enforcement Letter.

Date of Government Version: 08/01/2018
Date Data Arrived at EDR: 08/02/2018
Date Made Active in Reports: 09/07/2018
Number of Days to Update: 36

Source: State Water Resoruces Control Board
Telephone: 916-445-9379
Last EDR Contact: 11/01/2018
Next Scheduled EDR Contact: 02/04/2019
Data Release Frequency: Varies

Financial Assurance 1: Financial Assurance Information Listing

Financial Assurance information

Date of Government Version: 07/17/2018
Date Data Arrived at EDR: 07/24/2018
Date Made Active in Reports: 09/10/2018
Number of Days to Update: 48

Source: Department of Toxic Substances Control
Telephone: 916-255-3628
Last EDR Contact: 10/22/2018
Next Scheduled EDR Contact: 02/04/2019
Data Release Frequency: Varies

Financial Assurance 2: Financial Assurance Information Listing

A listing of financial assurance information for solid waste facilities. Financial assurance is intended to ensure that resources are available to pay for the cost of closure, post-closure care, and corrective measures if the owner or operator of a regulated facility is unable or unwilling to pay.

Date of Government Version: 08/14/2018
Date Data Arrived at EDR: 08/16/2018
Date Made Active in Reports: 09/10/2018
Number of Days to Update: 25

Source: California Integrated Waste Management Board
Telephone: 916-341-6066
Last EDR Contact: 11/07/2018
Next Scheduled EDR Contact: 02/25/2019
Data Release Frequency: Varies

HAZNET: Facility and Manifest Data

Facility and Manifest Data. The data is extracted from the copies of hazardous waste manifests received each year by the DTSC. The annual volume of manifests is typically 700,000 - 1,000,000 annually, representing approximately 350,000 - 500,000 shipments. Data are from the manifests submitted without correction, and therefore many contain some invalid values for data elements such as generator ID, TSD ID, waste category, and disposal method. This database begins with calendar year 1993.

Date of Government Version: 12/31/2017
Date Data Arrived at EDR: 10/10/2018
Date Made Active in Reports: 11/16/2018
Number of Days to Update: 37

Source: California Environmental Protection Agency
Telephone: 916-255-1136
Last EDR Contact: 10/10/2018
Next Scheduled EDR Contact: 01/21/2019
Data Release Frequency: Annually

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

ICE: ICE
Contains data pertaining to the Permitted Facilities with Inspections / Enforcements sites tracked in Envirostor.

Date of Government Version: 08/20/2018
Date Data Arrived at EDR: 08/21/2018
Date Made Active in Reports: 09/10/2018
Number of Days to Update: 20
Source: Department of Toxic Subsances Control
Telephone: 877-786-9427
Last EDR Contact: 11/19/2018
Next Scheduled EDR Contact: 03/04/2019
Data Release Frequency: Quarterly

HIST CORTESE: Hazardous Waste & Substance Site List
The sites for the list are designated by the State Water Resource Control Board [LUST], the Integrated Waste Board [SWF/LS], and the Department of Toxic Substances Control [CALSITES]. This listing is no longer updated by the state agency.

Date of Government Version: 04/01/2001
Date Data Arrived at EDR: 01/22/2009
Date Made Active in Reports: 04/08/2009
Number of Days to Update: 76
Source: Department of Toxic Substances Control
Telephone: 916-323-3400
Last EDR Contact: 01/22/2009
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

HWP: EnviroStor Permitted Facilities Listing
Detailed information on permitted hazardous waste facilities and corrective action ("cleanups") tracked in EnviroStor.

Date of Government Version: 08/20/2018
Date Data Arrived at EDR: 08/21/2018
Date Made Active in Reports: 09/10/2018
Number of Days to Update: 20
Source: Department of Toxic Substances Control
Telephone: 916-323-3400
Last EDR Contact: 11/19/2018
Next Scheduled EDR Contact: 03/04/2019
Data Release Frequency: Quarterly

HWT: Registered Hazardous Waste Transporter Database
A listing of hazardous waste transporters. In California, unless specifically exempted, it is unlawful for any person to transport hazardous wastes unless the person holds a valid registration issued by DTSC. A hazardous waste transporter registration is valid for one year and is assigned a unique registration number.

Date of Government Version: 10/09/2018
Date Data Arrived at EDR: 10/10/2018
Date Made Active in Reports: 11/16/2018
Number of Days to Update: 37
Source: Department of Toxic Substances Control
Telephone: 916-440-7145
Last EDR Contact: 10/10/2018
Next Scheduled EDR Contact: 01/21/2019
Data Release Frequency: Quarterly

MINES: Mines Site Location Listing
A listing of mine site locations from the Office of Mine Reclamation.

Date of Government Version: 09/10/2018
Date Data Arrived at EDR: 09/12/2018
Date Made Active in Reports: 10/09/2018
Number of Days to Update: 27
Source: Department of Conservation
Telephone: 916-322-1080
Last EDR Contact: 09/12/2018
Next Scheduled EDR Contact: 12/24/2018
Data Release Frequency: Quarterly

MWMP: Medical Waste Management Program Listing
The Medical Waste Management Program (MWMP) ensures the proper handling and disposal of medical waste by permitting and inspecting medical waste Offsite Treatment Facilities (PDF) and Transfer Stations (PDF) throughout the state. MWMP also oversees all Medical Waste Transporters.

Date of Government Version: 08/28/2018
Date Data Arrived at EDR: 09/05/2018
Date Made Active in Reports: 10/03/2018
Number of Days to Update: 28
Source: Department of Public Health
Telephone: 916-558-1784
Last EDR Contact: 09/05/2018
Next Scheduled EDR Contact: 12/17/2018
Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

NPDES: NPDES Permits Listing
A listing of NPDES permits, including stormwater.

Date of Government Version: 08/09/2018
Date Data Arrived at EDR: 08/10/2018
Date Made Active in Reports: 09/10/2018
Number of Days to Update: 31

Source: State Water Resources Control Board
Telephone: 916-445-9379
Last EDR Contact: 11/14/2018
Next Scheduled EDR Contact: 02/25/2019
Data Release Frequency: Quarterly

PEST LIC: Pesticide Regulation Licenses Listing
A listing of licenses and certificates issued by the Department of Pesticide Regulation. The DPR issues licenses and/or certificates to: Persons and businesses that apply or sell pesticides; Pest control dealers and brokers; Persons who advise on agricultural pesticide applications.

Date of Government Version: 09/04/2018
Date Data Arrived at EDR: 09/05/2018
Date Made Active in Reports: 10/03/2018
Number of Days to Update: 28

Source: Department of Pesticide Regulation
Telephone: 916-445-4038
Last EDR Contact: 09/05/2018
Next Scheduled EDR Contact: 12/17/2018
Data Release Frequency: Quarterly

PROC: Certified Processors Database
A listing of certified processors.

Date of Government Version: 09/10/2018
Date Data Arrived at EDR: 09/12/2018
Date Made Active in Reports: 10/15/2018
Number of Days to Update: 33

Source: Department of Conservation
Telephone: 916-323-3836
Last EDR Contact: 09/12/2018
Next Scheduled EDR Contact: 12/24/2018
Data Release Frequency: Quarterly

NOTIFY 65: Proposition 65 Records
Listings of all Proposition 65 incidents reported to counties by the State Water Resources Control Board and the Regional Water Quality Control Board. This database is no longer updated by the reporting agency.

Date of Government Version: 09/19/2018
Date Data Arrived at EDR: 09/20/2018
Date Made Active in Reports: 10/19/2018
Number of Days to Update: 29

Source: State Water Resources Control Board
Telephone: 916-445-3846
Last EDR Contact: 09/17/2018
Next Scheduled EDR Contact: 12/31/2018
Data Release Frequency: No Update Planned

UIC: UIC Listing
A listing of wells identified as underground injection wells, in the California Oil and Gas Wells database.

Date of Government Version: 04/27/2018
Date Data Arrived at EDR: 06/13/2018
Date Made Active in Reports: 07/17/2018
Number of Days to Update: 34

Source: Deaprtment of Conservation
Telephone: 916-445-2408
Last EDR Contact: 09/13/2018
Next Scheduled EDR Contact: 12/24/2018
Data Release Frequency: Varies

WASTEWATER PITS: Oil Wastewater Pits Listing
Water officials discovered that oil producers have been dumping chemical-laden wastewater into hundreds of unlined pits that are operating without proper permits. Inspections completed by the Central Valley Regional Water Quality Control Board revealed the existence of previously unidentified waste sites. The water boards review found that more than one-third of the region's active disposal pits are operating without permission.

Date of Government Version: 05/08/2018
Date Data Arrived at EDR: 07/11/2018
Date Made Active in Reports: 09/13/2018
Number of Days to Update: 64

Source: RWQCB, Central Valley Region
Telephone: 559-445-5577
Last EDR Contact: 10/12/2018
Next Scheduled EDR Contact: 01/21/2019
Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

WDS: Waste Discharge System
Sites which have been issued waste discharge requirements.

Date of Government Version: 06/19/2007
Date Data Arrived at EDR: 06/20/2007
Date Made Active in Reports: 06/29/2007
Number of Days to Update: 9
Source: State Water Resources Control Board
Telephone: 916-341-5227
Last EDR Contact: 11/14/2018
Next Scheduled EDR Contact: 03/04/2019
Data Release Frequency: Quarterly

WIP: Well Investigation Program Case List
Well Investigation Program case in the San Gabriel and San Fernando Valley area.

Date of Government Version: 07/03/2009
Date Data Arrived at EDR: 07/21/2009
Date Made Active in Reports: 08/03/2009
Number of Days to Update: 13
Source: Los Angeles Water Quality Control Board
Telephone: 213-576-6726
Last EDR Contact: 09/25/2018
Next Scheduled EDR Contact: 01/07/2019
Data Release Frequency: Varies

OTHER OIL GAS: Other Oil & Gas Projects Sites (GEOTRACKER)
Other Oil & Gas Projects sites

Date of Government Version: 09/10/2018
Date Data Arrived at EDR: 09/12/2018
Date Made Active in Reports: 10/09/2018
Number of Days to Update: 27
Source: State Water Resources Control Board
Telephone: 866-480-1028
Last EDR Contact: 12/12/2018
Next Scheduled EDR Contact: 12/24/2018
Data Release Frequency: Varies

CIWQS: California Integrated Water Quality System
The California Integrated Water Quality System (CIWQS) is a computer system used by the State and Regional Water Quality Control Boards to track information about places of environmental interest, manage permits and other orders, track inspections, and manage violations and enforcement activities.

Date of Government Version: 09/04/2018
Date Data Arrived at EDR: 09/05/2018
Date Made Active in Reports: 10/02/2018
Number of Days to Update: 27
Source: State Water Resources Control Board
Telephone: 866-794-4977
Last EDR Contact: 09/05/2018
Next Scheduled EDR Contact: 12/17/2018
Data Release Frequency: Varies

WDR: Waste Discharge Requirements Listing
In general, the Waste Discharge Requirements (WDRs) Program (sometimes also referred to as the "Non Chapter 15 (Non 15) Program") regulates point discharges that are exempt pursuant to Subsection 20090 of Title 27 and not subject to the Federal Water Pollution Control Act. Exemptions from Title 27 may be granted for nine categories of discharges (e.g., sewage, wastewater, etc.) that meet, and continue to meet, the preconditions listed for each specific exemption. The scope of the WDRs Program also includes the discharge of wastes classified as inert, pursuant to section 20230 of Title 27.

Date of Government Version: 09/10/2018
Date Data Arrived at EDR: 09/12/2018
Date Made Active in Reports: 10/09/2018
Number of Days to Update: 27
Source: State Water Resources Control Board
Telephone: 916-341-5810
Last EDR Contact: 09/12/2018
Next Scheduled EDR Contact: 12/24/2018
Data Release Frequency: Quarterly

WELL STIM PROJ: Well Stimulation Project (GEOTRACKER)
Includes areas of groundwater monitoring plans, a depiction of the monitoring network, and the facilities, boundaries, and subsurface characteristics of the oilfield and the features (oil and gas wells, produced water ponds, UIC wells, water supply wells, etc?) being monitored

Date of Government Version: 09/10/2018
Date Data Arrived at EDR: 09/12/2018
Date Made Active in Reports: 10/09/2018
Number of Days to Update: 27
Source: State Water Resources Control Board
Telephone: 866-480-1028
Last EDR Contact: 12/12/2018
Next Scheduled EDR Contact: 12/24/2018
Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

PROJECT: Project Sites (GEOTRACKER)
Projects sites

Date of Government Version: 09/10/2018
Date Data Arrived at EDR: 09/12/2018
Date Made Active in Reports: 10/09/2018
Number of Days to Update: 27

Source: State Water Resources Control Board
Telephone: 866-480-1028
Last EDR Contact: 12/12/2018
Next Scheduled EDR Contact: 12/24/2018
Data Release Frequency: Varies

UIC GEO: Underground Injection Control Sites (GEOTRACKER)
Underground control injection sites

Date of Government Version: 09/10/2018
Date Data Arrived at EDR: 09/12/2018
Date Made Active in Reports: 10/09/2018
Number of Days to Update: 27

Source: State Water Resource Control Board
Telephone: 866-480-1028
Last EDR Contact: 12/12/2018
Next Scheduled EDR Contact: 12/24/2018
Data Release Frequency: Varies

NON-CASE INFO: Non-Case Information Sites (GEOTRACKER)
Non-Case Information sites

Date of Government Version: 09/10/2018
Date Data Arrived at EDR: 09/12/2018
Date Made Active in Reports: 10/09/2018
Number of Days to Update: 27

Source: State Water Resources Control Board
Telephone: 866-480-1028
Last EDR Contact: 12/12/2018
Next Scheduled EDR Contact: 12/24/2018
Data Release Frequency: Varies

CERS: CalEPA Regulated Site Portal Data
The CalEPA Regulated Site Portal database combines data about environmentally regulated sites and facilities in California into a single database. It combines data from a variety of state and federal databases, and provides an overview of regulated activities across the spectrum of environmental programs for any given location in California. These activities include hazardous materials and waste, state and federal cleanups, impacted ground and surface waters, and toxic materials

Date of Government Version: 07/23/2018
Date Data Arrived at EDR: 07/25/2018
Date Made Active in Reports: 09/05/2018
Number of Days to Update: 42

Source: California Environmental Protection Agency
Telephone: 916-323-2514
Last EDR Contact: 10/23/2018
Next Scheduled EDR Contact: 02/04/2019
Data Release Frequency: Varies

SAMPLING POINT: Sampling Point ? Public Sites (GEOTRACKER)
Sampling point - public sites

Date of Government Version: 09/10/2018
Date Data Arrived at EDR: 09/12/2018
Date Made Active in Reports: 10/09/2018
Number of Days to Update: 27

Source: State Water Resources Control Board
Telephone: 866-480-1028
Last EDR Contact: 12/12/2018
Next Scheduled EDR Contact: 12/24/2018
Data Release Frequency: Varies

PROD WATER PONDS: Produced Water Ponds Sites (GEOTRACKER)
Produced water ponds sites

Date of Government Version: 09/10/2018
Date Data Arrived at EDR: 09/12/2018
Date Made Active in Reports: 10/09/2018
Number of Days to Update: 27

Source: State Water Resources Control Board
Telephone: 866-480-1028
Last EDR Contact: 12/12/2018
Next Scheduled EDR Contact: 12/24/2018
Data Release Frequency: Varies

MILITARY PRIV SITES: Military Privatized Sites (GEOTRACKER)
Military privatized sites

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 09/10/2018
Date Data Arrived at EDR: 09/12/2018
Date Made Active in Reports: 10/09/2018
Number of Days to Update: 27

Source: State Water Resources Control Board
Telephone: 866-480-1028
Last EDR Contact: 12/12/2018
Next Scheduled EDR Contact: 12/24/2018
Data Release Frequency: Varies

EDR HIGH RISK HISTORICAL RECORDS

EDR Exclusive Records

EDR MGP: EDR Proprietary Manufactured Gas Plants

The EDR Proprietary Manufactured Gas Plant Database includes records of coal gas plants (manufactured gas plants) compiled by EDR's researchers. Manufactured gas sites were used in the United States from the 1800's to 1950's to produce a gas that could be distributed and used as fuel. These plants used whale oil, rosin, coal, or a mixture of coal, oil, and water that also produced a significant amount of waste. Many of the byproducts of the gas production, such as coal tar (oily waste containing volatile and non-volatile chemicals), sludges, oils and other compounds are potentially hazardous to human health and the environment. The byproduct from this process was frequently disposed of directly at the plant site and can remain or spread slowly, serving as a continuous source of soil and groundwater contamination.

Date of Government Version: N/A
Date Data Arrived at EDR: N/A
Date Made Active in Reports: N/A
Number of Days to Update: N/A

Source: EDR, Inc.
Telephone: N/A
Last EDR Contact: N/A
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

EDR Hist Auto: EDR Exclusive Historical Auto Stations

EDR has searched selected national collections of business directories and has collected listings of potential gas station/filling station/service station sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include gas station/filling station/service station establishments. The categories reviewed included, but were not limited to gas, gas station, gasoline station, filling station, auto, automobile repair, auto service station, service station, etc. This database falls within a category of information EDR classifies as "High Risk Historical Records", or HRHR. EDR's HRHR effort presents unique and sometimes proprietary data about past sites and operations that typically create environmental concerns, but may not show up in current government records searches.

Date of Government Version: N/A
Date Data Arrived at EDR: N/A
Date Made Active in Reports: N/A
Number of Days to Update: N/A

Source: EDR, Inc.
Telephone: N/A
Last EDR Contact: N/A
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

EDR Hist Cleaner: EDR Exclusive Historical Cleaners

EDR has searched selected national collections of business directories and has collected listings of potential dry cleaner sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include dry cleaning establishments. The categories reviewed included, but were not limited to dry cleaners, cleaners, laundry, laundromat, cleaning/laundry, wash & dry etc. This database falls within a category of information EDR classifies as "High Risk Historical Records", or HRHR. EDR's HRHR effort presents unique and sometimes proprietary data about past sites and operations that typically create environmental concerns, but may not show up in current government records searches.

Date of Government Version: N/A
Date Data Arrived at EDR: N/A
Date Made Active in Reports: N/A
Number of Days to Update: N/A

Source: EDR, Inc.
Telephone: N/A
Last EDR Contact: N/A
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

EDR RECOVERED GOVERNMENT ARCHIVES

Exclusive Recovered Govt. Archives

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

RGA LF: Recovered Government Archive Solid Waste Facilities List

The EDR Recovered Government Archive Landfill database provides a list of landfills derived from historical databases and includes many records that no longer appear in current government lists. Compiled from Records formerly available from the Department of Resources Recycling and Recovery in California.

Date of Government Version: N/A
Date Data Arrived at EDR: 07/01/2013
Date Made Active in Reports: 01/13/2014
Number of Days to Update: 196

Source: Department of Resources Recycling and Recovery
Telephone: N/A
Last EDR Contact: 06/01/2012
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

RGA LUST: Recovered Government Archive Leaking Underground Storage Tank

The EDR Recovered Government Archive Leaking Underground Storage Tank database provides a list of LUST incidents derived from historical databases and includes many records that no longer appear in current government lists. Compiled from Records formerly available from the State Water Resources Control Board in California.

Date of Government Version: N/A
Date Data Arrived at EDR: 07/01/2013
Date Made Active in Reports: 12/30/2013
Number of Days to Update: 182

Source: State Water Resources Control Board
Telephone: N/A
Last EDR Contact: 06/01/2012
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

COUNTY RECORDS

ALAMEDA COUNTY:

CS ALAMEDA: Contaminated Sites

A listing of contaminated sites overseen by the Toxic Release Program (oil and groundwater contamination from chemical releases and spills) and the Leaking Underground Storage Tank Program (soil and ground water contamination from leaking petroleum USTs).

Date of Government Version: 10/05/2018
Date Data Arrived at EDR: 10/10/2018
Date Made Active in Reports: 11/01/2018
Number of Days to Update: 22

Source: Alameda County Environmental Health Services
Telephone: 510-567-6700
Last EDR Contact: 10/05/2018
Next Scheduled EDR Contact: 01/21/2019
Data Release Frequency: Semi-Annually

UST ALAMEDA: Underground Tanks

Underground storage tank sites located in Alameda county.

Date of Government Version: 10/05/2018
Date Data Arrived at EDR: 10/10/2018
Date Made Active in Reports: 11/02/2018
Number of Days to Update: 23

Source: Alameda County Environmental Health Services
Telephone: 510-567-6700
Last EDR Contact: 10/05/2018
Next Scheduled EDR Contact: 04/24/2047
Data Release Frequency: Semi-Annually

AMADOR COUNTY:

CUPA AMADOR: CUPA Facility List

Cupa Facility List

Date of Government Version: 07/01/2018
Date Data Arrived at EDR: 07/24/2018
Date Made Active in Reports: 08/20/2018
Number of Days to Update: 27

Source: Amador County Environmental Health
Telephone: 209-223-6439
Last EDR Contact: 08/29/2018
Next Scheduled EDR Contact: 12/17/2018
Data Release Frequency: Varies

BUTTE COUNTY:

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

CUPA BUTTE: CUPA Facility Listing
Cupa facility list.

Date of Government Version: 04/21/2017
Date Data Arrived at EDR: 04/25/2017
Date Made Active in Reports: 08/09/2017
Number of Days to Update: 106

Source: Public Health Department
Telephone: 530-538-7149
Last EDR Contact: 10/05/2018
Next Scheduled EDR Contact: 01/21/2019
Data Release Frequency: No Update Planned

CALVERAS COUNTY:

CUPA CALVERAS: CUPA Facility Listing
Cupa Facility Listing

Date of Government Version: 08/02/2018
Date Data Arrived at EDR: 08/06/2018
Date Made Active in Reports: 08/20/2018
Number of Days to Update: 14

Source: Calveras County Environmental Health
Telephone: 209-754-6399
Last EDR Contact: 09/24/2018
Next Scheduled EDR Contact: 01/07/2019
Data Release Frequency: Quarterly

COLUSA COUNTY:

CUPA COLUSA: CUPA Facility List
Cupa facility list.

Date of Government Version: 05/23/2018
Date Data Arrived at EDR: 05/24/2018
Date Made Active in Reports: 07/13/2018
Number of Days to Update: 50

Source: Health & Human Services
Telephone: 530-458-0396
Last EDR Contact: 11/14/2018
Next Scheduled EDR Contact: 02/18/2019
Data Release Frequency: Semi-Annually

CONTRA COSTA COUNTY:

SL CONTRA COSTA: Site List
List includes sites from the underground tank, hazardous waste generator and business plan/2185 programs.

Date of Government Version: 08/20/2018
Date Data Arrived at EDR: 08/21/2018
Date Made Active in Reports: 09/11/2018
Number of Days to Update: 21

Source: Contra Costa Health Services Department
Telephone: 925-646-2286
Last EDR Contact: 10/29/2018
Next Scheduled EDR Contact: 02/11/2019
Data Release Frequency: Semi-Annually

DEL NORTE COUNTY:

CUPA DEL NORTE: CUPA Facility List
Cupa Facility list

Date of Government Version: 08/16/2018
Date Data Arrived at EDR: 11/06/2018
Date Made Active in Reports: 11/14/2018
Number of Days to Update: 8

Source: Del Norte County Environmental Health Division
Telephone: 707-465-0426
Last EDR Contact: 10/25/2018
Next Scheduled EDR Contact: 02/11/2019
Data Release Frequency: Varies

EL DORADO COUNTY:

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

CUPA EL DORADO: CUPA Facility List
CUPA facility list.

Date of Government Version: 09/04/2018
Date Data Arrived at EDR: 09/05/2018
Date Made Active in Reports: 09/18/2018
Number of Days to Update: 13

Source: El Dorado County Environmental Management Department
Telephone: 530-621-6623
Last EDR Contact: 11/16/2018
Next Scheduled EDR Contact: 02/11/2019
Data Release Frequency: Varies

FRESNO COUNTY:

CUPA FRESNO: CUPA Resources List
Certified Unified Program Agency. CUPA's are responsible for implementing a unified hazardous materials and hazardous waste management regulatory program. The agency provides oversight of businesses that deal with hazardous materials, operate underground storage tanks or aboveground storage tanks.

Date of Government Version: 10/16/2018
Date Data Arrived at EDR: 10/18/2018
Date Made Active in Reports: 11/14/2018
Number of Days to Update: 27

Source: Dept. of Community Health
Telephone: 559-445-3271
Last EDR Contact: 10/15/2018
Next Scheduled EDR Contact: 01/14/2019
Data Release Frequency: Semi-Annually

GLENN COUNTY:

CUPA GLENN: CUPA Facility List
Cupa facility list

Date of Government Version: 01/22/2018
Date Data Arrived at EDR: 01/24/2018
Date Made Active in Reports: 03/14/2018
Number of Days to Update: 49

Source: Glenn County Air Pollution Control District
Telephone: 830-934-6500
Last EDR Contact: 10/22/2018
Next Scheduled EDR Contact: 02/04/2019
Data Release Frequency: Varies

HUMBOLDT COUNTY:

CUPA HUMBOLDT: CUPA Facility List
CUPA facility list.

Date of Government Version: 07/11/2018
Date Data Arrived at EDR: 07/13/2018
Date Made Active in Reports: 08/22/2018
Number of Days to Update: 40

Source: Humboldt County Environmental Health
Telephone: N/A
Last EDR Contact: 11/19/2018
Next Scheduled EDR Contact: 03/04/2019
Data Release Frequency: Semi-Annually

IMPERIAL COUNTY:

CUPA IMPERIAL: CUPA Facility List
Cupa facility list.

Date of Government Version: 10/22/2018
Date Data Arrived at EDR: 10/25/2018
Date Made Active in Reports: 11/14/2018
Number of Days to Update: 20

Source: San Diego Border Field Office
Telephone: 760-339-2777
Last EDR Contact: 10/22/2018
Next Scheduled EDR Contact: 02/04/2019
Data Release Frequency: Varies

INYO COUNTY:

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

CUPA INYO: CUPA Facility List
Cupa facility list.

Date of Government Version: 04/02/2018
Date Data Arrived at EDR: 04/03/2018
Date Made Active in Reports: 06/14/2018
Number of Days to Update: 72

Source: Inyo County Environmental Health Services
Telephone: 760-878-0238
Last EDR Contact: 11/14/2018
Next Scheduled EDR Contact: 03/04/2019
Data Release Frequency: Varies

KERN COUNTY:

UST KERN: Underground Storage Tank Sites & Tank Listing
Kern County Sites and Tanks Listing.

Date of Government Version: 07/20/2018
Date Data Arrived at EDR: 07/25/2018
Date Made Active in Reports: 09/12/2018
Number of Days to Update: 49

Source: Kern County Environment Health Services Department
Telephone: 661-862-8700
Last EDR Contact: 11/01/2018
Next Scheduled EDR Contact: 02/18/2019
Data Release Frequency: Quarterly

KINGS COUNTY:

CUPA KINGS: CUPA Facility List
A listing of sites included in the county's Certified Unified Program Agency database. California's Secretary for Environmental Protection established the unified hazardous materials and hazardous waste regulatory program as required by chapter 6.11 of the California Health and Safety Code. The Unified Program consolidates the administration, permits, inspections, and enforcement activities.

Date of Government Version: 08/23/2018
Date Data Arrived at EDR: 08/24/2018
Date Made Active in Reports: 09/18/2018
Number of Days to Update: 25

Source: Kings County Department of Public Health
Telephone: 559-584-1411
Last EDR Contact: 11/14/2018
Next Scheduled EDR Contact: 03/04/2019
Data Release Frequency: Varies

LAKE COUNTY:

CUPA LAKE: CUPA Facility List
Cupa facility list

Date of Government Version: 11/07/2018
Date Data Arrived at EDR: 11/08/2018
Date Made Active in Reports: 11/14/2018
Number of Days to Update: 6

Source: Lake County Environmental Health
Telephone: 707-263-1164
Last EDR Contact: 10/15/2018
Next Scheduled EDR Contact: 01/28/2019
Data Release Frequency: Varies

LASSEN COUNTY:

CUPA LASSEN: CUPA Facility List
Cupa facility list

Date of Government Version: 10/15/2018
Date Data Arrived at EDR: 10/23/2018
Date Made Active in Reports: 11/14/2018
Number of Days to Update: 22

Source: Lassen County Environmental Health
Telephone: 530-251-8528
Last EDR Contact: 10/22/2018
Next Scheduled EDR Contact: 02/04/2019
Data Release Frequency: Varies

LOS ANGELES COUNTY:

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

AOCONCERN: San Gabriel Valley Areas of Concern
San Gabriel Valley areas where VOC contamination is at or above the MCL as designated by region 9 EPA office.

Date of Government Version: 03/30/2009
Date Data Arrived at EDR: 03/31/2009
Date Made Active in Reports: 10/23/2009
Number of Days to Update: 206
Source: EPA Region 9
Telephone: 415-972-3178
Last EDR Contact: 09/17/2018
Next Scheduled EDR Contact: 12/31/2018
Data Release Frequency: No Update Planned

HMS LOS ANGELES: HMS: Street Number List
Industrial Waste and Underground Storage Tank Sites.

Date of Government Version: 09/20/2018
Date Data Arrived at EDR: 10/12/2018
Date Made Active in Reports: 11/16/2018
Number of Days to Update: 35
Source: Department of Public Works
Telephone: 626-458-3517
Last EDR Contact: 10/05/2018
Next Scheduled EDR Contact: 01/21/2019
Data Release Frequency: Semi-Annually

LF LOS ANGELES: List of Solid Waste Facilities
Solid Waste Facilities in Los Angeles County.

Date of Government Version: 10/15/2018
Date Data Arrived at EDR: 10/16/2018
Date Made Active in Reports: 11/16/2018
Number of Days to Update: 31
Source: La County Department of Public Works
Telephone: 818-458-5185
Last EDR Contact: 10/16/2018
Next Scheduled EDR Contact: 01/28/2019
Data Release Frequency: Varies

LF LOS ANGELES CITY: City of Los Angeles Landfills
Landfills owned and maintained by the City of Los Angeles.

Date of Government Version: 01/01/2018
Date Data Arrived at EDR: 05/01/2018
Date Made Active in Reports: 05/14/2018
Number of Days to Update: 13
Source: Engineering & Construction Division
Telephone: 213-473-7869
Last EDR Contact: 10/15/2018
Next Scheduled EDR Contact: 01/28/2019
Data Release Frequency: Varies

SITE MIT LOS ANGELES: Site Mitigation List
Industrial sites that have had some sort of spill or complaint.

Date of Government Version: 07/01/2018
Date Data Arrived at EDR: 10/16/2018
Date Made Active in Reports: 11/16/2018
Number of Days to Update: 31
Source: Community Health Services
Telephone: 323-890-7806
Last EDR Contact: 10/16/2018
Next Scheduled EDR Contact: 01/28/2019
Data Release Frequency: Annually

UST EL SEGUNDO: City of El Segundo Underground Storage Tank
Underground storage tank sites located in El Segundo city.

Date of Government Version: 01/21/2017
Date Data Arrived at EDR: 04/19/2017
Date Made Active in Reports: 05/10/2017
Number of Days to Update: 21
Source: City of El Segundo Fire Department
Telephone: 310-524-2236
Last EDR Contact: 10/15/2018
Next Scheduled EDR Contact: 01/28/2019
Data Release Frequency: Semi-Annually

UST LONG BEACH: City of Long Beach Underground Storage Tank
Underground storage tank sites located in the city of Long Beach.

Date of Government Version: 03/09/2017
Date Data Arrived at EDR: 03/10/2017
Date Made Active in Reports: 05/03/2017
Number of Days to Update: 54
Source: City of Long Beach Fire Department
Telephone: 562-570-2563
Last EDR Contact: 10/22/2018
Next Scheduled EDR Contact: 02/04/2019
Data Release Frequency: Annually

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

UST TORRANCE: City of Torrance Underground Storage Tank
Underground storage tank sites located in the city of Torrance.

Date of Government Version: 10/02/2018
Date Data Arrived at EDR: 10/05/2018
Date Made Active in Reports: 11/02/2018
Number of Days to Update: 28

Source: City of Torrance Fire Department
Telephone: 310-618-2973
Last EDR Contact: 10/05/2018
Next Scheduled EDR Contact: 01/21/2019
Data Release Frequency: Semi-Annually

MADERA COUNTY:

CUPA MADERA: CUPA Facility List
A listing of sites included in the county's Certified Unified Program Agency database. California's Secretary for Environmental Protection established the unified hazardous materials and hazardous waste regulatory program as required by chapter 6.11 of the California Health and Safety Code. The Unified Program consolidates the administration, permits, inspections, and enforcement activities.

Date of Government Version: 08/30/2018
Date Data Arrived at EDR: 09/04/2018
Date Made Active in Reports: 09/19/2018
Number of Days to Update: 15

Source: Madera County Environmental Health
Telephone: 559-675-7823
Last EDR Contact: 11/14/2018
Next Scheduled EDR Contact: 03/04/2019
Data Release Frequency: Varies

MARIN COUNTY:

UST MARIN: Underground Storage Tank Sites
Currently permitted USTs in Marin County.

Date of Government Version: 09/26/2018
Date Data Arrived at EDR: 10/04/2018
Date Made Active in Reports: 11/02/2018
Number of Days to Update: 29

Source: Public Works Department Waste Management
Telephone: 415-473-6647
Last EDR Contact: 10/01/2018
Next Scheduled EDR Contact: 01/14/2019
Data Release Frequency: Semi-Annually

MERCED COUNTY:

CUPA MERCED: CUPA Facility List
CUPA facility list.

Date of Government Version: 08/29/2018
Date Data Arrived at EDR: 08/31/2018
Date Made Active in Reports: 09/19/2018
Number of Days to Update: 19

Source: Merced County Environmental Health
Telephone: 209-381-1094
Last EDR Contact: 11/14/2018
Next Scheduled EDR Contact: 03/04/2019
Data Release Frequency: Varies

MONO COUNTY:

CUPA MONO: CUPA Facility List
CUPA Facility List

Date of Government Version: 07/18/2018
Date Data Arrived at EDR: 09/04/2018
Date Made Active in Reports: 09/19/2018
Number of Days to Update: 15

Source: Mono County Health Department
Telephone: 760-932-5580
Last EDR Contact: 11/26/2018
Next Scheduled EDR Contact: 03/11/2019
Data Release Frequency: Varies

MONTEREY COUNTY:

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

CUPA MONTEREY: CUPA Facility Listing
CUPA Program listing from the Environmental Health Division.

Date of Government Version: 10/29/2018
Date Data Arrived at EDR: 11/01/2018
Date Made Active in Reports: 11/16/2018
Number of Days to Update: 15

Source: Monterey County Health Department
Telephone: 831-796-1297
Last EDR Contact: 10/01/2018
Next Scheduled EDR Contact: 01/14/2019
Data Release Frequency: Varies

NAPA COUNTY:

LUST NAPA: Sites With Reported Contamination
A listing of leaking underground storage tank sites located in Napa county.

Date of Government Version: 01/09/2017
Date Data Arrived at EDR: 01/11/2017
Date Made Active in Reports: 03/02/2017
Number of Days to Update: 50

Source: Napa County Department of Environmental Management
Telephone: 707-253-4269
Last EDR Contact: 11/21/2018
Next Scheduled EDR Contact: 03/11/2019
Data Release Frequency: No Update Planned

UST NAPA: Closed and Operating Underground Storage Tank Sites
Underground storage tank sites located in Napa county.

Date of Government Version: 08/27/2018
Date Data Arrived at EDR: 08/28/2018
Date Made Active in Reports: 10/03/2018
Number of Days to Update: 36

Source: Napa County Department of Environmental Management
Telephone: 707-253-4269
Last EDR Contact: 11/26/2018
Next Scheduled EDR Contact: 03/11/2019
Data Release Frequency: No Update Planned

NEVADA COUNTY:

CUPA NEVADA: CUPA Facility List
CUPA facility list.

Date of Government Version: 11/06/2018
Date Data Arrived at EDR: 11/08/2018
Date Made Active in Reports: 11/14/2018
Number of Days to Update: 6

Source: Community Development Agency
Telephone: 530-265-1467
Last EDR Contact: 10/25/2018
Next Scheduled EDR Contact: 02/11/2019
Data Release Frequency: Varies

ORANGE COUNTY:

IND_SITE ORANGE: List of Industrial Site Cleanups
Petroleum and non-petroleum spills.

Date of Government Version: 07/13/2018
Date Data Arrived at EDR: 08/08/2018
Date Made Active in Reports: 09/10/2018
Number of Days to Update: 33

Source: Health Care Agency
Telephone: 714-834-3446
Last EDR Contact: 11/05/2018
Next Scheduled EDR Contact: 02/18/2019
Data Release Frequency: Annually

LUST ORANGE: List of Underground Storage Tank Cleanups
Orange County Underground Storage Tank Cleanups (LUST).

Date of Government Version: 07/13/2018
Date Data Arrived at EDR: 08/08/2018
Date Made Active in Reports: 09/10/2018
Number of Days to Update: 33

Source: Health Care Agency
Telephone: 714-834-3446
Last EDR Contact: 11/05/2018
Next Scheduled EDR Contact: 02/18/2019
Data Release Frequency: Quarterly

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

UST ORANGE: List of Underground Storage Tank Facilities
Orange County Underground Storage Tank Facilities (UST).

Date of Government Version: 07/13/2018
Date Data Arrived at EDR: 08/06/2018
Date Made Active in Reports: 09/12/2018
Number of Days to Update: 37

Source: Health Care Agency
Telephone: 714-834-3446
Last EDR Contact: 11/06/2018
Next Scheduled EDR Contact: 02/18/2019
Data Release Frequency: Quarterly

PLACER COUNTY:

MS PLACER: Master List of Facilities
List includes aboveground tanks, underground tanks and cleanup sites.

Date of Government Version: 09/04/2018
Date Data Arrived at EDR: 09/06/2018
Date Made Active in Reports: 10/03/2018
Number of Days to Update: 27

Source: Placer County Health and Human Services
Telephone: 530-745-2363
Last EDR Contact: 08/29/2018
Next Scheduled EDR Contact: 12/17/2018
Data Release Frequency: Semi-Annually

PLUMAS COUNTY:

CUPA PLUMAS: CUPA Facility List
Plumas County CUPA Program facilities.

Date of Government Version: 07/19/2018
Date Data Arrived at EDR: 07/25/2018
Date Made Active in Reports: 09/05/2018
Number of Days to Update: 42

Source: Plumas County Environmental Health
Telephone: 530-283-6355
Last EDR Contact: 10/22/2018
Next Scheduled EDR Contact: 02/04/2019
Data Release Frequency: Varies

RIVERSIDE COUNTY:

LUST RIVERSIDE: Listing of Underground Tank Cleanup Sites
Riverside County Underground Storage Tank Cleanup Sites (LUST).

Date of Government Version: 10/10/2018
Date Data Arrived at EDR: 10/12/2018
Date Made Active in Reports: 10/16/2018
Number of Days to Update: 4

Source: Department of Environmental Health
Telephone: 951-358-5055
Last EDR Contact: 09/17/2018
Next Scheduled EDR Contact: 12/31/2018
Data Release Frequency: Quarterly

UST RIVERSIDE: Underground Storage Tank Tank List
Underground storage tank sites located in Riverside county.

Date of Government Version: 10/10/2018
Date Data Arrived at EDR: 10/12/2018
Date Made Active in Reports: 11/05/2018
Number of Days to Update: 24

Source: Department of Environmental Health
Telephone: 951-358-5055
Last EDR Contact: 09/17/2018
Next Scheduled EDR Contact: 12/31/2018
Data Release Frequency: Quarterly

SACRAMENTO COUNTY:

CS SACRAMENTO: Toxic Site Clean-Up List
List of sites where unauthorized releases of potentially hazardous materials have occurred.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 08/03/2018
Date Data Arrived at EDR: 10/02/2018
Date Made Active in Reports: 11/01/2018
Number of Days to Update: 30

Source: Sacramento County Environmental Management
Telephone: 916-875-8406
Last EDR Contact: 10/02/2018
Next Scheduled EDR Contact: 01/14/2019
Data Release Frequency: Quarterly

ML SACRAMENTO: Master Hazardous Materials Facility List

Any business that has hazardous materials on site - hazardous material storage sites, underground storage tanks, waste generators.

Date of Government Version: 08/23/2018
Date Data Arrived at EDR: 10/02/2018
Date Made Active in Reports: 11/02/2018
Number of Days to Update: 31

Source: Sacramento County Environmental Management
Telephone: 916-875-8406
Last EDR Contact: 10/02/2018
Next Scheduled EDR Contact: 01/14/2019
Data Release Frequency: Quarterly

SAN BENITO COUNTY:

CUPA SAN BENITO: CUPA Facility List

Cupa facility list

Date of Government Version: 08/07/2018
Date Data Arrived at EDR: 08/09/2018
Date Made Active in Reports: 09/05/2018
Number of Days to Update: 27

Source: San Benito County Environmental Health
Telephone: N/A
Last EDR Contact: 11/14/2018
Next Scheduled EDR Contact: 02/18/2019
Data Release Frequency: Varies

SAN BERNARDINO COUNTY:

PERMITS SAN BERNARDINO: Hazardous Material Permits

This listing includes underground storage tanks, medical waste handlers/generators, hazardous materials handlers, hazardous waste generators, and waste oil generators/handlers.

Date of Government Version: 07/27/2018
Date Data Arrived at EDR: 07/31/2018
Date Made Active in Reports: 09/10/2018
Number of Days to Update: 41

Source: San Bernardino County Fire Department Hazardous Materials Division
Telephone: 909-387-3041
Last EDR Contact: 11/05/2018
Next Scheduled EDR Contact: 02/18/2019
Data Release Frequency: Quarterly

SAN DIEGO COUNTY:

HMMD SAN DIEGO: Hazardous Materials Management Division Database

The database includes: HE58 - This report contains the business name, site address, business phone number, establishment 'H' permit number, type of permit, and the business status. HE17 - In addition to providing the same information provided in the HE58 listing, HE17 provides inspection dates, violations received by the establishment, hazardous waste generated, the quantity, method of storage, treatment/disposal of waste and the hauler, and information on underground storage tanks. Unauthorized Release List - Includes a summary of environmental contamination cases in San Diego County (underground tank cases, non-tank cases, groundwater contamination, and soil contamination are included.)

Date of Government Version: 06/04/2018
Date Data Arrived at EDR: 06/06/2018
Date Made Active in Reports: 07/17/2018
Number of Days to Update: 41

Source: Hazardous Materials Management Division
Telephone: 619-338-2268
Last EDR Contact: 09/06/2018
Next Scheduled EDR Contact: 12/17/2018
Data Release Frequency: Quarterly

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

LF SAN DIEGO: Solid Waste Facilities
San Diego County Solid Waste Facilities.

Date of Government Version: 04/18/2018
Date Data Arrived at EDR: 04/24/2018
Date Made Active in Reports: 06/19/2018
Number of Days to Update: 56
Source: Department of Health Services
Telephone: 619-338-2209
Last EDR Contact: 10/22/2018
Next Scheduled EDR Contact: 02/04/2019
Data Release Frequency: Varies

SAN DIEGO CO LOP: Local Oversight Program Listing
A listing of all LOP release sites that are or were under the County of San Diego's jurisdiction. Included are closed or transferred cases, open cases, and cases that did not have a case type indicated. The cases without a case type are mostly complaints; however, some of them could be LOP cases.

Date of Government Version: 07/17/2018
Date Data Arrived at EDR: 07/24/2018
Date Made Active in Reports: 08/24/2018
Number of Days to Update: 31
Source: Department of Environmental Health
Telephone: 858-505-6874
Last EDR Contact: 10/22/2018
Next Scheduled EDR Contact: 02/04/2019
Data Release Frequency: Varies

SAN DIEGO CO. SAM: Environmental Case Listing
The listing contains all underground tank release cases and projects pertaining to properties contaminated with hazardous substances that are actively under review by the Site Assessment and Mitigation Program.

Date of Government Version: 03/23/2010
Date Data Arrived at EDR: 06/15/2010
Date Made Active in Reports: 07/09/2010
Number of Days to Update: 24
Source: San Diego County Department of Environmental Health
Telephone: 619-338-2371
Last EDR Contact: 08/29/2018
Next Scheduled EDR Contact: 12/17/2018
Data Release Frequency: No Update Planned

SAN FRANCISCO COUNTY:

LUST SAN FRANCISCO: Local Oversite Facilities
A listing of leaking underground storage tank sites located in San Francisco county.

Date of Government Version: 09/19/2008
Date Data Arrived at EDR: 09/19/2008
Date Made Active in Reports: 09/29/2008
Number of Days to Update: 10
Source: Department Of Public Health San Francisco County
Telephone: 415-252-3920
Last EDR Contact: 11/01/2018
Next Scheduled EDR Contact: 02/18/2019
Data Release Frequency: Quarterly

UST SAN FRANCISCO: Underground Storage Tank Information
Underground storage tank sites located in San Francisco county.

Date of Government Version: 09/17/2018
Date Data Arrived at EDR: 09/18/2018
Date Made Active in Reports: 10/03/2018
Number of Days to Update: 15
Source: Department of Public Health
Telephone: 415-252-3920
Last EDR Contact: 11/01/2018
Next Scheduled EDR Contact: 02/18/2019
Data Release Frequency: Quarterly

SAN JOAQUIN COUNTY:

UST SAN JOAQUIN: San Joaquin Co. UST
A listing of underground storage tank locations in San Joaquin county.

Date of Government Version: 06/22/2018
Date Data Arrived at EDR: 06/26/2018
Date Made Active in Reports: 07/11/2018
Number of Days to Update: 15
Source: Environmental Health Department
Telephone: N/A
Last EDR Contact: 09/17/2018
Next Scheduled EDR Contact: 12/31/2018
Data Release Frequency: Semi-Annually

SAN LUIS OBISPO COUNTY:

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

CUPA SAN LUIS OBISPO: CUPA Facility List
Cupa Facility List.

Date of Government Version: 08/20/2018
Date Data Arrived at EDR: 08/21/2018
Date Made Active in Reports: 09/07/2018
Number of Days to Update: 17

Source: San Luis Obispo County Public Health Department
Telephone: 805-781-5596
Last EDR Contact: 11/14/2018
Next Scheduled EDR Contact: 03/04/2019
Data Release Frequency: Varies

SAN MATEO COUNTY:

BI SAN MATEO: Business Inventory
List includes Hazardous Materials Business Plan, hazardous waste generators, and underground storage tanks.

Date of Government Version: 09/18/2018
Date Data Arrived at EDR: 09/20/2018
Date Made Active in Reports: 11/01/2018
Number of Days to Update: 42

Source: San Mateo County Environmental Health Services Division
Telephone: 650-363-1921
Last EDR Contact: 09/10/2018
Next Scheduled EDR Contact: 12/24/2018
Data Release Frequency: Annually

LUST SAN MATEO: Fuel Leak List
A listing of leaking underground storage tank sites located in San Mateo county.

Date of Government Version: 09/18/2018
Date Data Arrived at EDR: 09/20/2018
Date Made Active in Reports: 10/17/2018
Number of Days to Update: 27

Source: San Mateo County Environmental Health Services Division
Telephone: 650-363-1921
Last EDR Contact: 09/10/2018
Next Scheduled EDR Contact: 12/24/2018
Data Release Frequency: Semi-Annually

SANTA BARBARA COUNTY:

CUPA SANTA BARBARA: CUPA Facility Listing
CUPA Program Listing from the Environmental Health Services division.

Date of Government Version: 09/08/2011
Date Data Arrived at EDR: 09/09/2011
Date Made Active in Reports: 10/07/2011
Number of Days to Update: 28

Source: Santa Barbara County Public Health Department
Telephone: 805-686-8167
Last EDR Contact: 11/14/2018
Next Scheduled EDR Contact: 03/04/2019
Data Release Frequency: Varies

SANTA CLARA COUNTY:

CUPA SANTA CLARA: Cupa Facility List
Cupa facility list

Date of Government Version: 08/17/2018
Date Data Arrived at EDR: 08/22/2018
Date Made Active in Reports: 09/07/2018
Number of Days to Update: 16

Source: Department of Environmental Health
Telephone: 408-918-1973
Last EDR Contact: 11/14/2018
Next Scheduled EDR Contact: 03/04/2019
Data Release Frequency: Varies

HIST LUST SANTA CLARA: HIST LUST - Fuel Leak Site Activity Report
A listing of open and closed leaking underground storage tanks. This listing is no longer updated by the county. Leaking underground storage tanks are now handled by the Department of Environmental Health.

Date of Government Version: 03/29/2005
Date Data Arrived at EDR: 03/30/2005
Date Made Active in Reports: 04/21/2005
Number of Days to Update: 22

Source: Santa Clara Valley Water District
Telephone: 408-265-2600
Last EDR Contact: 03/23/2009
Next Scheduled EDR Contact: 06/22/2009
Data Release Frequency: No Update Planned

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

LUST SANTA CLARA: LOP Listing
A listing of leaking underground storage tanks located in Santa Clara county.

Date of Government Version: 03/03/2014
Date Data Arrived at EDR: 03/05/2014
Date Made Active in Reports: 03/18/2014
Number of Days to Update: 13

Source: Department of Environmental Health
Telephone: 408-918-3417
Last EDR Contact: 11/21/2018
Next Scheduled EDR Contact: 03/11/2019
Data Release Frequency: Annually

SAN JOSE HAZMAT: Hazardous Material Facilities
Hazardous material facilities, including underground storage tank sites.

Date of Government Version: 08/01/2018
Date Data Arrived at EDR: 08/06/2018
Date Made Active in Reports: 09/11/2018
Number of Days to Update: 36

Source: City of San Jose Fire Department
Telephone: 408-535-7694
Last EDR Contact: 11/01/2018
Next Scheduled EDR Contact: 02/18/2019
Data Release Frequency: Annually

SANTA CRUZ COUNTY:

CUPA SANTA CRUZ: CUPA Facility List
CUPA facility listing.

Date of Government Version: 01/21/2017
Date Data Arrived at EDR: 02/22/2017
Date Made Active in Reports: 05/23/2017
Number of Days to Update: 90

Source: Santa Cruz County Environmental Health
Telephone: 831-464-2761
Last EDR Contact: 11/14/2018
Next Scheduled EDR Contact: 03/04/2019
Data Release Frequency: Varies

SHASTA COUNTY:

CUPA SHASTA: CUPA Facility List
Cupa Facility List.

Date of Government Version: 06/15/2017
Date Data Arrived at EDR: 06/19/2017
Date Made Active in Reports: 08/09/2017
Number of Days to Update: 51

Source: Shasta County Department of Resource Management
Telephone: 530-225-5789
Last EDR Contact: 11/14/2018
Next Scheduled EDR Contact: 03/04/2019
Data Release Frequency: Varies

SOLANO COUNTY:

LUST SOLANO: Leaking Underground Storage Tanks
A listing of leaking underground storage tank sites located in Solano county.

Date of Government Version: 08/29/2018
Date Data Arrived at EDR: 09/04/2018
Date Made Active in Reports: 10/17/2018
Number of Days to Update: 43

Source: Solano County Department of Environmental Management
Telephone: 707-784-6770
Last EDR Contact: 08/29/2018
Next Scheduled EDR Contact: 12/17/2018
Data Release Frequency: Quarterly

UST SOLANO: Underground Storage Tanks
Underground storage tank sites located in Solano county.

Date of Government Version: 08/29/2018
Date Data Arrived at EDR: 09/04/2018
Date Made Active in Reports: 10/18/2018
Number of Days to Update: 44

Source: Solano County Department of Environmental Management
Telephone: 707-784-6770
Last EDR Contact: 08/29/2018
Next Scheduled EDR Contact: 12/17/2018
Data Release Frequency: Quarterly

SONOMA COUNTY:

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

CUPA SONOMA: Cupa Facility List
Cupa Facility list

Date of Government Version: 09/24/2018
Date Data Arrived at EDR: 09/25/2018
Date Made Active in Reports: 10/16/2018
Number of Days to Update: 21

Source: County of Sonoma Fire & Emergency Services Department
Telephone: 707-565-1174
Last EDR Contact: 09/24/2018
Next Scheduled EDR Contact: 01/07/2019
Data Release Frequency: Varies

LUST SONOMA: Leaking Underground Storage Tank Sites
A listing of leaking underground storage tank sites located in Sonoma county.

Date of Government Version: 10/02/2018
Date Data Arrived at EDR: 10/04/2018
Date Made Active in Reports: 10/25/2018
Number of Days to Update: 21

Source: Department of Health Services
Telephone: 707-565-6565
Last EDR Contact: 09/24/2018
Next Scheduled EDR Contact: 01/07/2019
Data Release Frequency: Quarterly

STANISLAUS COUNTY:

CUPA STANISLAUS: CUPA Facility List
Cupa facility list

Date of Government Version: 08/14/2018
Date Data Arrived at EDR: 08/16/2018
Date Made Active in Reports: 08/24/2018
Number of Days to Update: 8

Source: Stanislaus County Department of Ennvironmental Protection
Telephone: 209-525-6751
Last EDR Contact: 10/15/2018
Next Scheduled EDR Contact: 01/28/2019
Data Release Frequency: Varies

SUTTER COUNTY:

UST SUTTER: Underground Storage Tanks
Underground storage tank sites located in Sutter county.

Date of Government Version: 09/18/2018
Date Data Arrived at EDR: 09/20/2018
Date Made Active in Reports: 10/25/2018
Number of Days to Update: 35

Source: Sutter County Department of Agriculture
Telephone: 530-822-7500
Last EDR Contact: 09/17/2018
Next Scheduled EDR Contact: 12/17/2018
Data Release Frequency: Semi-Annually

TEHAMA COUNTY:

CUPA TEHAMA: CUPA Facility List
Cupa facilities

Date of Government Version: 07/17/2018
Date Data Arrived at EDR: 08/02/2018
Date Made Active in Reports: 09/07/2018
Number of Days to Update: 36

Source: Tehama County Department of Environmental Health
Telephone: 530-527-8020
Last EDR Contact: 11/14/2018
Next Scheduled EDR Contact: 02/18/2019
Data Release Frequency: Varies

TRINITY COUNTY:

CUPA TRINITY: CUPA Facility List
Cupa facility list

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 10/22/2018
Date Data Arrived at EDR: 10/25/2018
Date Made Active in Reports: 11/14/2018
Number of Days to Update: 20

Source: Department of Toxic Substances Control
Telephone: 760-352-0381
Last EDR Contact: 10/22/2018
Next Scheduled EDR Contact: 02/04/2019
Data Release Frequency: Varies

TULARE COUNTY:

CUPA TULARE: CUPA Facility List
Cupa program facilities

Date of Government Version: 09/13/2018
Date Data Arrived at EDR: 09/14/2018
Date Made Active in Reports: 09/19/2018
Number of Days to Update: 5

Source: Tulare County Environmental Health Services Division
Telephone: 559-624-7400
Last EDR Contact: 11/14/2018
Next Scheduled EDR Contact: 02/18/2019
Data Release Frequency: Varies

TUOLUMNE COUNTY:

CUPA TUOLUMNE: CUPA Facility List
Cupa facility list

Date of Government Version: 04/23/2018
Date Data Arrived at EDR: 04/25/2018
Date Made Active in Reports: 06/25/2018
Number of Days to Update: 61

Source: Divison of Environmental Health
Telephone: 209-533-5633
Last EDR Contact: 10/22/2018
Next Scheduled EDR Contact: 02/04/2019
Data Release Frequency: Varies

VENTURA COUNTY:

BWT VENTURA: Business Plan, Hazardous Waste Producers, and Operating Underground Tanks
The BWT list indicates by site address whether the Environmental Health Division has Business Plan (B), Waste Producer (W), and/or Underground Tank (T) information.

Date of Government Version: 07/02/2018
Date Data Arrived at EDR: 07/26/2018
Date Made Active in Reports: 09/05/2018
Number of Days to Update: 41

Source: Ventura County Environmental Health Division
Telephone: 805-654-2813
Last EDR Contact: 10/22/2018
Next Scheduled EDR Contact: 02/04/2019
Data Release Frequency: Quarterly

LF VENTURA: Inventory of Illegal Abandoned and Inactive Sites
Ventura County Inventory of Closed, Illegal Abandoned, and Inactive Sites.

Date of Government Version: 12/01/2011
Date Data Arrived at EDR: 12/01/2011
Date Made Active in Reports: 01/19/2012
Number of Days to Update: 49

Source: Environmental Health Division
Telephone: 805-654-2813
Last EDR Contact: 10/01/2018
Next Scheduled EDR Contact: 01/14/2019
Data Release Frequency: Annually

LUST VENTURA: Listing of Underground Tank Cleanup Sites
Ventura County Underground Storage Tank Cleanup Sites (LUST).

Date of Government Version: 05/29/2008
Date Data Arrived at EDR: 06/24/2008
Date Made Active in Reports: 07/31/2008
Number of Days to Update: 37

Source: Environmental Health Division
Telephone: 805-654-2813
Last EDR Contact: 11/07/2018
Next Scheduled EDR Contact: 02/25/2019
Data Release Frequency: Quarterly

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

MED WASTE VENTURA: Medical Waste Program List
To protect public health and safety and the environment from potential exposure to disease causing agents, the Environmental Health Division Medical Waste Program regulates the generation, handling, storage, treatment and disposal of medical waste throughout the County.

Date of Government Version: 07/02/2018
Date Data Arrived at EDR: 07/26/2018
Date Made Active in Reports: 08/24/2018
Number of Days to Update: 29
Source: Ventura County Resource Management Agency
Telephone: 805-654-2813
Last EDR Contact: 10/22/2018
Next Scheduled EDR Contact: 02/04/2019
Data Release Frequency: Quarterly

UST VENTURA: Underground Tank Closed Sites List
Ventura County Operating Underground Storage Tank Sites (UST)/Underground Tank Closed Sites List.

Date of Government Version: 09/04/2018
Date Data Arrived at EDR: 09/12/2018
Date Made Active in Reports: 10/04/2018
Number of Days to Update: 22
Source: Environmental Health Division
Telephone: 805-654-2813
Last EDR Contact: 09/12/2018
Next Scheduled EDR Contact: 12/24/2018
Data Release Frequency: Quarterly

YOLO COUNTY:

UST YOLO: Underground Storage Tank Comprehensive Facility Report
Underground storage tank sites located in Yolo county.

Date of Government Version: 10/15/2018
Date Data Arrived at EDR: 10/19/2018
Date Made Active in Reports: 11/05/2018
Number of Days to Update: 17
Source: Yolo County Department of Health
Telephone: 530-666-8646
Last EDR Contact: 10/15/2018
Next Scheduled EDR Contact: 01/14/2019
Data Release Frequency: Annually

YUBA COUNTY:

CUPA YUBA: CUPA Facility List
CUPA facility listing for Yuba County.

Date of Government Version: 11/05/2018
Date Data Arrived at EDR: 11/07/2018
Date Made Active in Reports: 11/14/2018
Number of Days to Update: 7
Source: Yuba County Environmental Health Department
Telephone: 530-749-7523
Last EDR Contact: 10/25/2018
Next Scheduled EDR Contact: 02/11/2019
Data Release Frequency: Varies

OTHER DATABASE(S)

Depending on the geographic area covered by this report, the data provided in these specialty databases may or may not be complete. For example, the existence of wetlands information data in a specific report does not mean that all wetlands in the area covered by the report are included. Moreover, the absence of any reported wetlands information does not necessarily mean that wetlands do not exist in the area covered by the report.

CT MANIFEST: Hazardous Waste Manifest Data
Facility and manifest data. Manifest is a document that lists and tracks hazardous waste from the generator through transporters to a tsd facility.

Date of Government Version: 08/10/2018
Date Data Arrived at EDR: 08/10/2018
Date Made Active in Reports: 09/10/2018
Number of Days to Update: 31
Source: Department of Energy & Environmental Protection
Telephone: 860-424-3375
Last EDR Contact: 11/14/2018
Next Scheduled EDR Contact: 02/25/2019
Data Release Frequency: No Update Planned

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

NJ MANIFEST: Manifest Information
Hazardous waste manifest information.

Date of Government Version: 12/31/2017
Date Data Arrived at EDR: 07/13/2018
Date Made Active in Reports: 08/01/2018
Number of Days to Update: 19

Source: Department of Environmental Protection
Telephone: N/A
Last EDR Contact: 10/09/2018
Next Scheduled EDR Contact: 01/21/2019
Data Release Frequency: Annually

NY MANIFEST: Facility and Manifest Data
Manifest is a document that lists and tracks hazardous waste from the generator through transporters to a TSD facility.

Date of Government Version: 07/01/2018
Date Data Arrived at EDR: 08/01/2018
Date Made Active in Reports: 08/31/2018
Number of Days to Update: 30

Source: Department of Environmental Conservation
Telephone: 518-402-8651
Last EDR Contact: 10/31/2018
Next Scheduled EDR Contact: 02/11/2019
Data Release Frequency: Quarterly

PA MANIFEST: Manifest Information
Hazardous waste manifest information.

Date of Government Version: 12/31/2017
Date Data Arrived at EDR: 10/23/2018
Date Made Active in Reports: 11/27/2018
Number of Days to Update: 35

Source: Department of Environmental Protection
Telephone: 717-783-8990
Last EDR Contact: 10/15/2018
Next Scheduled EDR Contact: 01/28/2019
Data Release Frequency: Annually

RI MANIFEST: Manifest information
Hazardous waste manifest information

Date of Government Version: 12/31/2017
Date Data Arrived at EDR: 02/23/2018
Date Made Active in Reports: 04/09/2018
Number of Days to Update: 45

Source: Department of Environmental Management
Telephone: 401-222-2797
Last EDR Contact: 11/16/2018
Next Scheduled EDR Contact: 03/04/2019
Data Release Frequency: Annually

WI MANIFEST: Manifest Information
Hazardous waste manifest information.

Date of Government Version: 12/31/2017
Date Data Arrived at EDR: 06/15/2018
Date Made Active in Reports: 07/09/2018
Number of Days to Update: 24

Source: Department of Natural Resources
Telephone: N/A
Last EDR Contact: 09/06/2018
Next Scheduled EDR Contact: 12/24/2018
Data Release Frequency: Annually

Oil/Gas Pipelines
Source: PennWell Corporation
Petroleum Bundle (Crude Oil, Refined Products, Petrochemicals, Gas Liquids (LPG/NGL), and Specialty Gases (Miscellaneous)) N = Natural Gas Bundle (Natural Gas, Gas Liquids (LPG/NGL), and Specialty Gases (Miscellaneous)). This map includes information copyrighted by PennWell Corporation. This information is provided on a best effort basis and PennWell Corporation does not guarantee its accuracy nor warrant its fitness for any particular purpose. Such information has been reprinted with the permission of PennWell.

Electric Power Transmission Line Data
Source: PennWell Corporation
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Sensitive Receptors: There are individuals deemed sensitive receptors due to their fragile immune systems and special sensitivity to environmental discharges. These sensitive receptors typically include the elderly, the sick, and children. While the location of all sensitive receptors cannot be determined, EDR indicates those buildings and facilities - schools, daycares, hospitals, medical centers, and nursing homes - where individuals who are sensitive receptors are likely to be located.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

AHA Hospitals:
Source: American Hospital Association, Inc.
Telephone: 312-280-5991
The database includes a listing of hospitals based on the American Hospital Association's annual survey of hospitals.

Medical Centers: Provider of Services Listing
Source: Centers for Medicare & Medicaid Services
Telephone: 410-786-3000
A listing of hospitals with Medicare provider number, produced by Centers of Medicare & Medicaid Services, a federal agency within the U.S. Department of Health and Human Services.

Nursing Homes
Source: National Institutes of Health
Telephone: 301-594-6248
Information on Medicare and Medicaid certified nursing homes in the United States.

Public Schools
Source: National Center for Education Statistics
Telephone: 202-502-7300
The National Center for Education Statistics' primary database on elementary and secondary public education in the United States. It is a comprehensive, annual, national statistical database of all public elementary and secondary schools and school districts, which contains data that are comparable across all states.

Private Schools
Source: National Center for Education Statistics
Telephone: 202-502-7300
The National Center for Education Statistics' primary database on private school locations in the United States.

Daycare Centers: Licensed Facilities
Source: Department of Social Services
Telephone: 916-657-4041

Flood Zone Data: This data was obtained from the Federal Emergency Management Agency (FEMA). It depicts 100-year and 500-year flood zones as defined by FEMA. It includes the National Flood Hazard Layer (NFHL) which incorporates Flood Insurance Rate Map (FIRM) data and Q3 data from FEMA in areas not covered by NFHL.
Source: FEMA
Telephone: 877-336-2627
Date of Government Version: 2003, 2015

NWI: National Wetlands Inventory. This data, available in select counties across the country, was obtained by EDR in 2002, 2005 and 2010 from the U.S. Fish and Wildlife Service.

State Wetlands Data: Wetland Inventory
Source: Department of Fish and Wildlife
Telephone: 916-445-0411

Current USGS 7.5 Minute Topographic Map
Source: U.S. Geological Survey

STREET AND ADDRESS INFORMATION

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GEOCHECK ®- PHYSICAL SETTING SOURCE ADDENDUM

TARGET PROPERTY ADDRESS

6367305-TSA
5940 PONY EXPRESS TRL
CAMINO, CA 95709

TARGET PROPERTY COORDINATES

Latitude (North):	38.754991 - 38° 45' 17.97''
Longitude (West):	120.598448 - 120° 35' 54.41''
Universal Tranverse Mercator:	Zone 10
UTM X (Meters):	708688.6
UTM Y (Meters):	4292119.5
Elevation:	3820 ft. above sea level

USGS TOPOGRAPHIC MAP

Target Property Map:	5640742 POLLOCK PINES, CA
Version Date:	2012
Southeast Map:	5640752 SLY PARK, CA
Version Date:	2012

EDR's GeoCheck Physical Setting Source Addendum is provided to assist the environmental professional in forming an opinion about the impact of potential contaminant migration.

Assessment of the impact of contaminant migration generally has two principle investigative components:

1. Groundwater flow direction, and
2. Groundwater flow velocity.

Groundwater flow direction may be impacted by surface topography, hydrology, hydrogeology, characteristics of the soil, and nearby wells. Groundwater flow velocity is generally impacted by the nature of the geologic strata.

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

GROUNDWATER FLOW DIRECTION INFORMATION

Groundwater flow direction for a particular site is best determined by a qualified environmental professional using site-specific well data. If such data is not reasonably ascertainable, it may be necessary to rely on other sources of information, such as surface topographic information, hydrologic information, hydrogeologic data collected on nearby properties, and regional groundwater flow information (from deep aquifers).

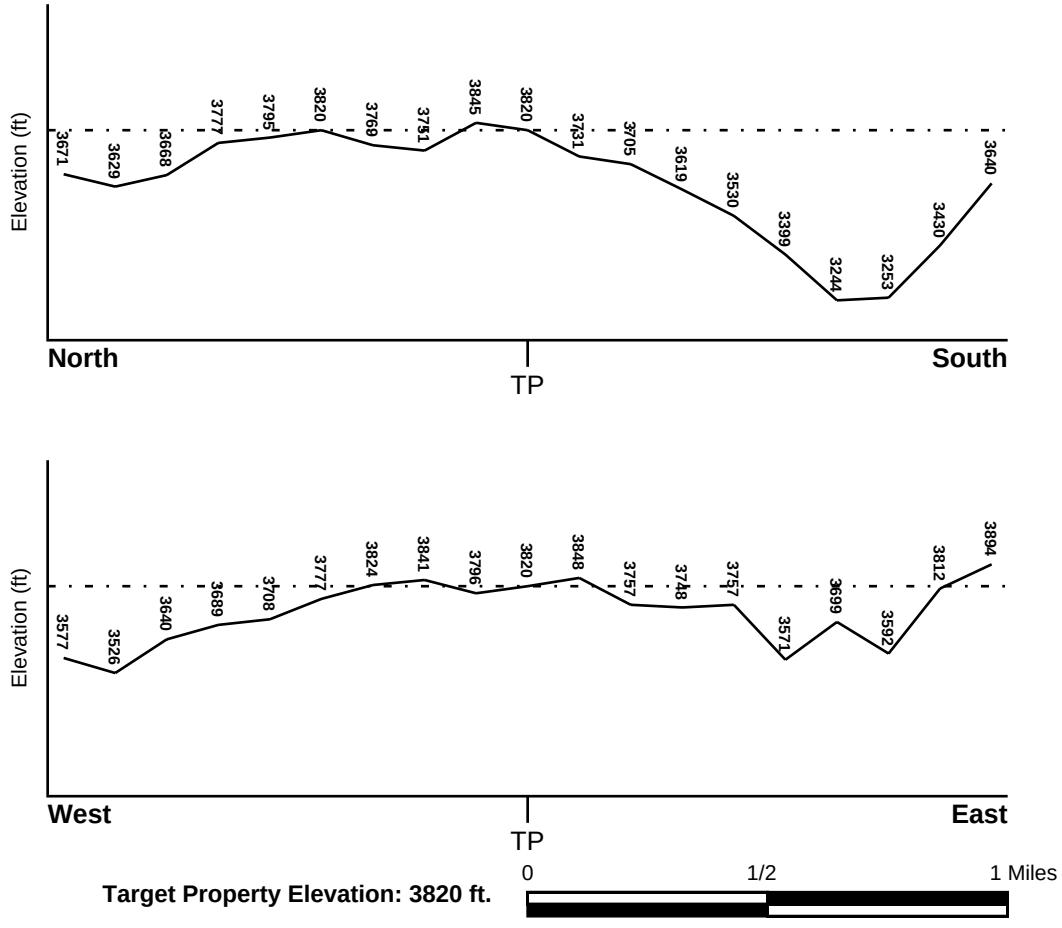
TOPOGRAPHIC INFORMATION

Surface topography may be indicative of the direction of surficial groundwater flow. This information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

TARGET PROPERTY TOPOGRAPHY

General Topographic Gradient: General ESE

SURROUNDING TOPOGRAPHY: ELEVATION PROFILES



Source: Topography has been determined from the USGS 7.5' Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified.

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

HYDROLOGIC INFORMATION

Surface water can act as a hydrologic barrier to groundwater flow. Such hydrologic information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

Refer to the Physical Setting Source Map following this summary for hydrologic information (major waterways and bodies of water).

FEMA FLOOD ZONE

Flood Plain Panel at Target Property	FEMA Source Type
0600400525B	FEMA Q3 Flood data
Additional Panels in search area:	**FEMA Source Type**
06017C0825E	FEMA FIRM Flood data

NATIONAL WETLAND INVENTORY

NWI Quad at Target Property	NWI Electronic Data Coverage
POLLOCK PINES	YES - refer to the Overview Map and Detail Map

HYDROGEOLOGIC INFORMATION

Hydrogeologic information obtained by installation of wells on a specific site can often be an indicator of groundwater flow direction in the immediate area. Such hydrogeologic information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

Site-Specific Hydrogeological Data*:

Search Radius:	1.25 miles
Status:	Not found

AQUIFLOW®

Search Radius: 1.000 Mile.

EDR has developed the AQUIFLOW Information System to provide data on the general direction of groundwater flow at specific points. EDR has reviewed reports submitted by environmental professionals to regulatory authorities at select sites and has extracted the date of the report, groundwater flow direction as determined hydrogeologically, and the depth to water table.

MAP ID	LOCATION FROM TP	GENERAL DIRECTION GROUNDWATER FLOW
Not Reported		

* ©1996 Site−specific hydrogeological data gathered by CERCLIS Alerts, Inc., Bainbridge Island, WA. All rights reserved. All of the information and opinions presented are those of the cited EPA report(s), which were completed under a Comprehensive Environmental Response Compensation and Liability Information System (CERCLIS) investigation.

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

GROUNDWATER FLOW VELOCITY INFORMATION

Groundwater flow velocity information for a particular site is best determined by a qualified environmental professional using site specific geologic and soil strata data. If such data are not reasonably ascertainable, it may be necessary to rely on other sources of information, including geologic age identification, rock stratigraphic unit and soil characteristics data collected on nearby properties and regional soil information. In general, contaminant plumes move more quickly through sandy-gravelly types of soils than silty-clayey types of soils.

GEOLOGIC INFORMATION IN GENERAL AREA OF TARGET PROPERTY

Geologic information can be used by the environmental professional in forming an opinion about the relative speed at which contaminant migration may be occurring.

ROCK STRATIGRAPHIC UNIT

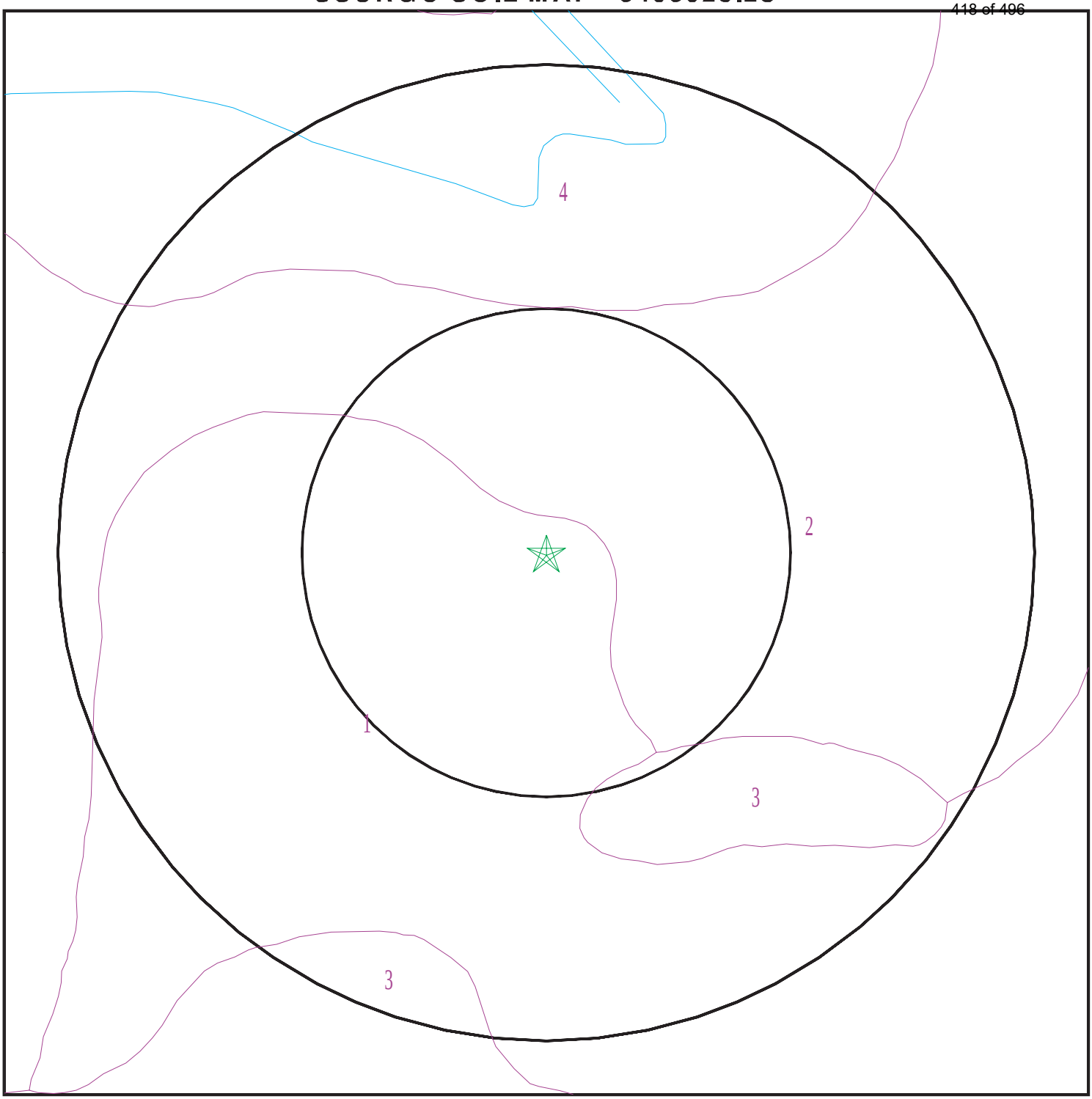
Era:	Cenozoic
System:	Tertiary
Series:	Pliocene volcanic rocks
Code:	Tpv *(decoded above as Era, System & Series)*

GEOLOGIC AGE IDENTIFICATION

Category: Volcanic Rocks

Geologic Age and Rock Stratigraphic Unit Source: P.G. Schruben, R.E. Arndt and W.J. Bawiec, Geology of the Conterminous U.S. at 1:2,500,000 Scale - a digital representation of the 1974 P.B. King and H.M. Beikman Map, USGS Digital Data Series DDS - 11 (1994).

SSURGO SOIL MAP - 5495923.2s



Target Property
SSURGO Soil
Water

0 1/16 1/8 1/4 Miles

N

SITE NAME:	6367305-TSA	CLIENT:	ODIC Environmental
ADDRESS:	5940 Pony Express Trl Camino CA 95709	CONTACT:	Frank Trinidad
LAT/LONG:	38.754991 / 120.598448	INQUIRY #:	5495923.2s
		DATE:	November 28, 2018 12:26 pm

Attachment J

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GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

DOMINANT SOIL COMPOSITION IN GENERAL AREA OF TARGET PROPERTY

The U.S. Department of Agriculture's (USDA) Soil Conservation Service (SCS) leads the National Cooperative Soil Survey (NCSS) and is responsible for collecting, storing, maintaining and distributing soil survey information for privately owned lands in the United States. A soil map in a soil survey is a representation of soil patterns in a landscape. The following information is based on Soil Conservation Service SSURGO data.

Soil Map ID: 1

Soil Component Name: MCCARTHY

Soil Surface Texture: cobbly loam

Hydrologic Group: Class B - Moderate infiltration rates. Deep and moderately deep, moderately well and well drained soils with moderately coarse textures.

Soil Drainage Class: Well drained

Hydric Status: Not hydric

Corrosion Potential - Uncoated Steel: High

Depth to Bedrock Min: > 0 inches

Depth to Watertable Min: > 0 inches

Soil Layer Information							
	Boundary			Classification		Saturated hydraulic conductivity micro m/sec	Soil Reaction (pH)
Layer	Upper	Lower	Soil Texture Class	AASHTO Group	Unified Soil		
1	0 inches	9 inches	cobbly loam	Not reported	Not reported	Max: Min:	Max: Min:
2	9 inches	38 inches	very cobbly loam	Not reported	Not reported	Max: Min:	Max: Min:
3	38 inches	42 inches	weathered bedrock	Not reported	Not reported	Max: Min:	Max: Min:

Soil Map ID: 2

Soil Component Name: COHASSET

Soil Surface Texture: loam

Hydrologic Group: Class B - Moderate infiltration rates. Deep and moderately deep, moderately well and well drained soils with moderately coarse textures.

Soil Drainage Class: Well drained

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

Hydric Status: Not hydric

Corrosion Potential - Uncoated Steel: Moderate

Depth to Bedrock Min: > 0 inches

Depth to Watertable Min: > 0 inches

Soil Layer Information							
	Boundary			Classification		Saturated hydraulic conductivity micro m/sec	Soil Reaction (pH)
Layer	Upper	Lower	Soil Texture Class	AASHTO Group	Unified Soil		
1	0 inches	14 inches	loam	Not reported	Not reported	Max: Min:	Max: Min:
2	14 inches	46 inches	clay loam	Not reported	Not reported	Max: Min:	Max: Min:
3	46 inches	50 inches	weathered bedrock	Not reported	Not reported	Max: Min:	Max: Min:

Soil Map ID: 3

Soil Component Name: IRON MOUNTAIN

Soil Surface Texture: cobbly sandy loam

Hydrologic Group: Class D - Very slow infiltration rates. Soils are clayey, have a high water table, or are shallow to an impervious layer.

Soil Drainage Class: Somewhat excessively drained

Hydric Status: Not hydric

Corrosion Potential - Uncoated Steel: Moderate

Depth to Bedrock Min: > 32 inches

Depth to Watertable Min: > 0 inches

Soil Layer Information							
	Boundary			Classification		Saturated hydraulic conductivity micro m/sec	Soil Reaction (pH)
Layer	Upper	Lower	Soil Texture Class	AASHTO Group	Unified Soil		
1	0 inches	11 inches	cobbly sandy loam	Not reported	Not reported	Max: Min:	Max: Min:
2	11 inches	16 inches	unweathered bedrock	Not reported	Not reported	Max: Min:	Max: Min:

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

Soil Map ID: 4

Soil Component Name: COHASSET

Soil Surface Texture: loam

Hydrologic Group: Class B - Moderate infiltration rates. Deep and moderately deep, moderately well and well drained soils with moderately coarse textures.

Soil Drainage Class: Well drained

Hydric Status: Not hydric

Corrosion Potential - Uncoated Steel: Moderate

Depth to Bedrock Min: > 0 inches

Depth to Watertable Min: > 0 inches

Soil Layer Information							
	Boundary			Classification		Saturated hydraulic conductivity micro m/sec	Soil Reaction (pH)
Layer	Upper	Lower	Soil Texture Class	AASHTO Group	Unified Soil		
1	0 inches	14 inches	loam	Not reported	Not reported	Max: Min:	Max: Min:
2	14 inches	46 inches	clay loam	Not reported	Not reported	Max: Min:	Max: Min:
3	46 inches	50 inches	weathered bedrock	Not reported	Not reported	Max: Min:	Max: Min:

LOCAL / REGIONAL WATER AGENCY RECORDS

EDR Local/Regional Water Agency records provide water well information to assist the environmental professional in assessing sources that may impact ground water flow direction, and in forming an opinion about the impact of contaminant migration on nearby drinking water wells.

WELL SEARCH DISTANCE INFORMATION

DATABASE	SEARCH DISTANCE (miles)
Federal USGS	1.000
Federal FRDS PWS	Nearest PWS within 1 mile
State Database	1.000

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

FEDERAL USGS WELL INFORMATION

MAP ID	WELL ID	LOCATION FROM TP
No Wells Found		

FEDERAL FRDS PUBLIC WATER SUPPLY SYSTEM INFORMATION

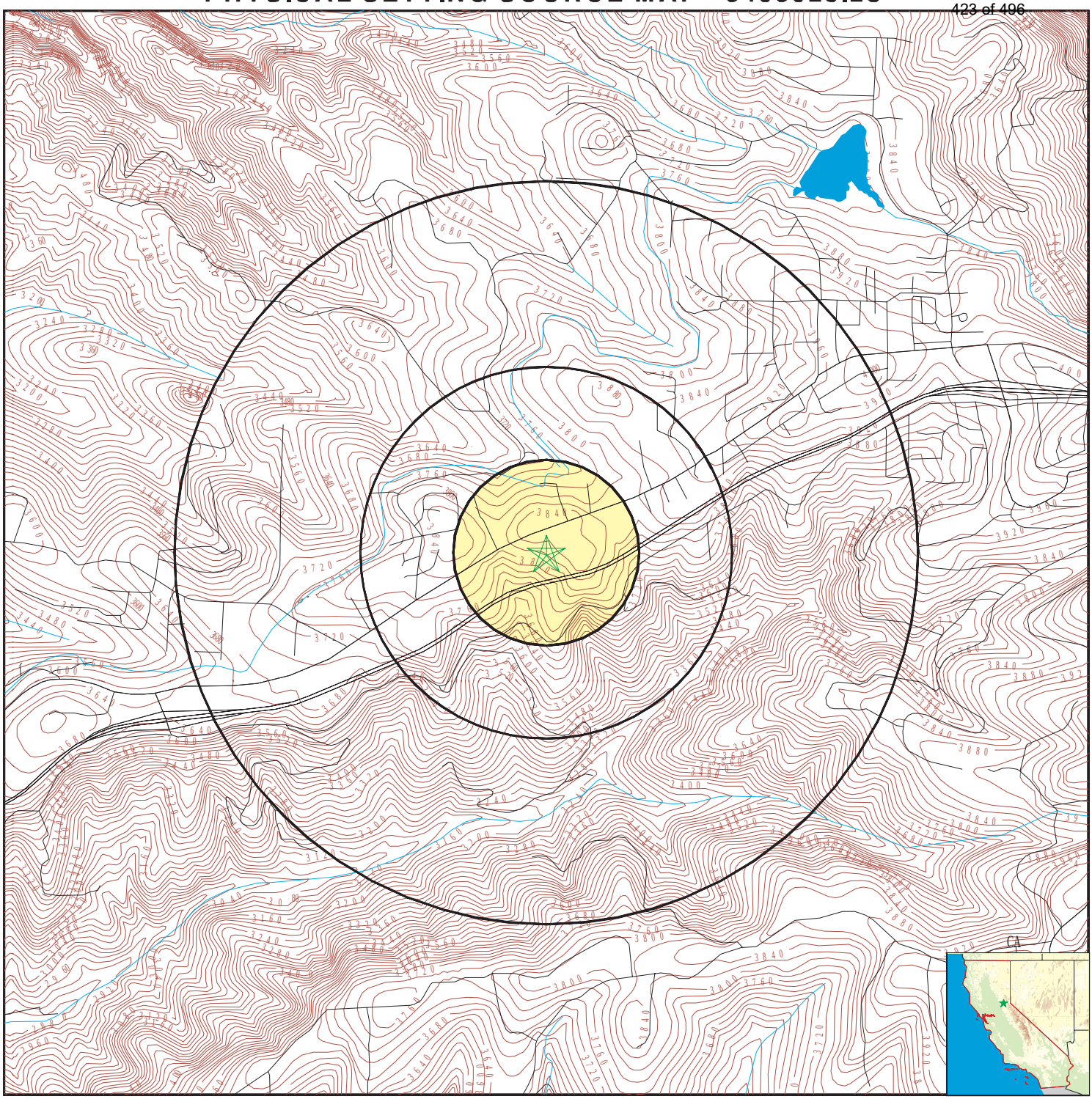
MAP ID	WELL ID	LOCATION FROM TP
No PWS System Found		

Note: PWS System location is not always the same as well location.

STATE DATABASE WELL INFORMATION

MAP ID	WELL ID	LOCATION FROM TP
No Wells Found		

PHYSICAL SETTING SOURCE MAP - 5495923.2S



- County Boundary
- Major Roads
- Contour Lines
- Earthquake Fault Lines
- Earthquake epicenter, Richter 5 or greater
- Water Wells
- Public Water Supply Wells
- Cluster of Multiple Icons
- Groundwater Flow Direction
- GI Indeterminate Groundwater Flow at Location
- GV Groundwater Flow Varies at Location
- HD Closest Hydrogeological Data
- Oil, gas or related wells

SITE NAME:	6367305-TSA	CLIENT:	ODIC Environmental
ADDRESS:	5940 Pony Express Trl Camino CA 95709	CONTACT:	Frank Trinidad
		INQUIRY #:	5495923.2s
LAT/LONG:	38.754991 / 120.598448	DATE:	November 28, 2018 12:26 pm

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GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS
RADON

AREA RADON INFORMATION

State Database: CA Radon

Radon Test Results

Zipcode	Num Tests	> 4 pCi/L
95709	9	0

Federal EPA Radon Zone for EL DORADO County: 2

Note: Zone 1 indoor average level > 4 pCi/L.
: Zone 2 indoor average level >= 2 pCi/L and <= 4 pCi/L.
: Zone 3 indoor average level < 2 pCi/L.

Federal Area Radon Information for Zip Code: 95709

Number of sites tested: 2

Area	Average Activity	% <4 pCi/L	% 4-20 pCi/L	% >20 pCi/L
Living Area - 1st Floor	1.500 pCi/L	100%	0%	0%
Living Area - 2nd Floor	Not Reported	Not Reported	Not Reported	Not Reported
Basement	Not Reported	Not Reported	Not Reported	Not Reported

PHYSICAL SETTING SOURCE RECORDS SEARCHED

TOPOGRAPHIC INFORMATION

USGS 7.5' Digital Elevation Model (DEM)
Source: United States Geologic Survey
EDR acquired the USGS 7.5' Digital Elevation Model in 2002 and updated it in 2006. The 7.5 minute DEM corresponds to the USGS 1:24,000- and 1:25,000-scale topographic quadrangle maps. The DEM provides elevation data with consistent elevation units and projection.

Current USGS 7.5 Minute Topographic Map
Source: U.S. Geological Survey

HYDROLOGIC INFORMATION

Flood Zone Data: This data was obtained from the Federal Emergency Management Agency (FEMA). It depicts 100-year and 500-year flood zones as defined by FEMA. It includes the National Flood Hazard Layer (NFHL) which incorporates Flood Insurance Rate Map (FIRM) data and Q3 data from FEMA in areas not covered by NFHL.
Source: FEMA
Telephone: 877-336-2627
Date of Government Version: 2003, 2015

NWI: National Wetlands Inventory. This data, available in select counties across the country, was obtained by EDR in 2002, 2005 and 2010 from the U.S. Fish and Wildlife Service.

State Wetlands Data: Wetland Inventory
Source: Department of Fish and Wildlife
Telephone: 916-445-0411

HYDROGEOLOGIC INFORMATION

AQUIFLOW^{R} Information System
Source: EDR proprietary database of groundwater flow information
EDR has developed the AQUIFLOW Information System (AIS) to provide data on the general direction of groundwater flow at specific points. EDR has reviewed reports submitted to regulatory authorities at select sites and has extracted the date of the report, hydrogeologically determined groundwater flow direction and depth to water table information.

GEOLOGIC INFORMATION

Geologic Age and Rock Stratigraphic Unit
Source: P.G. Schruben, R.E. Arndt and W.J. Bawiec, Geology of the Conterminous U.S. at 1:2,500,000 Scale - A digital representation of the 1974 P.B. King and H.M. Beikman Map, USGS Digital Data Series DDS - 11 (1994).

STATSGO: State Soil Geographic Database
Source: Department of Agriculture, Natural Resources Conservation Service (NRCS)
The U.S. Department of Agriculture's (USDA) Natural Resources Conservation Service (NRCS) leads the national Conservation Soil Survey (NCSS) and is responsible for collecting, storing, maintaining and distributing soil survey information for privately owned lands in the United States. A soil map in a soil survey is a representation of soil patterns in a landscape. Soil maps for STATSGO are compiled by generalizing more detailed (SSURGO) soil survey maps.

SSURGO: Soil Survey Geographic Database
Source: Department of Agriculture, Natural Resources Conservation Service (NRCS)
Telephone: 800-672-5559
SSURGO is the most detailed level of mapping done by the Natural Resources Conservation Service, mapping scales generally range from 1:12,000 to 1:63,360. Field mapping methods using national standards are used to construct the soil maps in the Soil Survey Geographic (SSURGO) database. SSURGO digitizing duplicates the original soil survey maps. This level of mapping is designed for use by landowners, townships and county natural resource planning and management.

PHYSICAL SETTING SOURCE RECORDS SEARCHED

LOCAL / REGIONAL WATER AGENCY RECORDS

FEDERAL WATER WELLS

PWS: Public Water Systems
Source: EPA/Office of Drinking Water
Telephone: 202-564-3750
Public Water System data from the Federal Reporting Data System. A PWS is any water system which provides water to at least 25 people for at least 60 days annually. PWSs provide water from wells, rivers and other sources.

PWS ENF: Public Water Systems Violation and Enforcement Data
Source: EPA/Office of Drinking Water
Telephone: 202-564-3750
Violation and Enforcement data for Public Water Systems from the Safe Drinking Water Information System (SDWIS) after August 1995. Prior to August 1995, the data came from the Federal Reporting Data System (FRDS).

USGS Water Wells: USGS National Water Inventory System (NWIS)
This database contains descriptive information on sites where the USGS collects or has collected data on surface water and/or groundwater. The groundwater data includes information on wells, springs, and other sources of groundwater.

STATE RECORDS

Water Well Database
Source: Department of Water Resources
Telephone: 916-651-9648

California Drinking Water Quality Database
Source: Department of Public Health
Telephone: 916-324-2319
The database includes all drinking water compliance and special studies monitoring for the state of California since 1984. It consists of over 3,200,000 individual analyses along with well and water system information.

OTHER STATE DATABASE INFORMATION

California Oil and Gas Well Locations
Source: Department of Conservation
Telephone: 916-323-1779
Oil and Gas well locations in the state.

RADON

State Database: CA Radon
Source: Department of Health Services
Telephone: 916-324-2208
Radon Database for California

Area Radon Information
Source: USGS
Telephone: 703-356-4020
The National Radon Database has been developed by the U.S. Environmental Protection Agency (USEPA) and is a compilation of the EPA/State Residential Radon Survey and the National Residential Radon Survey. The study covers the years 1986 - 1992. Where necessary data has been supplemented by information collected at private sources such as universities and research institutions.

EPA Radon Zones
Source: EPA
Telephone: 703-356-4020
Sections 307 & 309 of IRAA directed EPA to list and identify areas of U.S. with the potential for elevated indoor radon levels.

PHYSICAL SETTING SOURCE RECORDS SEARCHED

OTHER

Airport Landing Facilities: Private and public use landing facilities
Source: Federal Aviation Administration, 800-457-6656

Epicenters: World earthquake epicenters, Richter 5 or greater
Source: Department of Commerce, National Oceanic and Atmospheric Administration

California Earthquake Fault Lines: The fault lines displayed on EDR's Topographic map are digitized quaternary fault lines, prepared in 1975 by the United State Geological Survey. Additional information (also from 1975) regarding activity at specific fault lines comes from California's Preliminary Fault Activity Map prepared by the California Division of Mines and Geology.

STREET AND ADDRESS INFORMATION

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APPENDIX D

HISTORICAL RECORD SEARCH

(HISTORICAL SANBORN FIRE INSURANCE MAPS / AERIAL PHOTOS / TOPO MAPS / HISTORICAL CITY DIRECTORIES / OTHER HISTORICAL RECORDS)

6367305-TSA

5940 Pony Express Trl

Camino, CA 95709

Inquiry Number: 5495923.3

November 28, 2018

Certified Sanborn® Map Report

6 Armstrong Road, 4th floor
Shelton, CT 06484
Toll Free: 800.352.0050
www.edrnet.com

Attachment J

Certified Sanborn® Map Report

11/28/18

Site Name:

6367305-TSA
5940 Pony Express Trl
Camino, CA 95709
EDR Inquiry # 5495923.3

Client Name:

ODIC Environmental
3255 Wilshire Blvd
Los Angeles, CA 90010
Contact: Frank Trinidad

The Sanborn Library has been searched by EDR and maps covering the target property location as provided by ODIC Environmental were identified for the years listed below. The Sanborn Library is the largest, most complete collection of fire insurance maps. The collection includes maps from Sanborn, Bromley, Perris & Browne, Hopkins, Barlow, and others. Only Environmental Data Resources Inc. (EDR) is authorized to grant rights for commercial reproduction of maps by the Sanborn Library LLC, the copyright holder for the collection. Results can be authenticated by visiting www.edrnet.com/sanborn.

The Sanborn Library is continually enhanced with newly identified map archives. This report accesses all maps in the collection as of the day this report was generated.

Certified Sanborn Results:

Certification # C317-4388-B677

PO # 112718

Project 6367305-TSA

UNMAPPED PROPERTY

This report certifies that the complete holdings of the Sanborn Library, LLC collection have been searched based on client supplied target property information, and fire insurance maps covering the target property were not found.

Sanborn® Library search results

Certification #: C317-4388-B677

The Sanborn Library includes more than 1.2 million fire insurance maps from Sanborn, Bromley, Perris & Browne, Hopkins, Barlow and others which track historical property usage in approximately 12,000 American cities and towns. Collections searched:

- ☑ Library of Congress
- ☑ University Publications of America
- ☑ EDR Private Collection

The Sanborn Library LLC Since 1866™

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6367305-TSA
5940 Pony Express Trl
Camino, CA 95709

Inquiry Number: 5495923.5
November 30, 2018

The EDR-City Directory Abstract

Environmental Data Resources Inc

6 Armstrong Road
Shelton, CT 06484
800.352.0050
www.edrnet.com

TABLE OF CONTENTS

SECTION

Executive Summary

Findings

City Directory Images

Thank you for your business.
Please contact EDR at 1-800-352-0050
with any questions or comments.

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This Report contains certain information obtained from a variety of public and other sources reasonably available to Environmental Data Resources, Inc. It cannot be concluded from this Report that coverage information for the target and surrounding properties does not exist from other sources. **NO WARRANTY EXPRESSED OR IMPLIED, IS MADE WHATSOEVER IN CONNECTION WITH THIS REPORT. ENVIRONMENTAL DATA RESOURCES, INC. SPECIFICALLY DISCLAIMS THE MAKING OF ANY SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. ALL RISK IS ASSUMED BY THE USER. IN NO EVENT SHALL ENVIRONMENTAL DATA RESOURCES, INC. BE LIABLE TO ANYONE, WHETHER ARISING OUT OF ERRORS OR OMISSIONS, NEGLIGENCE, ACCIDENT OR ANY OTHER CAUSE, FOR ANY LOSS OR DAMAGE, INCLUDING, WITHOUT LIMITATION, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES. ANY LIABILITY ON THE PART OF ENVIRONMENTAL DATA RESOURCES, INC. IS STRICTLY LIMITED TO A REFUND OF THE AMOUNT PAID FOR THIS REPORT.** Purchaser accepts this Report "AS IS". Any analyses, estimates, ratings, environmental risk levels or risk codes provided in this Report are provided for illustrative purposes only, and are not intended to provide, nor should they be interpreted as providing any facts regarding, or prediction orforecast of, any environmental risk for any property. Only a Phase I Environmental Site Assessment performed by an environmental professional can provide information regarding the environmental risk for any property. Additionally, the information provided in this Report is not to be construed as legal advice.

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EXECUTIVE SUMMARY

DESCRIPTION

Environmental Data Resources, Inc.'s (EDR) City Directory Abstract is a screening tool designed to assist environmental professionals in evaluating potential liability on a target property resulting from past activities. EDR's City Directory Abstract includes a search and abstract of available city directory data. For each address, the directory lists the name of the corresponding occupant at five year intervals.

RECORD SOURCES

EDR's Digital Archive combines historical directory listings from sources such as Cole Information and Dun & Bradstreet. These standard sources of property information complement and enhance each other to provide a more comprehensive report.

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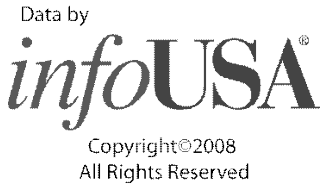


RESEARCH SUMMARY

The following research sources were consulted in the preparation of this report. An "X" indicates where information was identified in the source and provided in this report.

Year	Source	TP	Adjoining	Text Abstract	Source Image
2010	Haines Criss-Cross Directory	X	X	X	-
2005	Haines Criss-Cross Directory	X	X	X	-
1999	Haines Criss-Cross Directory	X	X	X	-
1994	Haines Criss-Cross Directory	X	X	X	-
1989	Haines Criss-Cross Directory	X	X	X	-
1985	Haines Criss-Cross Directory	X	X	X	-
1980	Haines Criss-Cross Directory	X	X	X	-
1974	Haines Criss-Cross Directory	X	X	X	-
1970	Haines Criss-Cross Directory	-	-	-	-

FINDINGS

TARGET PROPERTY INFORMATION

ADDRESS

5940 Pony Express Trl
Camino, CA 95709

FINDINGS DETAIL

Target Property research detail.

Pony Express Trl

5940 Pony Express Trl

Year	*Uses*	*Source*
2010	Best Western Stagecoach Inn	Haines Criss-Cross Directory
	Residential	Haines Criss-Cross Directory
2005	Best Western Stagecoach Inn	Haines Criss-Cross Directory
	Stagecoach Motor Inn Business Office	Haines Criss-Cross Directory
1999	Stagecoach Motor Inn Business Office	Haines Criss-Cross Directory
1994	Stagecoach Motor Inn	Haines Criss-Cross Directory
1989	Stagecoach Motor Inn	Haines Criss-Cross Directory
1985	Residential	Haines Criss-Cross Directory
	Stagecoach Motor Inn	Haines Criss-Cross Directory
	Willco Building	Haines Criss-Cross Directory
1980	No Return	Haines Criss-Cross Directory
1974	No Return	Haines Criss-Cross Directory

FINDINGS

ADJOINING PROPERTY DETAIL

The following Adjoining Property addresses were researched for this report. Detailed findings are provided for each address.

Pony Express Trl

5923 Pony Express Trl

Year	Uses	Source
2010	Residential	Haines Criss-Cross Directory
2005	Residential	Haines Criss-Cross Directory
1999	No Return	Haines Criss-Cross Directory
1994	No Return	Haines Criss-Cross Directory
1989	Residential	Haines Criss-Cross Directory
1985	Residential	Haines Criss-Cross Directory
1980	Residential	Haines Criss-Cross Directory
1974	Residential	Haines Criss-Cross Directory

5933 Pony Express Trl

Year	Uses	Source
2010	Residential	Haines Criss-Cross Directory
2005	Residential	Haines Criss-Cross Directory

5936 Pony Express Trl

Year	Uses	Source
2010	Residential	Haines Criss-Cross Directory
	U Turn 4 Christ	Haines Criss-Cross Directory
2005	No Return	Haines Criss-Cross Directory
1999	Residential	Haines Criss-Cross Directory
1994	No Return	Haines Criss-Cross Directory
1989	No Return	Haines Criss-Cross Directory
1985	Residential	Haines Criss-Cross Directory
1980	Residential	Haines Criss-Cross Directory
1974	Residential	Haines Criss-Cross Directory

5941 Pony Express Trl

Year	Uses	Source
2010	Residential	Haines Criss-Cross Directory
2005	Residential	Haines Criss-Cross Directory
1999	Residential	Haines Criss-Cross Directory
1994	No Return	Haines Criss-Cross Directory

FINDINGS

Year	Uses	Source
1989	Residential	Haines Criss-Cross Directory
1985	Residential	Haines Criss-Cross Directory
1980	Residential	Haines Criss-Cross Directory
1974	Residential	Haines Criss-Cross Directory

5945 Pony Express Trl

Year	Uses	Source
2010	Residential	Haines Criss-Cross Directory
2005	Residential	Haines Criss-Cross Directory

5949 Pony Express Trl

Year	Uses	Source
2010	No Return	Haines Criss-Cross Directory
2005	Residential	Haines Criss-Cross Directory

FINDINGS

ADJOINING PROPERTY: ADDRESSES NOT IDENTIFIED IN RESEARCH SOURCE

The following Adjoining Property addresses were researched for this report, and the addresses were not identified in research source.

Address Researched	Address Not Identified in Research Source
5923 Pony Express Trl	No Years Found
5933 Pony Express Trl	1999, 1994, 1989, 1985, 1980, 1974
5936 Pony Express Trl	No Years Found
5941 Pony Express Trl	No Years Found
5945 Pony Express Trl	1999, 1994, 1989, 1985, 1980, 1974
5949 Pony Express Trl	1999, 1994, 1989, 1985, 1980, 1974

STREET NOT IDENTIFIED IN RESEARCH SOURCE

The following Streets were researched for this report, and the Streets were not identified in the research source.

Street Researched	Street Not Identified in Research Source
Pony Express Trl	1970

APPENDIX E
PUBLIC AGENCY RECORDS / OTHER DOCUMENTS

Property Profile

Property Data

Site Address:

5940 Pony Express Trl
Pollock Pines, CA 95726

Mail Address:

Po Box 657
Pollock Pines, CA 95726

Primary Owner: CHOI YEOL
Secondary Owner:
APN: 101-201-080-000
Census Tract: 0313.02
Housing Tract Number:
Legal Description: SEC 36 11 12
Subdivision:
Property County: El Dorado County

Property Characteristics

Bedrooms: 0	Year Built: 1982	Square Feet: 0
Bathrooms: 0	Use Code: Hotel/Motel	Lot Size: 2.12 Acres
Total Rooms:	Number of Units: 27	Garage:
Zoning:	Amenities:	
Number of Stories:	Building Style:	Coords: 38.754991,-120.598448

Sale & Loan Information

Transfer Date: 07/07/1992	Seller: N/A	Document:
Transfer Value: $0.00	Cost/Sq Feet: NaN	Title Company:
First Loan Amt: $0.00	Lender: N/a	

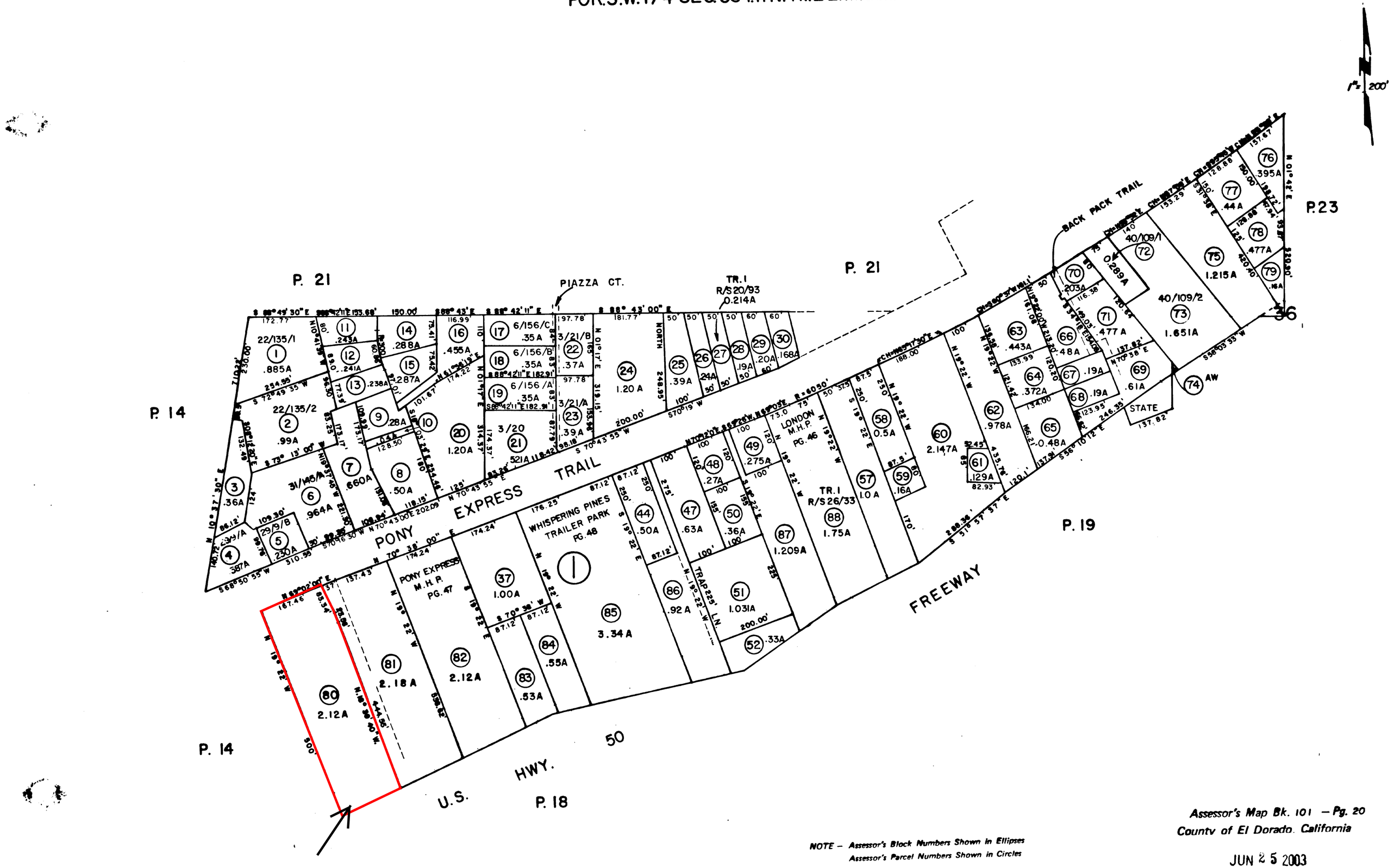
Assessed & Tax Information

Assessed Value: $1,909,785.00	Percent Improvement: 0.8604	Homeowner Exemption:
Land Value: $266,629.00	Tax Amount: $20,605.90	Tax Rate Area: 59-040
Improvement Value: $1,643,156.00	Tax Status: Current	

This informational product is being furnished free of charge as a customer service by Orange Coast Title Company (OCT) in conformance with the rules established by the California Department of Insurance. The information contained herein as well as any accompanying documents is not a full representation of the status of title to the property in question. The issuance of this information does not constitute a contract to issue a policy of title insurance on these same terms, neither express or implied. While the information contained herein is believed to be accurate, no liability is assumed by OCT either in contract, tort or otherwise for any error or omission contained herein and this information may not be relied upon in the acquisition or in any loan made on property by the recipient of this information without the issuance of a policy of title insurance.

POR.S.W.1/4 SEC.36 T.11N. R.12 E.M.D.M.

Tax Area Code 101:20



NOTE – Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

Assessor's Map Bk. 101 – Pg. 20
County of El Dorado, California

JUN 25 2003

California Environmental Reporting System (CERS) **Submittal Summary**

Verizon Wireless Pollock Pines (CERSID: 10144735)

Facility Information **Accepted Aug 30, 2018**

Submitted on 8/3/2018 2:36:10 PM by *Gina (Pimentel) Campigli* of Verizon Wireless [Northern California] (Folsom, CA)
Comments by Submitter: Annual Submittal
Submittal was ***Accepted*** on 8/30/2018 3:52:43 PM by Kevin Hart

- Business Activities
- Business Owner/Operator Identification

Hazardous Materials Inventory **Accepted Aug 30, 2018**

Submitted on 8/3/2018 2:36:10 PM by *Gina (Pimentel) Campigli* of Verizon Wireless [Northern California] (Folsom, CA)
Comments by Submitter: Annual Submittal
Submittal was ***Accepted*** on 8/30/2018 3:52:49 PM by Kevin Hart

- Hazardous Material Inventory (2)
- Site Map (Official Use Only)
  - *Annotated Site Map (Official Use Only)* (Adobe PDF, 53KB)

Emergency Response and Training Plans **Accepted Aug 30, 2018**

Submitted on 8/3/2018 2:36:10 PM by *Gina (Pimentel) Campigli* of Verizon Wireless [Northern California] (Folsom, CA)
Comments by Submitter: Annual Submittal
Submittal was ***Accepted*** on 8/30/2018 3:52:56 PM by Kevin Hart

- Emergency Response/Contingency Plan
  - *Emergency Response/Contingency Plan* (Adobe PDF, 235KB)
- Employee Training Plan
  - *Employee Training Plan* (Adobe PDF, 266KB)

California Environmental Reporting System (CERS) — Business Activities

Site Identification

Verizon Wireless Pollock Pines
5940 Pony Express Trl
Pollock Pines, CA 95726

County
El Dorado

CERS ID
10144735

EPA ID Number

Submittal Status

Submitted on 8/3/2018 by *Gina (Pimentel) Campigli* of Verizon Wireless [Northern California] (Folsom, CA)
Comments by submitter: Annual Submittal
Submittal was ***Accepted***; Processed on 8/30/2018 by *Kevin Hart* for El Dorado County Environmental Management

Hazardous Materials

Does your facility have on site (for any purpose) at any one time, hazardous materials at or above 55 gallons for liquids, 500 pounds for solids, or 200 cubic feet for compressed gases (include liquids in ASTs and USTs); or is regulated under more restrictive inventory local reporting requirements (shown below if present); or the applicable Federal threshold quantity for an extremely hazardous substance specified in 40 CFR Part 355, Appendix A or B; or handle radiological materials in quantities for which an emergency plan is required pursuant to 10 CFR Parts 30, 40 or 70?	**Yes**

Underground Storage Tank(s) (UST)

Does your facility own or operate underground storage tanks?	**No**

Hazardous Waste

Is your facility a Hazardous Waste Generator?	**No**
Does your facility treat hazardous waste on-site?	**No**
Is your facility's treatment subject to financial assurance requirements (for Permit by Rule and Conditional Authorization)?	**No**
Does your facility consolidate hazardous waste generated at a remote site?	**No**
Does your facility need to report the closure/removal of a tank that was classified as hazardous waste and cleaned on-site?	**No**
Does your facility generate in any single calendar month 1,000 kilograms (kg) (2,200 pounds) or more of federal RCRA hazardous waste, or generate in any single calendar month, or accumulate at any time, 1 kg (2.2 pounds) of RCRA acute hazardous waste; or generate or accumulate at any time more than 100 kg (220 pounds) of spill cleanup materials contaminated with RCRA acute hazardous waste.	**No**
Is your facility a Household Hazardous Waste (HHW) Collection site?	**No**

Excluded and/or Exempted Materials

Does your facility recycle more than 100 kg/month of excluded or exempted recyclable materials (per HSC 25143.2)?	**No**
Does your facility own or operate ASTs above these thresholds? Store greater than 1,320 gallons of petroleum products (new or used) in aboveground tanks or containers.	**No**
Does your facility have Regulated Substances stored onsite in quantities greater than the threshold quantities established by the California Accidental Release prevention Program (CalARP)?	**No**

Additional Information

No additional comments provided.

California Environmental Reporting System (CERS) — Business Owner Operator

Facility/Site

Verizon Wireless Pollock Pines
5940 Pony Express Trl
Pollock Pines, CA 95726

CERS ID
10144735

Submittal Status

Submitted on 8/3/2018 by *Gina (Pimentel) Campigli* of Verizon Wireless [Northern California] (Folsom, CA)
Comments by submitter: Annual Submittal
Submittal was ***Accepted***; Processed on 8/30/2018 by *Kevin Hart* for El Dorado County Environmental Management

Identification

Verizon Wireless

Operator Phone	Business Phone	Business Fax
(866) 694-2415	(866) 694-2415	(916) 357-2508

Beginning Date	Ending Date
6/1/2018	6/1/2019

Dun & Bradstreet	SIC Code	Primary NAICS
884638305	4812	517212

Facility/Site Mailing Address

295 Parkshore Drive
Folsom, CA 95630

Primary Emergency Contact

Network Operations Control Center
Title
NOCC

Business Phone	24-Hour Phone	Pager Number
(800) 264-6620	(800) 264-6620	

Owner

Verizon Wireless
(866) 694-2415
295 Parkshore Drive
Folsom, CA 95630

Secondary Emergency Contact

Network Operations Control Center
Title
NOCC

Business Phone	24-Hour Phone	Pager Number
(800) 264-6620	(800) 264-6620	

Billing Contact

Environmental Compliance
(866) 694-2415 Armand.Delgado@VerizonWireless.Com
295 Parkshore Drive
Folsom, CA 95630

Environmental Contact

Environmental Compliance
(866) 694-2415 Armand.Delgado@VerizonWireless.Com
295 Parkshore Drive
Folsom, CA 95630

Name of Signer	Signer Title	Document Preparer
armand delgado	environmental compliance mgr	Steve Skanderson

Additional Information

Locally-collected Fields

Some or all of the following fields may be required by your local regulator(s).

Property Owner

Phone

Mailing Address

,

Assessor Parcel Number (APN)

Number of Employees
0

Facility ID

Hazardous Materials And Wastes Inventory Matrix Report

CERS Business/Org. **Verizon Wireless [Northern California]**
Facility Name **Verizon Wireless Pollock Pines**
5940 Pony Express Trl, Pollock Pines 95726

Chemical Location **Above Ground Storage Tank / 210 Gals**

CERS ID **10144735**
Facility ID
Status **Submitted** on 8/3/2018 2:36 PM

DOT Code/Fire Haz. Class	Common Name	Unit	Quantities: Max. Daily	Largest Cont.	Avg. Daily	Annual Waste Amount	Federal Hazard Categories	Hazardous Components (For mixture only): Component Name	% Wt	EHS	CAS No.
DOT: 3 - Flammable and Combustible Liquids Combustible Liquid, Class II	**Diesel Fuel No. 2** CAS No 68476-34-6	**Gallons** State Liquid Type Pure	**210** Storage Container Aboveground Tank Days on Site: 365	**210**	180 Pressue Ambient Temperature Ambient	Waste Code	- Physical Flammable - Health Carcinogenicity - Health Acute Toxicity - Health Skin Corrosion Irritation - Health Respiratory Skin Sensitization - Health Serious Eye Damage Eye Irritation - Health Specific Target Organ Toxicity - Health Aspiration Hazard				

Hazardous Materials And Wastes Inventory Matrix Report

CERS Business/Org. **Verizon Wireless [Northern California]**
Facility Name **Verizon Wireless Pollock Pines**
5940 Pony Express Trl, Pollock Pines 95726

Chemical Location **Sealed Battery Case / 24 Enersys DDm85-25**

CERS ID **10144735**
Facility ID
Status **Submitted** on 8/3/2018 2:36 PM

DOT Code/Fire Haz. Class	Common Name	Unit	Quantities: Max. Daily	Quantities: Largest Cont.	Quantities: Avg. Daily	Annual Waste Amount	Federal Hazard Categories	Hazardous Components (For mixture only): Component Name	% Wt	EHS	CAS No.
DOT: 8 - Corrosives (Liquids and Solids) Corrosive, Water Reactive, Class 2	**Lead Acid Battery** CAS No 7664-93-9	**Gallons** State Liquid Type Mixture	**74.4** Storage Container Other Days on Site: 365	**3.1**	74.4 Pressue Ambient Temperature Ambient	Waste Code	- Physical Corrosive To Metal - Health Carcinogenicity - Health Acute Toxicity - Health Reproductive Toxicity - Health Skin Corrosion Irritation - Health Serious Eye Damage Eye Irritation - Health Specific Target Organ Toxicity	%Sulfuric Acid in Electrolyte by Weight	30 %	✓	7664-93-9

MAP# 1

ANNOTATED SITE MAP

Drawn By: Stantec

BUSINESS NAME VERIZON WIRELESS – POLLOCK PINES

DATE 8/16/2016

BUSINESS ADDRESS 5940 PONY EXPRESS TRAIL POLLOCK PINES

ZIP CODE 95726

DRAWING SCALE
NOT TO SCALE

County of El Dorado and City of Placerville
20-CDBG-CV2-3-00134
447 of 496

Attachment J

A B C D E F G H I J

1 2 3 4 5 6 7

NORTH

NOTE: FACILITY HAS NO EMERGENCY SHUTOFFS. EQUIPMENT IS ALWAYS ENERGIZED BY BATTERIES AND GENERATOR BACK–UPS.

PONY EXPRESS TRAIL

RESIDENTIAL

RESIDENTIAL

RESIDENTIAL

RESIDENTIAL

PARKING

HOTEL BEST WESTERN

STAGING AREA

PARKING

ACCESS

TREED AREA

TREED AREA

TREED AREA

VERIZON WIRELESS SITE

VERIZON WIRELESS EQUIPMENT SHELTER WITH BATTERIES AND EMERGENCY RESPONSE EQUIPMENT

VERIZON'S DIESEL FUEL TANK

TOWER

FLOW

FLOW

FLOW

ACCESS

ACCESS GATE

METER

US HWY 50

CALIFORNIA ENVIRONMENTAL REPORTING SYSTEM (CERS)

CONSOLIDATED EMERGENCY RESPONSE / CONTINGENCY PLAN

Prior to completing this Plan, please refer to the INSTRUCTIONS FOR COMPLETING A CONSOLIDATED CONTINGENCY PLAN

A. FACILITY IDENTIFICATION AND OPERATIONS OVERVIEW

FACILITY ID # 1.	CERS ID A1.	DATE OF PLAN PREPARATION/REVISION A2.

BUSINESS NAME *(Same as Facility Name or DBA - Doing Business As)* 3.
Verizon Wireless Pollock Pines

BUSINESS SITE ADDRESS 103.
5940 Pony Express Trail

BUSINESS SITE CITY 104.		ZIP CODE 105.
Pollock Pines	CA	95726

TYPE OF BUSINESS (e.g., Painting Contractor) A3.	INCIDENTAL OPERATIONS (e.g., Fleet Maintenance) A4.
Wireless	

THIS PLAN COVERS CHEMICAL SPILLS, FIRES, AND EARTHQUAKES INVOLVING: (Check all that apply) A5.

☒ 1. HAZARDOUS MATERIALS; ☐ 2. HAZARDOUS WASTES

B. INTERNAL RESPONSE

INTERNAL FACILITY EMERGENCY RESPONSE WILL OCCUR VIA: (Check all that apply) B1.

☐ 1. CALLING PUBLIC EMERGENCY RESPONDERS (i.e., 9-1-1)
☒ 2. CALLING HAZARDOUS WASTE CONTRACTOR
☐ 3. ACTIVATING IN-HOUSE EMERGENCY RESPONSE TEAM

C. EMERGENCY COMMUNICATIONS, PHONE NUMBERS AND NOTIFICATIONS

Whenever there is an imminent or actual emergency situation such as an explosion, fire, or release, the Emergency Coordinator (or his/her designee when the Emergency Coordinator is on call) shall:

1. Activate internal facility alarms or communications systems, where applicable, to notify all facility personnel.
2. Notify appropriate local authorities (i.e., call 9-1-1).
3. Notify the California Emergency Management Agency at (800) 852-7550.

Before facility operations are resumed in areas of the facility affected by the incident, the emergency coordinator shall notify the California Department of Toxic Substances Control (DTSC), the local Unified Program Agency (UPA), and the local fire department's hazardous materials program that the facility is in compliance with requirements to:

1. Provide for proper storage and disposal of recovered waste, contaminated soil or surface water, or any other material that results from an explosion, fire, or release at the facility; and
2. Ensure that no material that is incompatible with the released material is transferred, stored, or disposed of in areas of the facility affected by the incident until cleanup procedures are completed.

INTERNAL FACILITY EMERGENCY COMMUNICATIONS OR ALARM NOTIFICATION WILL OCCUR VIA: (Check all that apply) C1.

☒ 1. VERBAL WARNINGS;	☐ 2. PUBLIC ADDRESS OR INTERCOM SYSTEM;	☒ 3. TELEPHONE;
☐ 4. PAGERS;	☐ 5. ALARM SYSTEM;	☐ 6. PORTABLE RADIO

NOTIFICATIONS TO NEIGHBORING FACILITIES THAT MAY BE AFFECTED BY AN OFF-SITE RELEASE WILL OCCUR BY: (Check all that apply) C2.

☒ 1. VERBAL WARNINGS;	☐ 2. PUBLIC ADDRESS OR INTERCOM SYSTEM;	☒ 3. TELEPHONE;
☐ 4. PAGERS;	☐ 5. ALARM SYSTEM;	☐ 6. PORTABLE RADIO

EMERGENCY RESPONSE PHONE NUMBERS:		
	AMBULANCE, FIRE, POLICE AND CHP	9-1-1
	CALIFORNIA EMERGENCY MANAGEMENT AGENCY (CAL/EMA)	(800) 852-7550
	NATIONAL RESPONSE CENTER (NRC)	(800) 424-8802
	POISON CONTROL CENTER	(800) 222-1222
	LOCAL UNIFIED PROGRAM AGENCY (UPA/CUPA)	(530) 621-5300 C3.
	OTHER (Specify): C4.	C5.

NEAREST MEDICAL FACILITY / HOSPITAL NAME: Marshall Medical C6. (530) 622-1441 C7.

AGENCY NOTIFICATION PHONE NUMBERS:		
	CALIFORNIA DEPT. OF TOXIC SUBSTANCES CONTROL (DTSC)	(916) 255-3545
	REGIONAL WATER QUALITY CONTROL BOARD	(916) 464-3291 C8.
	U.S. ENVIRONMENTAL PROTECTION AGENCY (US EPA)	(800) 300-2193
	CALIFORNIA DEPT OF FISH AND GAME (DFG)	(916) 358-2900
	U.S. COAST GUARD	(202) 267-2180
	CAL/OSHA	(916) 263-2800
	STATE FIRE MARSHAL	(916) 445-8200
	OTHER (Specify): C9.	C10.
	OTHER (Specify): C11.	C12.

CERS Consolidated Emergency Response / Contingency Plan – Page 2 of 4 **Rev. 06/27/11**

D. EMERGENCY CONTAINMENT AND CLEANUP PROCEDURES

SPILL PREVENTION, CONTAINMENT, AND CLEANUP PROCEDURES: (Check all boxes that apply to indicate your procedures for containing spills, releases, fires or explosions; and. preventing and mitigating associated harm to persons, property, and the environment.)

D1.

- [x] 1. MONITOR FOR LEAKS, RUPTURES, PRESSURE BUILD-UP, ETC.;
- [x] 2. PROVIDE STRUCTURAL PHYSICAL BARRIERS (e.g., Portable spill containment walls);
- [x] 3. PROVIDE ABSORBENT PHYSICAL BARRIERS (e.g., Pads, pigs, pillows);
- [x] 4. COVER OR BLOCK FLOOR AND/ OR STORM DRAINS;
- [x] 5. BUILT-IN BERM IN WORK / STORAGE AREA;
- [ ] 6. AUTOMATIC FIRE SUPPRESSION SYSTEM;
- [x] 7. ELIMINATE SOURCES OF IGNITION FOR FLAMMABLE HAZARDS (e.g. Flammable liquids, Propane);
- [ ] 8. STOP PROCESSES AND/OR OPERATIONS;
- [ ] 9. AUTOMATIC / ELECTRONIC EQUIPMENT SHUT-OFF SYSTEM;
- [ ] 10. SHUT-OFF WATER, GAS, ELECTRICAL UTILITIES AS APPROPRIATE;
- [x] 11. CALL 9-1-1 FOR PUBLIC EMERGENCY RESPONDER ASSISTANCE / MEDICAL AID;
- [x] 12. NOTIFY AND EVACUATE PERSONS IN ALL THREATENED AREAS;
- [x] 13. ACCOUNT FOR EVACUATED PERSONS IMMEDIATELY AFTER EVACUATION CALL;
- [ ] 14. PROVIDE PROTECTIVE EQUIPMENT FOR ON-SITE RESPONSE TEAM;
- [x] 15. REMOVE OR ISOLATE CONTAINERS / AREA AS APPROPRIATE;
- [x] 16. HIRE LICENSED HAZARDOUS WASTE CONTRACTOR;
- [x] 17. USE ABSORBENT MATERIAL FOR SPILLS WITH SUBSEQUENT PROPER LABELING, STORAGE, AND HAZARDOUS WASTE DISPOSAL AS APPROPRIATE;
- [ ] 18. SUCTION USING SHOP VACUUM WITH SUBSEQUENT PROPER LABELING, STORAGE, AND HAZARDOUS WASTE DISPOSAL AS APPROPRIATE;
- [ ] 19. WASH / DECONTAMINATE EQUIPMENT W/ CONTAINMENT and DISPOSAL OF EFFLUENT / RINSATE AS HAZARDOUS WASTE;
- [x] 20. PROVIDE SAFE TEMPORARY STORAGE OF EMERGENCY-GENERATED WASTES;
- [ ] 21. OTHER (Specify):

D2.

E. FACILITY EVACUATION

THE FOLLOWING ALARM SIGNAL(S) WILL BE USED TO BEGIN EVACUATION OF THE FACILITY (CHECK ALL THAT APPLY): E1.

- [ ] 1. BELLS;
- [ ] 2. HORNS/SIRENS;
- [x] 3. VERBAL (I.E., SHOUTING);
- [ ] 4. OTHER (Specify):

E2.

THE FOLLOWING LOCATION(S) IS/ARE EVACUEE EMERGENCY ASSEMBLY AREA(S) (i.e., Front parking lot, specific street corner, etc.) E3.

Tech vehicle

Note: The Emergency Coordinator must account for all on site employees and/or site visitors after evacuation.

- [ ] EVACUATION ROUTE MAP(S) POSTED AS REQUIRED E4.

Note: The map(s) must show primary and alternate evacuation routes, emergency exits, and primary and alternate staging areas, and must be prominently posted throughout the facility in locations where it will be visible to employees and visitors.

F. ARRANGEMENTS FOR EMERGENCY SERVICES

Explanation of Requirement: Advance arrangements with local fire and police departments, hospitals, and/or emergency services contractors should be made as appropriate for your facility. You may determine that such arrangements are not necessary.

ADVANCE ARRANGEMENTS FOR LOCAL EMERGENCY SERVICES (Check one of the following) F1.

- [ ] 1. HAVE BEEN DETERMINED NOT NECESSARY; *or*
- [x] 2. THE FOLLOWING ARRANGEMENTS HAVE BEEN MADE (Specify):

F2.

Clean up contractor

CERS Consolidated Emergency Response / Contingency Plan – Page 3 of 4 **Rev. 06/27/11**

G. EMERGENCY EQUIPMENT

Check all boxes that apply to list emergency response equipment available at the facility and identify the location(s) where the equipment is kept and the equipment's capability, if applicable. [e.g., ☒ CHEMICAL PROTECTIVE GLOVES | Spill response kit | One time use, Oil & solvent resistant only.]

TYPE	EQUIPMENT AVAILABLE G1.	LOCATION	CAPABILITY *(If applicable)*
Safety and First Aid	1. ☒ CHEMICAL PROTECTIVE SUITS, APRONS, OR VESTS	G2. Shelter or Tech Vehicle	G3.
	2. ☒ CHEMICAL PROTECTIVE GLOVES	G4. Shelter or Tech Vehicle	G5.
	3. ☒ CHEMICAL PROTECTIVE BOOTS	G6. Shelter or Tech Vehicle	G7.
	4. ☒ SAFETY GLASSES / GOGGLES / SHIELDS	G8. Shelter or Tech Vehicle	G9.
	5. ☐ HARD HATS	G10.	G11.
	6. ☐ CARTRIDGE RESPIRATORS	G12.	G13.
	7. ☐ SELF-CONTAINED BREATHING APPARATUS (SCBA)	G14.	G15.
	8. ☒ FIRST AID KITS / STATIONS	G16. Shelter or Tech Vehicle	G17.
	9. ☐ PLUMBED EYEWASH FOUNTAIN / SHOWER	G18.	G19.
	10. ☒ PORTABLE EYEWASH KITS	G20. Shelter or Tech Vehicle	G21.
	11. ☐ OTHER	G22.	G23.
	12. ☐ OTHER	G24.	G25.
Fire Fighting	13. ☒ PORTABLE FIRE EXTINGUISHERS	G26. Shelter or Tech Vehicle	G27.
	14. ☐ FIXED FIRE SYSTEMS / SPRINKLERS / FIRE HOSES	G28.	G29.
	15. ☐ FIRE ALARM BOXES OR STATIONS	G30.	G31.
	16. ☐ OTHER	G32.	G33.
Spill Control and Clean-Up	17. ☒ ALL-IN-ONE SPILL KIT	G34. Shelter or Tech Vehicle	G35.
	18. ☒ ABSORBENT MATERIAL	G36. Shelter or Tech Vehicle	G37.
	19. ☒ CONTAINER FOR USED ABSORBENT	G38. Shelter or Tech Vehicle	G39.
	20. ☐ BERMING / DIKING EQUIPMENT	G40.	G41.
	21. ☐ BROOM	G42.	G43.
	22. ☒ SHOVEL	G44. Shelter or Tech Vehicle	G45.
	23. ☐ SHOP VAC	G46.	G47.
	24. ☐ EXHAUST HOOD	G48.	G49.
	25. ☐ EMERGENCY SUMP / HOLDING TANK	G50.	G51.
	26. ☒ CHEMICAL NEUTRALIZERS	G52. Shelter or Tech Vehicle	G53.
	27. ☐ GAS CYLINDER LEAK REPAIR KIT	G54.	G55.
	28. ☒ SPILL OVERPACK DRUMS	G56. Shelter or Tech Vehicle	G57.
	29. ☐ OTHER	G58.	G59.
Communi-cations and Alarm Systems	30. ☒ TELEPHONES (Includes cellular)	G60. Shelter or Tech Vehicle	G61.
	31. ☐ INTERCOM / PA SYSTEM	G62.	G63.
	32. ☐ PORTABLE RADIOS	G64.	G65.
	33. ☐ AUTOMATIC ALARM CHEMICAL MONITORING EQUIPMENT	G66.	G67.
Other	34. ☐ OTHER	G68.	G69.
	35. ☐ OTHER	G70.	G71.

CERS Consolidated Emergency Response / Contingency Plan – Page 4 of 4 **Rev. 06/27/11**

H. EARTHQUAKE VULNERABILITY

Identify areas of the facility that are vulnerable to hazardous materials releases / spills due to earthquake-related motion. These areas require immediate isolation and inspection.

VULNERABLE AREAS: (Check all that apply)	H1.	LOCATIONS (e.g., shop, outdoor shed, forensic lab)	
☒ 1. HAZARDOUS MATERIALS / WASTE STORAGE AREA		Battery Racks	H2.
☐ 2. PROCESS LINES / PIPING		Generator Fuel Storage Tank	H3.
☐ 3. LABORATORY			H4.
☐ 4. WASTE TREATMENT AREA			H5.

Identify mechanical systems vulnerable to releases / spills due to earthquake-related motion. These systems require immediate isolation and inspection.

VULNERABLE SYSTEMS: (Check all that apply)	H6.	LOCATIONS	
☒ 1. SHELVES, CABINETS AND RACKS		Battery Racks	H7.
☒ 2. TANKS (EMERGENCY SHUTOFF)		Generator Fuel Storage Tank	H8.
☐ 3. PORTABLE GAS CYLINDERS			H9.
☐ 4. EMERGENCY SHUTOFF AND/OR UTILITY VALVES			H10.
☐ 5. SPRINKLER SYSTEMS			H11.
☐ 6. STATIONARY PRESSURIZED CONTAINERS (e.g., Propane dispensing tank)			H12.

I. EMPLOYEE TRAINING

Explanation of Requirement: Employee training is required for all employees handling hazardous materials and hazardous wastes in day-to-day or clean-up operations including volunteers and/or contractors. Training must be:

- Provided within 6 months for new hires;
- Amended as necessary prior to change in process or work assignment;
- Given upon modification to the Emergency Response / Contingency Plan, and updated/refreshed annually for all employees.

Required content includes all of the following:

- Material Safety Data Sheets;
- Hazard communication related to health and safety;
- Methods for safe handling of hazardous substances;
- Fire hazards of materials / processes;
- Conditions likely to worsen emergencies;
- Coordination of emergency response;
- Notification procedures;
- Applicable laws and regulations;
- Communication and alarm systems;
- Personal protective equipment;
- Use of emergency response equipment (e.g. Fire extinguishers, respirators, etc.);
- Decontamination procedures;
- Evacuation procedures;
- Control and containment procedures;
- UST monitoring system equipment and procedures (if applicable).

INDICATE HOW EMPLOYEE TRAINING PROGRAM IS ADMINISTERED (Check all that apply) I1.

☒ 1. FORMAL CLASSROOM; ☒ 2. VIDEOS; ☐ 3. SAFETY / TAILGATE MEETINGS;

☒ 4. STUDY GUIDES / MANUALS (Specify): Online course I2.

☐ 5. OTHER (Specify): I3.

☐ 6. NOT APPLICABLE BECAUSE FACILITY HAS NO EMPLOYEES

Large Quantity Generator (LQG) Training Records: Large quantity hazardous waste generators (i.e., who generate more than 270 gallons/1,000 kilograms of hazardous waste per month) must retain written documentation of employee hazardous waste management training sessions which includes:

- A written outline/agenda of the type and amount of both introductory and continuing training that will be given to persons filling each job position having responsibility for the management of hazardous waste (e.g., labeling, manifesting, compliance with accumulation time limits, etc.).
- The name, job title, and date of training for each hazardous waste management training session given to an employee filling such a job position; and
- A written job description for each of the above job positions that describes job duties and the skills, education, or other qualifications required of personnel assigned to the position.
- Current employee training records must be retained until closure of the facility.
- Former employee training records must be retained at least three years after termination of employment.

J. LIST OF ATTACHMENTS

(Check one of the following) J1.

☒ 1. NO ATTACHMENTS ARE REQUIRED; *or*

☐ 2. THE FOLLOWING DOCUMENTS ARE ATTACHED: J2.

K. SIGNATURE / CERTIFICATION

Certification: Based on my inquiry of those individuals responsible for obtaining the information, I certify under penalty of law that I have personally examined and am familiar with the information submitted and believe the information is true, accurate, and complete, and that a copy is available on site.

SIGNATURE OF OWNER/OPERATOR	DATE SIGNED K1.
NAME OF SIGNER (print) K2.	TITLE OF SIGNER K3.
Armand Delgado	Environmental Compliance

To Whom It May Concern:

The Verizon Wireless Operations Managers make sure that their Field Operation Staff, at the date of hire depending on their position, are trained in the applicable topics located in the Environmental Health Safety Awareness Training Overview. There is also annual online training with VZ Learn and Ensafe.com performed in Personal Protective Equipment, Hazard Communication, and Environmental Awareness.

Attached the following are uploaded with the Hazardous Materials Business Plan into CERS.

- VZW Environmental Awareness Training Overview
- VZW Network Training Matrix that gives the training topic.
- Listed Personnel included in the EHS training program
- California's Proposition 65 Letter

Individual test verification is available from the Operations Manager or Cell Technician upon request. Contact information is located on the Business Owner/Operator Identification element.

Thank you,

VZW Environmental Compliance

Verizon Wireless provides the following training to meet the requirements of California Title 27 HSC 6.95 Section 25505 (4), Training Requirements for the Hazardous Materials Business Plan. New Hires, Annual training and refreshers include

The Verizon Wireless EHS Classroom Training:
Topics coverd include:
Hazard Communication
PPE
Emergency Action & Fire Prevention
Universal Waste Handling
SPCC

And/Or

ONLINE Courses
Environmental Awareness VZ90700:
Topics include
Reglation Awareness
Proper disposal of hazardous wastes
Spill Response and Reporting
Generator operation & permitting
Inspections & Record Keeping

Hazard Communnication VZ48541:
Topics Include
Safety Data Sheets
Methods of safe material handeling
Hazards of materials
Emergency Action/Response
NFPA, GHS, and other Warning labels
Hazard mitigation ,prevention & abatement procedures

VZW23741: Personal Protective Equipment

VZ99814: Universal Waste

VZ68152: Spill Prevention Control & Countermeaures

verizonwireless

2018

Verizon Wireless Hazardous Communincation Training
Training Objectives & Table Of Contents Attached

First/Last Name	Department	Region Covered	Due Date Scheduled / Completed
Aaron Howard	Network Operations	Northern CA/NV	Feb-18
Abigail de Mesa	Network Operations	Northern CA/NV	Feb-18
Adam Ryal 408-497-9939	**Network Operations Manager**	Northern CA/NV	Feb-18
Adrian Montes	Network Operations	Northern CA/NV	Feb-18
Agelita Sepillo	Network Operations	Northern CA/NV	Feb-18
Alfredo Bona	Network Operations	Northern CA/NV	Feb-18
Allen Thornburg	Network Operations	Northern CA/NV	Feb-18
Andrey Romanenko	Network Operations	Northern CA/NV	Feb-18
Angelito Belen	Network Operations	Northern CA/NV	Feb-18
Armando Frederick	Network Operations	Northern CA/NV	Feb-18
Barry Schroeder	Network Operations	Northern CA/NV	Feb-18
Bert Miller	Network Operations	Northern CA/NV	Feb-18
Bharat Patel	Network Operations	Northern CA/NV	Feb-18
Brad Orme	Network Operations	Northern CA/NV	Feb-18
Brad Rist	Network Operations	Northern CA/NV	Feb-18
Brent Walker	Network Operations	Northern CA/NV	Feb-18
Caleb Squires	Network Operations	Northern CA/NV	Feb-18
Calvin Ervin	Network Operations	Northern CA/NV	Feb-18
Carl Bowling	Network Operations	Northern CA/NV	Feb-18
Carlos Rodrigues	Network Operations	Northern CA/NV	Feb-18
Catherine Bagaybagayan	Network Operations	Northern CA/NV	Feb-18
Chad Perkins	Network Operations	Northern CA/NV	Feb-18
Chistopher Barr	Network Operations	Northern CA/NV	Feb-18
Chris Lopez	Network Operations	Northern CA/NV	Feb-18
Christopher Schaefer	Network Operations	Northern CA/NV	Feb-18
Coy Cross	Network Operations	Northern CA/NV	Feb-18
Dale Lawrence	Network Operations	Northern CA/NV	Feb-18
Danomar Galeon	Network Operations	Northern CA/NV	Feb-18
Darryl Allen	Network Operations	Northern CA/NV	Feb-18
David Cunningham 925-989-2198	**Network Operations Manager**	Northern CA/NV	Feb-18
David Fraties	Network Operations	Northern CA/NV	Feb-18
David Swearingen	Network Operations	Northern CA/NV	Feb-18
Don Mundt	Network Operations	Northern CA/NV	Feb-18
Douglas Levesque	Network Operations	Northern CA/NV	Feb-18
Elliott Paddock	Network Operations	Northern CA/NV	Feb-18
Erick Garcia 415-271-4512	**Network Operations Manager**	Northern CA/NV	Feb-18
Gabriel Howard	Network Operations	Northern CA/NV	Feb-18
Gennie Barr 925-788-7232	**Network Operations Manager**	Northern CA/NV	Feb-18
Gertrudis Gamiao	Network Operations	Northern CA/NV	Feb-18
Glenn Dean	Network Operations	Northern CA/NV	Feb-18
Harminder Singh	Network Operations	Northern CA/NV	Feb-18
Irene Hukkelhoven 714-853-3119	**Network Operations Manager**	Northern CA/NV	Feb-18
Ivan Quizhpi 914-552-5250	**Network Operations Manager**	Northern CA/NV	Feb-18
Jaime Guerrero	Network Operations	Northern CA/NV	Feb-18

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2018

Verizon Wireless Hazardous Communincation Training
Training Objectives & Table Of Contents Attached

First/Last Name	Department	Region Covered	Due Date Scheduled / Completed
James Burkhardt	Network Operations	Northern CA/NV	Feb-18
James Cigler 916-207-2780	**Network Operations Manager**	Northern CA/NV	Feb-18
James Shields	Network Operations	Northern CA/NV	Feb-18
Jason McLaughlin	Network Operations	Northern CA/NV	Feb-18
Jason Mills	Network Operations	Northern CA/NV	Feb-18
Jason Tilsey	Network Operations	Northern CA/NV	Feb-18
Jason Windham	Network Operations	Northern CA/NV	Feb-18
Jim Bae	Network Operations	Northern CA/NV	Feb-18
John Green	Network Operations	Northern CA/NV	Feb-18
John Lasquete	Network Operations	Northern CA/NV	Feb-18
John Nguyen	Network Operations	Northern CA/NV	Feb-18
John Tremblay	Network Operations	Northern CA/NV	Feb-18
Jonathan Mason	Network Operations	Northern CA/NV	Feb-18
Jose Ruiz	Network Operations	Northern CA/NV	Feb-18
Joseph Lorenzo	Network Operations	Northern CA/NV	Feb-18
Joseph Rockey	Network Operations	Northern CA/NV	Feb-18
Joshua Ehrlich	Network Operations	Northern CA/NV	Feb-18
Juan Romo	Network Operations	Northern CA/NV	Feb-18
Justin Courtois	Network Operations	Northern CA/NV	Feb-18
Karolyn Williams	Network Operations	Northern CA/NV	Feb-18
Keith Simpson	Network Operations	Northern CA/NV	Feb-18
Ken Cunamay	Network Operations	Northern CA/NV	Feb-18
Kwan Lee	Network Operations	Northern CA/NV	Feb-18
Kyle Kinney	Network Operations	Northern CA/NV	Feb-18
Larry Barbano	Network Operations	Northern CA/NV	Feb-18
Leonardo Payba	Network Operations	Northern CA/NV	Feb-18
Mark Unverferth	Network Operations	Northern CA/NV	Feb-18
Mark Welch	Network Operations	Northern CA/NV	Feb-18
Martin Anderson	Network Operations	Northern CA/NV	Feb-18
Matthew Harry	Network Operations	Northern CA/NV	Feb-18
Mauricio Hernandez	Network Operations	Northern CA/NV	Feb-18
Melvin Mercado	Network Operations	Northern CA/NV	Feb-18
Mercy Gichonge	Network Operations	Northern CA/NV	Feb-18
Michael Danielsan	Network Operations	Northern CA/NV	Feb-18
Michael Dixon	Network Operations	Northern CA/NV	Feb-18
Michael McNutty	Network Operations	Northern CA/NV	Feb-18
Michael Metcalf 775-741-2009	**Network Operations Manager**	Northern CA/NV	Feb-18
Michael Severns	Network Operations	Northern CA/NV	Feb-18
Omar Martinez	Network Operations	Northern CA/NV	Feb-18
Pablo Zurita	Network Operations	Northern CA/NV	Feb-18
Pamela Marks	Network Operations	Northern CA/NV	Feb-18
Paul Gonzaga	Network Operations	Northern CA/NV	Feb-18
Paul Lynch 925-324-0181	**Network Operations Manager**	Northern CA/NV	Feb-18
Paul Musoke	Network Operations	Northern CA/NV	Feb-18

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2018

Verizon Wireless Hazardous Communincation Training
Training Objectives & Table Of Contents Attached

First/Last Name	Department	Region Covered	Due Date Scheduled / Completed
Peter Sua	Network Operations	Northern CA/NV	Feb-18
Philip Chau	Network Operations	Northern CA/NV	Feb-18
Philip Tang	Network Operations	Northern CA/NV	Feb-18
Phu Le	Network Operations	Northern CA/NV	Feb-18
Randy Mitchell	Network Operations	Northern CA/NV	Feb-18
Richard Cocanour	Network Operations	Northern CA/NV	Feb-18
Richter David	Network Operations	Northern CA/NV	Feb-18
Robert Hatchett	Network Operations	Northern CA/NV	Feb-18
Roderick Manding	Network Operations	Northern CA/NV	Feb-18
Ronald Kreitz	Network Operations	Northern CA/NV	Feb-18
Ronald Sager	Network Operations	Northern CA/NV	Feb-18
Russ Schneider	Network Operations	Northern CA/NV	Feb-18
Russell Walker	Network Operations	Northern CA/NV	Feb-18
Stella Cruz	Network Operations	Northern CA/NV	Feb-18
Taber Jarrell	Network Operations	Northern CA/NV	Feb-18
Tarek El Danaf	Network Operations	Northern CA/NV	Feb-18
Taylor Johnson	Network Operations	Northern CA/NV	Feb-18
Thomas Rothgeb 714-713-1393	**Network Operations Manager**	Northern CA/NV	Feb-18
Thomas Stobaugh	Network Operations	Northern CA/NV	Feb-18
Thomas Thomson	Network Operations	Northern CA/NV	Feb-18
Tim Lunsford	Network Operations	Northern CA/NV	Feb-18
Tim Piercy	Network Operations	Northern CA/NV	Feb-18
Timothy Kelley	Network Operations	Northern CA/NV	Feb-18
Timothy Mello	Network Operations	Northern CA/NV	Feb-18
Timothy Weigel	Network Operations	Northern CA/NV	Feb-18
Vikramjeet Singh	Network Operations	Northern CA/NV	Feb-18
Walidah Groves	Network Operations	Northern CA/NV	Feb-18
Warren Konitshek	Network Operations	Northern CA/NV	Feb-18
Wayne Bradley	Network Operations	Northern CA/NV	Feb-18
William Burris	Network Operations	Northern CA/NV	Feb-18
William Ward	Network Operations	Northern CA/NV	Feb-18

Indvidual Test Verification Is Available From Operations Managers Upon Request

WARNING

California's Proposition 65, the Safe Drinking Water and Toxic Enforcement Act, requires that people be warned before they are exposed to any chemical listed by the State of California as a carcinogen or reproductive toxin. Verizon Wireless relies upon the companies that supply products to it to provide material safety data sheets ("MSDSs") describing the characteristics of those products, including their health effects. Information concerning the carcinogenicity and reproductive toxicity of chemicals can generally be found in the MSDSs in the sections entitled Health Hazard Information or Health Effects. Some of the products used in Verizon Wireless operations that cause exposure to carcinogens and/or reproductive toxins include solvents used in cleaning, disinfectants, cleansers, paints, power batteries and diesel fuel (exhaust emissions) used in emergency generators. Please review the MSDSs for the specific products used in your work area for further information about their health effects. Instructions for safe handling of the products we use are set forth in the MSDSs. Always read and follow safe use instructions.

For additional information about Prop 65, you may want to go to http://www.oehha.ca.gov/. For more information about the products described in the MSDSs, or Verizon Wireless's safety program, contact 800-488-7900.

EL DORADO COUNTY ENVIRONMENTAL MANAGEMENT
CUPA PROGRAM INSPECTION REPORT/NOTICE TO COMPLY

PLACERVILLE OFFICE
2850 FAIRLANE CT. BLDG "C"
PLACERVILLE, CA 95667
530-621-5300
Fax# 530-642-1531

FACILITY NAME:	OWNER NAME:	FACILITY ID#:	DATE:
Verizon Wireless Pollock Pines	Verizon Wireless	FA0005089	10/23/2014
FACILITY SITE ADDRESS: 5940 PONY EXPRESS Pollock Pines, CA 95726	**BUSINESS PHONE:** 866-694-2415	**INSPECTION TYPE:** 001 - ROUTINE INSPECTION **SERIAL NUMBER:** DA0803231	**INSPECTOR:** CURTIS KIESEL

UST TESTING CONTRACTOR: _____

☐ Obtained verbal permission to perform inspection including photographs documentation and material sampling.

An inspection of your facility revealed the following violations of the California Health and Safety Code and/or California Code of Regulations. A reinspection may occur at any time to verify correction of these violations. Please note the date for correction as listed per violation.

866-694-2415

BUSINESS PLANS/SMALL BUSINESS - PR0011342

Result : 01 - MEETS STANDARDS
Follow-up Date: 10/23/2017

An inspection of your property revealed the following violations. Please note the date for correction as listed per violation.
Thank you for your cooperation.

Inspection Violations

Correct by "Date Not Specified" Not In Compliance

Inspector Comments

CURTIS KIESEL

CURTIS KIESEL
Hazardous Materials Specialist

Department of Toxic Substances Control

Matthew Rodriquez
Secretary for
Environmental Protection

Barbara A. Lee, Director
8800 Cal Center Drive
Sacramento, California 95826-3200

Edmund G. Brown Jr.
Governor

November 29, 2018

Frank Trinidad
Odic Environmental & Energy
frankt@odicenv.com

Public Records Request Number: 1-112818-02
Location(s): 5940 Pony Express Trl, Pollock Pines, CA 95726

Dear Requestor:

We have received your Public Records Act Request for records from the Department of Toxic Substances Control (DTSC).

After a thorough review of our files, no records were found pertaining to the sites/facilities referenced above.

We would like to inform you about Envirostor, a database that provides information and documents on over 5,000 DTSC cleanup sites. EnviroStor can be accessed at: http://www.envirostor.dtsc.ca.gov/public. Also, a computer is available in the Central Files of each DTSC Regional Office for use by community members to view EnviroStor.

If you have any questions or would like further information regarding your request, please contact me at (916) 255-3571.

Sincerely,
Andrea Drushell
Andrea Drushell
Regional Central Files

APPENDIX F
ENVIRONMENTAL QUESTIONNAIRE

Environmental Questionnaire and Disclosure Statement (EQDS)

The purpose of this EQDS is to provide information about past and present ownership and uses of the property upon which the lender will rely in deciding whether or not to extend credit. Please respond fully to all questions and provide supporting documentary evidence where appropriate. Where space is inadequate to answer, please attach additional pages as needed.

Applicant Name: ____ (Title) / Yeol (First) / Choi (Last)

Signature: _____ Date: 12 (M) / 5 (D) / 18 (Y)

Role at the Site: Property / Business Owner
(e.g. Property Owner, Business Owner, Tenant, Real Estate Broker)

Tel: (530) 644 - 2029 Email: bwstagecoach @ yahoo .com

Property Address(es): 5940 (Number(s)) ____ (Direction) Pony Express Tr (Street)

Pollock Pines (City) El Dorado (County) 95726 (Zip)

Assessor's Parcel Number(s): 101-201-80-100, 101-141-73-100, 101-141-76-100
(e.g. 2345-069-187)

Current Owner(s) of the Property: _____
(e.g. Bruce Wayne or Dark Knight Enterprises, LLC)

Date of Last Transfer of Property Ownership: ____ (M) / ____ (D) / ____ (Y)

Current Occupant(s): _____
(e.g. Kim's Liquor, ABC Dry Cleaners)

Property Location: Pony Express Tr
(e.g. SE Corner of Main Street and Valley Boulevard)

Parcel Size(s): Total of 2 acres
(e.g. 8,000 sq ft or 2.5 acres - if more than one parcel please list all buildings)

Please list the addresses, construction year, and size of the building. If there is more than one building, please list each building.

Building Data		
Address of Building *(e.g. 123 State Street)*	**Construction Year** *(e.g. 1969)*	**Approximate Size** *(e.g. 2,500 sq ft)*
5940 Pony Express Tr	1984 (?)	12000 sq ft

Please list the previous owner and/or type of businesses that have occupied the Property.

Property History Past 50 Years	
Previous Owner(s) / Type of Business *(e.g. Valley Chevron / Gas Station)*	**Dates Occupied** *(e.g. March 1990 – June 2012)*
Best Western Stagecoach Inn / Motel	1979 - Dec 2018

Please list the utilities that service the Property. If the Property has a private water well (potable water) or septic tank (sewage disposal system), please state that in the appropriate sections.

Municipal Services & Utilities	
Potable Water (e.g. LADWP or City of Burbank)	EID
Gas/Oil Source for Heating (e.g. The Gas Company)	Campora
Electrical (e.g. Southern California Edison)	PG&E
Sewage Disposal System (e.g. City of Compton)	N/A
Solid Waste Disposal (e.g. Waste Management)	El Dorado Disposal

If there are any underground storage tanks (USTs) or aboveground storage tanks (ASTs), please fill out the chart below.

UST or AST	Contents (Gasoline, Paint)	Tank Size (10,000 Gallon)	Date Installed	Date Removed
UST	Septic	30,000	1984	N/A

Please list the adjacent properties. If it is a business please list the name of the business and/or type of business.

Adjacent Properties	
North	Residential
South	Freeway
West	Residential
East	Residential

REMINDER

Please provide any correspondence, documents, and reports that have been conducted for the Property.

	Question	Owner	Occupants (if applicable)	Observed During Site Visit	If yes, provide description
1a.	Is the property used for an industrial use?	Yes (No) Unknown	Yes (No) Unknown	Yes (No) Unknown	
1b.	Is any adjoining property used for an industrial use?	Yes (No) Unknown	Yes (No) Unknown	Yes (No) Unknown	
2a.	Did you observe evidence or do you have any prior knowledge that the property has been used for an industrial use in the past?	Yes (No) Unknown	Yes (No) Unknown	Yes (No) Unknown	
2b.	Did you observe evidence or do you have any prior knowledge that any adjoining property has been used for an industrial use in the past?	Yes (No) Unknown	Yes (No) Unknown	Yes (No) Unknown	
3a.	Is the property used as a gasoline station, motor repair facility, commercial printing facility, dry cleaners, photo developing laboratory, junkyard or landfill, or as a waste treatment, storage, disposal, processing, or recycling facility (if applicable, identify which)?	Yes (No) Unknown	Yes (No) Unknown	Yes (No) Unknown	
3b.	Is any adjoining property used as a gasoline station, motor repair facility, commercial printing facility, dry cleaners, photo developing laboratory, junkyard or landfill, or as a waste treatment, storage, disposal, processing, or recycling facility (if applicable, identify which)?	Yes (No) Unknown	Yes (No) Unknown	Yes (No) Unknown	
4a.	Did you observe evidence or do you have any prior knowledge that the property has been used as a gasoline station, motor repair facility, dry cleaners, photo developing laboratory, junkyard or landfill, or as a waste treatment, storage, disposal, processing, or recycling facility (if applicable, identify which)?	Yes (No) Unknown	Yes (No) Unknown	Yes (No) Unknown	
4b.	Did you observe evidence or do you have any prior knowledge that any adjoining property has been used as a gasoline station, motor repair facility, commercial printing facility, dry cleaners, photo developing laboratory, junkyard or landfill, or as a waste treatment, storage, disposal, processing, or recycling facility, (if applicable, identify which)?	Yes (No) Unknown	Yes (No) Unknown	Yes (No) Unknown	

	Question	Owner	Occupants (if applicable)	Observed During Site Visit	If yes, provide description
5a.	Are there any damaged or discarded automotive or industrial batteries, pesticides, paints, or other chemicals in individual containers of >5 gal (19L) in volume or 50 gal (190 L) in the aggregate, stored on or used at the property or at the facility?	Yes (No) Unknown	Yes (No) Unknown	Yes (No) Unknown	
5b.	Did you observe evidence or do you have any prior knowledge that there have been previously any damaged or discarded automotive or industrial batteries, or pesticides, paints, or other chemicals in individual containers of >5 gal (19L) in volume or 50 gal (190 L) in the aggregate, stored on or used at the property or at the facility?	Yes (No) Unknown	Yes (No) Unknown	Yes (No) Unknown	
6a.	Are there currently any industrial drums (typically 55 gal (208 L)) or sacks of chemicals located on the property or at the facility?	Yes (No) Unknown	Yes (No) Unknown	Yes (No) Unknown	
6b.	Did you observe evidence or do you have any prior knowledge that there have been previously any industrial drums (typically 55 gal (208 L)) or sacks of chemicals located on the property or at the facility?	Yes (No) Unknown	Yes (No) Unknown	Yes (No) Unknown	
7a.	Did you observe evidence or do you have any prior knowledge that fill dirt has been brought onto the property that originated from a contaminated site?	Yes (No) Unknown	Yes (No) Unknown	Yes (No) Unknown	
7b.	Did you observe evidence or do you have any prior knowledge that fill dirt has been brought onto the property that is of an unknown origin?	Yes (No) Unknown	Yes (No) Unknown	Yes (No) Unknown	
8a.	Are there currently any pits, ponds, or lagoons located on the property in connection with waste treatment or waste disposal?	Yes (No) Unknown	Yes (No) Unknown	Yes (No) Unknown	
8b.	Did you observe evidence or do you have any prior knowledge that there have been previously any pits, ponds, or lagoons located on the property in connection with waste treatment or waste disposal?	Yes (No) Unknown	Yes (No) Unknown	Yes (No) Unknown	
9a.	Is there currently any stained soil on the property?	Yes (No) Unknown	Yes (No) Unknown	Yes (No) Unknown	

	Question	Owner	Occupants (if applicable)	Observed During Site Visit	If yes, provide description
9b.	Did you observe evidence or do you have any prior knowledge that there has been previously any stained soil on the property?	Yes (No) Unknown	Yes (No) Unknown	Yes (No) Unknown	
10a.	Are there currently any registered or unregistered storage tanks (above or underground) located on the property?	Yes (No) Unknown	Yes (No) Unknown	Yes (No) Unknown	
10b.	Did you observe evidence or do you have any prior knowledge that there have been previously, any registered or unregistered storage tanks (above or underground) located on the property?	Yes (No) Unknown	Yes (No) Unknown	Yes (No) Unknown	
11a.	Are there currently any vent pipes, fill pipes, or access ways indicating a fill pipe protruding from the ground on the property or adjacent to any structure located on the property?	Yes (No) Unknown	Yes (No) Unknown	Yes (No) Unknown	
11b.	Did you observe evidence or do you have any prior knowledge that there have been previously, any vent pipes, fill pipes, or access ways indicating a fill pipe protruding from the ground on the property or adjacent to any structure located on the property?	Yes (No) Unknown	Yes (No) Unknown	Yes (No) Unknown	
12a.	Is there currently evidence of leaks, spills or staining by substances other than water, or foul odors, associated with any flooring, drains, walls, ceilings, or exposed grounds on the property?	Yes (No) Unknown	Yes (No) Unknown	Yes (No) Unknown	
12b.	Did you observe evidence or do you have any prior knowledge that there have been previously any leaks spills, or staining by substances other than water, or foul odors associated with any flooring drains, walls, ceilings or exposed grounds on the property?	Yes (No) Unknown	Yes (No) Unknown	Yes (No) Unknown	
13a.	If the property is served by a private well or non-public water system, is there evidence or do you have prior knowledge that contaminants have been identified in the well or system that exceed guidelines applicable to the water system?	Yes (No) Unknown	Yes (No) Unknown	Yes (No) Unknown	

	Question	Owner	Occupants (if applicable)	Observed During Site Visit	If yes, provide description
13b.	If the property is served by a private well or non-public water system, is there evidence or do you have prior knowledge that the well has been designated as contaminated by any government environmental health agency?	Yes No Unknown	Yes No Unknown	Yes No Unknown	
14.	Does the owner or occupant of the property have any knowledge of environmental liens or governmental notification relating to past or recurrent violations of environmental laws with respect to the property or any facility located on the property?	Yes No Unknown	Yes No Unknown	Yes No Unknown	
15a.	Has the owner or occupant of the property been informed of the current existence of hazardous substances or petroleum products with respect to the property or any facility located on the property?	Yes No Unknown	Yes No Unknown	Yes No Unknown	
15b.	Has the owner or occupant of the property been informed of the current existence of hazardous substances or petroleum products with respect to the property or any facility located on the property?	Yes No Unknown	Yes No Unknown	Yes No Unknown	
15c.	Has the owner or occupant of the property been informed of the past existence of environmental violations with respect to the property or any facility located on the property?	Yes No Unknown	Yes No Unknown	Yes No Unknown	
15d.	Has the owner or occupant of the property been informed of the current existence of environmental violations with respect to the property or any facility located on the property?	Yes No Unknown	Yes No Unknown	Yes No Unknown	
16.	Does the owner or occupant of the property have any knowledge of any environmental site assessment of the property or facility that indicated the presence of hazardous substances or petroleum products on, or contamination of, the property or recommended further assessment of the property?	Yes No Unknown	Yes No Unknown	Yes No Unknown	

	Question	Owner	Occupants (if applicable)	Observed During Site Visit	If yes, provide description
17.	Does the owner or occupant of the property know of any past, threatened, or pending lawsuits or administrative proceedings concerning a release or threatened release of any hazardous substance or petroleum products involving the property by any owner or occupant of the property?	Yes No Unknown	Yes No Unknown	Yes No Unknown	
18a.	Does the property discharge waste-water (not including sanitary waste or storm water) onto or adjacent to the property and/or into a storm water system?	Yes No Unknown	Yes No Unknown	Yes No Unknown	
18b.	Does the property discharge waste-water (not including sanitary waste or storm water) onto or adjacent to the property and/or into a storm sanitary sewer system?	Yes No Unknown	Yes No Unknown	Yes No Unknown	
19.	Did you observe evidence or do you have any prior knowledge that any hazardous substances or petroleum products, unidentified waste materials, tires, automotive or industrial batteries, or any other waste materials have been dumped above grade, buried and/or burned on the property?	Yes No Unknown	Yes No Unknown	Yes No Unknown	
20.	Is there a transformer, capacitor, or any hydraulic equipment for which there are any records indicating the presence of PCBs?	Yes No Unknown	Yes No Unknown	Yes No Unknown	

21.	Do any of the following federal, state, or tribal government record systems list the property or any property within the search distance noted below (where available):	Approximate Minimum Search Distance, miles (kilometers)	
	Federal NPL site list	1.0 (1.6)	Yes (No)
	Federal Delisted NPL site list	0.5 (0.8)	Yes (No)
	Federal CERCLIS list	0.5 (0.8)	Yes (No)
	Federal CERCLIS NFRAP site list	0.5 (0.8)	Yes (No)
	Federal RCRA CORRACTS facilities list	1.0 (1.6)	Yes (No)
	Federal RCRA non-CORRACTS TSD Facilities list	0.5 (0.8)	Yes (No)
	Federal RCRA generators list	property and adjoining properties	Yes (No)
	Federal institutional control/engineering control registries	property only	Yes (No)
	Federal ERNS list	property only	Yes (No)
	State and tribal lists of hazardous waste sites identified for investigation or remediation:		
	State-and tribal-equivalent NPL	1.0 (1.6)	Yes (No)
	State-and tribal-equivalent CERCLIS	0.5 (0.8)	Yes (No)
	State-and tribal-landfill and/or solid waste disposal site lists	0.5 (0.8)	Yes (No)
	State-and tribal-leaking storage tank lists	0.5 (0.8)	Yes (No)
	State and tribal registered storage tank lists	property and adjoining properties	Yes (No)
	State and tribal institutional control/engineering control registries	property only	Yes (No)
	State and tribal voluntary cleanup sites	0.5 (0.8)	Yes (No)
	State and tribal Brownfield sites	0.5 (0.8)	

	Question	Owner	Occupants (if applicable)	Observed During Site Visit
22.	Based upon a review of fire insurance maps, local street directories, or aerial photographs, all as specified in the guide (10.2.1), are any buildings or other improvements on the property or on an adjoining property identified as having been used for an industrial use or that could possibly lead to contamination of the property?	Yes (No) Unknown	Yes (No) Unknown	Yes (No) Unknown
		If yes, provide description:		

APPENDIX G
QUALIFICATION OF ENVIRONMENTAL PROFESSIONAL

Odic Environmental
Environmental Consulting & Real Estate Due Diligence
Tel: 888-ODICENV (634-2368)
Fax: 213-380-0505
3255 Wilshire Blvd. Suite 1510
Los Angeles, CA 90010

SUMMARY OF QUALIFICATIONS

HYUNG KIM, PE
PRINCIPAL ENVIRONMENTAL CONSULTANT / MANAGING DIRECTOR

EDUCATION

B.S., Chemical Engineering
M.S., Civil/Environmental Engineering

YEARS EXPERIENCE	
TOTAL	WITH CURRENT FIRM
15+	11

CURRENT PROFESSIONAL DESIGNATION/REGISTRATION

Registered Environmental Property Assessor #624247
Professional Civil Engineer #75083
General Engineering Contractor "A" #
Hazardous Substance Removal Contractor "HAZ"
QSD & QSP #20568
LEED-AP, USGBCI
Certified Environmental Manager #2057

OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, Affiliations, etc.)

Member of AICHE (American Institute of Chemical Engineers)
Institute of Hazardous Material Management, CHMM Master Level #012554
Cal OSHA Hazwoper Training Certificate
Uniform Fire Code Training for CUPA Inspectors
CUPA Hazardous Waste Inspector Training 8 Hours
UST Inspector Training, CUPA, 8 Hours
Princeton Groundwater, Groundwater Pollution and Hydrology, Certificate of Completion, 2004
Professional Civil Engineering Service - Certificate of completion, 2007
Vapor Intrusion and Health Risk Assessment – Professional Training, 2009
Storm-water Pollution Prevention Training – Professional Training, 2009

AREAS OF EXPERTISE

- Environmental Site Assessment and Consulting (Phase I ESA and Transaction Screen Assessment)
- Regulatory Agency Compliance and Permitting
- Phase II Subsurface Investigation and Pollution Characterization
- Underground Storage Tank/Clarifier Abandonment & Regulatory Closure
- Asbestos/Lead/IAQ/Mold Assessment & Abatement
- Architectural/Engineering Due Diligence
- Energy Consulting
- Portfolio Management

SUMMARY OF EXPERIENCE

Possessing over 15+ years of industry experience, Mr. Kim manages all aspects of environmental assessment and consulting/engineering operations. With a strong educational and professional background in hazardous waste management, environmental regulatory compliance and engineering/assessment planning, he plays a pivotal role in the overall operations of environmental project management. Mr. Kim has also successfully represented the company to financial and & real estate institutions as a technical marketing Director.

As a Principal Engineer, Mr. Kim is responsible for in-house QA/QC management in remedial action design, contamination assessment, hazardous material management and real estate due diligence assessment. Mr. Kim also oversees and trains most of the in-house technical staff and directs environmental planning, abatement, engineering, assessment, and remediation projects with assistance from E.P., P.E, P.G., P.H.G, I.H., CAC, and other environmental certified professionals.

Odic Environmental
Environmental Consulting & Real Estate Due Diligence
Tel: 888-ODICENV (634-2368)
Fax: 213-380-0505
3255 Wilshire Blvd. Suite 1510
Los Angeles, CA 90010

SUMMARY OF QUALIFICATIONS

MIKE MILLER, EP
SENIOR ENVIRONMENTAL CONSULTANT / PROJECT MANAGER

EDUCATION

B.S., Biology, University of Southern California
M.S., Biology, SUNY Buffalo

YEARS EXPERIENCE	
TOTAL	WITH CURRENT FIRM
28+	11

CURRENT PROFESSIONAL DESIGNATION/REGISTRATION

Environmental Professional §312.10, 40CFR312

OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, Affiliations, etc.)

California Secondary Education Teaching Credential, 1987
Certificate: Environmental Auditing, University of California-Irvine, 1989
Certificate: Toxic & Hazardous Materials Management, UCLA, 1990
Certificate: OSHA 40-Hr Hazardous Waste Operations & Emergency Response, 1991
Certificate: AHERA Asbestos Building Inspector / Management Planner, 1988
Certificate: AHERA Asbestos Contractor Supervisor, 1995
Certificate: Indoor Air Quality Manager, American Indoor Air Quality Council, 2002
Certificate: Microbial Remediation Supervisor, American Indoor Air Quality Council, 2002
Certificate: Construction Stormwater Pollution Prevention, 2009
Certificate: Property Condition Assessment, 2012
Registered Environmental Assessor, REA #02651
Registered Environmental Professional, REP #2797
Member: American Indoor Air Quality Council

AREAS OF EXPERTISE

- Project management
- Environmental Site Assessment and Consulting (Phase I ESA and Transaction Screen Assessment)
- Regulatory Agency Compliance and Permitting
- Phase II Subsurface Investigation
- Environmental Loss Consulting
- Environmental Risk Evaluation
- Liability Risk Management and Risk Reduction
- Mold/Water Intrusion Management Consulting Services

SUMMARY OF EXPERIENCE

Possessing over 28 years of industry experience, Mr. Miller has prepared and reviewed thousands of Transaction Screen Assessments, Phase I Environmental Site Assessments, and Phase II Subsurface Investigation Assessments. With an extensive background in environmental risk assessment, chemistry, biology, physics, and statistical analysis, Mr. Miller has, in the past, provided diverse environmental consulting and risk assessment services to American International Group (AIG), one of the ten largest companies in the U.S. Other relevant experience includes evaluating environmental liability, general liability, product liability, and fleet liability loss exposures. He also oversaw account portfolios comprised of a broad spectrum of manufacturing facilities, HUDMAP, land developers, pharmaceutical firms, property management firms, and contractors. In his current role as a Senior Environmental Professional, Mr. Miller conducts and reviews environmental site assessment reports, conducts QA/QC, generates recommendations regarding liability risk management and risk reduction, provides mold/water intrusion management consulting services, and develops and implements presentations and training programs.

Odic Environmental
Environmental Consulting & Real Estate Due Diligence
Tel: 888-ODICENV (634-2368)
Fax: 213-380-0505
3255 Wilshire Blvd. Suite 1510
Los Angeles, CA 90010

SUMMARY OF QUALIFICATIONS

MARY OSBORNE, EP
SENIOR ENVIRONMENTAL CONSULTANT / PROJECT MANAGER

EDUCATION	YEARS EXPERIENCE	
	TOTAL	WITH CURRENT FIRM
B.S., Biological Oceanography	25+	11

CURRENT PROFESSIONAL DESIGNATION/REGISTRATION

Environmental Professional §312.10, 40CFR312

OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, Affiliations, etc.)

Nevada Certified Environmental Manager #2185
OSHA 40-Hour Health and Safety Training

AREAS OF EXPERTISE

- Environmental Site Assessment and Consulting (Phase I ESA and Transaction Screen Assessment)
- Regulatory Agency Compliance and Permitting
- Phase II Subsurface Investigation
- RCRA and non-RCRA Treatment, Storage, and Disposal Facility (TSDF) auditing
- Multi-media (hazardous waste, hazardous materials, wastewater, stormwater, etc.) compliance audits and regulatory compliance assessments
- Portfolio Management

SUMMARY OF EXPERIENCE

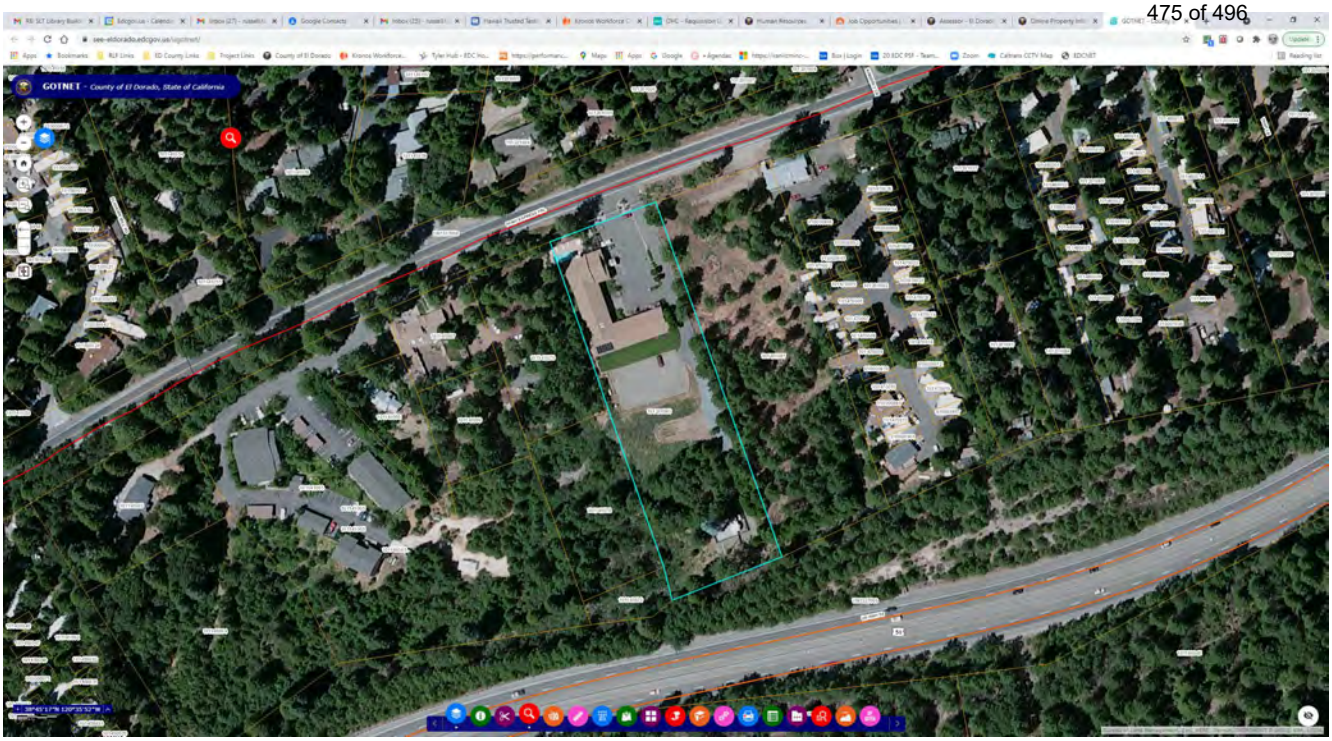
Possessing over 25+ years of industry experience, Ms. Osborne has prepared and collectively reviewed thousands of Transaction Screen Assessments, Phase I Environmental Site Assessments, and Phase II Subsurface Investigation Assessments. With an extensive background in regulatory compliance, permitting, site assessment, and auditing, Ms. Osborne has completed hundreds of environmental compliance audits for RCRA and non-RCRA generator and TSDF facilities; and assisted with environmental permitting and regulatory requirements for industry, including air quality permits, wastewater discharge permits, and hazardous materials handling and storage. Other relevant project experience pertains to the management and performance of Property Condition Assessments (PCAs), merger and acquisition audits for industrial and commercial facilities, and environmental due diligence portfolio management.

Google Maps Hotels

Cancel Print

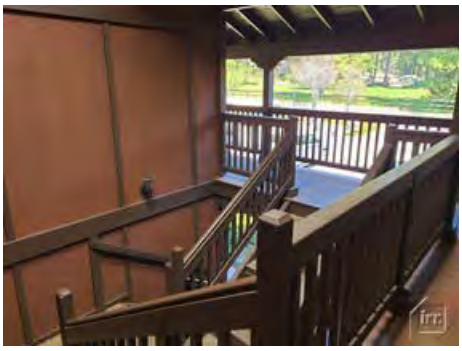
Imagery ©2021 Maxar Technologies, U.S. Geological Survey, USDA Farm Service Agency, Map data ©2021 100 ft

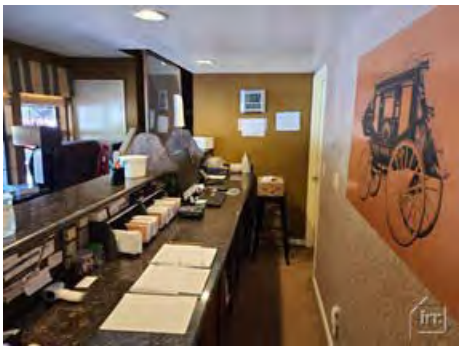
Attachment K

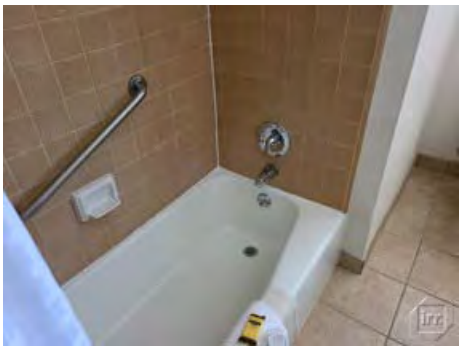

GOTNET - County of El Dorado, State of California

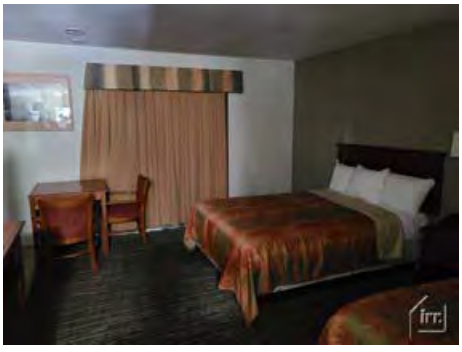
Site Photos

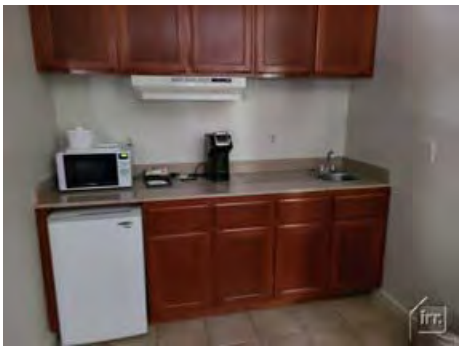
5940 Pony Express Trail, Pollock Pines CA











DOB Tracking

County of El Dorado			Homeless Interim Housing Site Purchase					TBD					
Duplication of Benefits Tracking			Sources										Budget Gap/
Uses (line item budget)	Total Activity Costs	CDBG-CV	Homekey Round 2	[Source 3]	[Source 4]	[Source 5]	[Source 6]	[Source 7]	[Source 8]	[Source 9]	CDBG-CV1	CDBG PI	Duplication of Benefits
Interim Housing Site Purchase													
Site Purchase Price	$ 3,530,000.00	$ 2,138,599.15	$ 1,391,400.85	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
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Total	**$ 3,530,000.00**	**$ 2,138,599.15**	**$ 1,391,400.85**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	$ -
[Activity Costs Category 2 (i.e. Activity Delivery, Materials, Labor)]													
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Total	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	$ -
General Administration													
Administration	$ -	$ 112,557.85	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	*$ 112,557.85*
[Line Item]	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
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Total	**$ -**	**$ 112,557.85**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	*$ 112,557.85*
Activity Total	**$ 3,530,000.00**	**$ 2,251,157.00**	**$ 1,391,400.85**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	*$ 112,557.85*

Instructions: Fill out the above line item budget with you projected activity costs. You may identify the line items by category, such as activity delivery, activity, and admin, or by any other activity categories that apply to your activity. Do keep you administration costs categorized under the General Administration category. Fill in the jurisdiction and activity information at the top of the form, and Identify the spedific resources (funds) that will be used to pay for each line item in each category. If you do not have CDBG-PI, please leave those fields blank. If your budget line item has a budget gap, the "Gap/Duplication of Benefits" column will show a red shaded field and a number indicating your budget gap in parenthesis. If you have a potential duplication of benefits, the column will show a blue shaded field and a number indicating your budget overage. Please make sure to include ALL of you potential resources, including FEMA, HCD, HUD, CARES Act, and other State and Federal funds, as well as local funds from fees, trust funds, and taxes, and any foundation or private donation funding, including insurance payments. If you are unsure if a resource should be included, please contact Jessica Hayes at jessica.hayes@hcd.ca.gov. Please fill in the fields with a bracket [ ] and the funds. Please do not delete or alter formulas. The collored columns have no significance. They are colored only to make it easier to track across funding source.

SAMPLE

City of Town			Food Bank					Helping Hands Mission					
Duplication of Benefits Tracking			Sources										Budget Gap/
Uses (line item budget)	Total Activity Costs	CARES Act	Donations	Mission Fndn.	DHSS	FEMA	General Fund	[Source 7]	[Source 8]	[Source 9]	CDBG-CV1	CDBG PI	Duplication of Benefits
Food and Delivery Costs													
Canned Food	$ 25,000.00	$ -	$ 1,500.00	$ 5,000.00	$ 15,000.00	$ -	$ -	$ -	$ -	$ -	$ 3,500.00	$ -	$ -
Perishible Food	$ 50,000.00	$ -	$ 2,500.00	$ 5,000.00	$ 35,000.00	$ -	$ -	$ -	$ -	$ -	$ 7,500.00	$ -	$ -
Boxes/Bags	$ 1,500.00	$ -	$ -	$ 1,500.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Delivery Fuel	$ 7,500.00	$ -	$ -	$ 1,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,500.00	*$ 1,000.00*
Vehicle Costs	$ 9,000.00	$ -	$ 500.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 8,000.00	$ -	$ (500.00)
[Line Item]	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
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[Line Item]	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total	**$ 93,000.00**	**$ -**	**$ 4,500.00**	**$ 12,500.00**	**$ 50,000.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 19,000.00**	**$ 7,500.00**	*$ 500.00*
Activity Delivery (Helping Hands Mission Staff Costs													
Delivery Staff	$ 60,000.00	$ -	$ -	$ 10,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 50,000.00	$ -	$ -
Packaging Staff	$ 55,000.00	$ -	$ -	$ 10,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 50,000.00	$ -	*$ 5,000.00*
HHM Management Staff	$ 125,000.00	$ -	$ -	$ 25,000.00	$ 50,000.00	$ -	$ -	$ -	$ -	$ -	$ 27,000.00	$ 15,000.00	$ (8,000.00)
[Line Item]	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
[Line Item]	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
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[Line Item]	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total	**$ 240,000.00**	**$ -**	**$ -**	**$ 45,000.00**	**$ 50,000.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 127,000.00**	**$ 15,000.00**	$ (3,000.00)
General Administration													
City of Town Staff	$ 45,000.00	$ -	$ -	$ -	$ -	$ -	$ 23,000.00	$ -	$ -	$ -	$ 20,000.00	$ 2,500.00	*$ 500.00*
Grant Consultant	$ 10,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 10,000.00	$ -	$ -
[Line Item]	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
[Line Item]	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total	**$ 55,000.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 23,000.00**	**$ -**	**$ -**	**$ -**	**$ 30,000.00**	**$ 2,500.00**	*$ 500.00*
Activity Total	**$ 388,000.00**	**$ -**	**$ 4,500.00**	**$ 57,500.00**	**$ 100,000.00**	**$ -**	**$ 23,000.00**	**$ -**	**$ -**	**$ -**	**$ 176,000.00**	**$ 25,000.00**	$ (2,000.00)

Instructions: Fill out the above line item budget with you projected activity costs. You may identify the line items by category, such as activity delivery, activity, and admin, or by any other activity categories that apply to your activity. Do keep you administration costs categorized under the General Administration category. Fill in the jurisdiction and activity information at the top of the form, and identify the spedific resources (funds) that will be used to pay for each line item in each category. If you do not have CDBG-PI, please leave those fields blank. If your budget

County of El Dorado

Duplication of Benefits Policy and Process

County of El Dorado Duplication of Benefits Policy
The County of El Dorado's Homeless Interim Housing Site Project is funded through CDBG-CV funds allocated under the 2020 CARES Act and governed by the Federal Register Notice FR-6218-N-01-CDBG-CV, dated August 7, 2020.

All CDBG-CV grantees are required to complete a duplication of benefits analysis for assisted activities to demonstrate that no financial assistance has been received or is available to pay costs charged to a CDBG-CV grant. To comply with this requirement, the County of El Dorado, and its subrecipient(s) will demonstrate that no other funds are available for an activity by maintaining records of compliance with mandatory duplication of benefits requirements described in the Federal Register Notice of August 7, 2020.

A CDBG-CV grantee is required to develop and maintain adequate procedures to prevent a duplication of benefits that address (individually or collectively) each activity or program. A grantee's policies and procedures are not adequate unless they include, at a minimum: (1) a requirement that any person or entity receiving CDBG-CV assistance must agree to repay assistance that is determined to be duplicative; and (2) a method of assessing whether the use of CDBG-CV funds will duplicate financial assistance that is already received or is likely to be received by acting reasonably by evaluating need and the resources available to meet that need. It is the intent of this document to present the County of El Dorado's policy to uphold, enforce and document conformance with the duplication of benefit requirements which cover use of its CDBG-CV funds.

County of El Dorado Duplication of Benefits Process
All applications to the County of El Dorado's Homeless Interim Housing Site are required to complete a Duplication of Benefits Affidavit as part of the application process. This affidavit acknowledges the County's requirement that any person or entity receiving CDBG-CV assistance must agree to repay assistance that is determined to be duplicative.

To meet HUD's requirements, the County has developed a method of assessing whether the use of CDBG-CV funds will duplicate financial assistance that is already received or is likely to be received by acting reasonably in evaluating need and the resources available to meet that need.[1]

This assessment process is as follows:

[1] The County anticipates additional guidance in this regard will be forthcoming from HUD and will review its process to ensure compliance at that time.

SAMPLE

1. Upon receipt of the completed application packet, County or designee reviews the Duplication of Benefits Affidavit to determine if the applicant has reported receiving any potentially duplicative assistance.
2. If so, County or designee may request additional information from the applicant, including:
    a. Dates funds were received
    b. Specific uses of funds received, including receipts and dates as appropriate.
3. Based on a review of this information, County or designee may:
    a. Determine that there is no duplication and proceed with consideration of the application for the full amount requested.
    b. Determine that there is a partial duplication and proceed with consideration of the application for an amount that reduces the request by the DOB amount
        i. Amount Requested – Amount of DOB = Eligible Amount
    c. Determine that there is a complete duplication and deny the application
4. In the event that an application moves forward and is approved, in whole or in part, the applicant will be required to sign a Subrogation Agreement to address concerns around the potential for future duplication (for example a PPP application was made, and was not denied but the applicant has not heard back).
5. In the event that an application is approved in part, the County or designee will also include in the funding documents specific information around what the funds may be spent on so as to avoid duplication of benefits.
6. County or designee will require all successful applicants to provide documentation as to how funds are actually expended, and will review this documentation to ensure no duplication has taken place.

All application documents, including the Affidavit and Subrogation Agreement, shall be retained in compliance with HUD's record retention requirements.

SAMPLE

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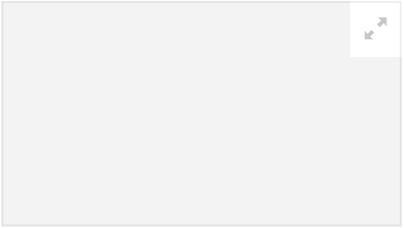
COMMERCIAL REAL ESTATE

El Dorado County exploring two hotel/motel purchases



El Dorado County is apparently looking at buying two hotel/motel properties, one of them the Hangtown Motel at 1676 Broadway in Placerville.

SONYA SORICH | SACRAMENTO BUSINESS JOURNAL

IN THIS ARTICLE

Hotels & Lodging
Topic

County of El Dorado
Company

Reonomy
Company

Yelp Inc.
Company

Harish Patel
Person

Hitesh Patel
Person

By Ben van der Meer
Staff Writer, Sacramento Business Journal
Apr 2, 2021, 9:41am EDT

El Dorado County is apparently exploring possible purchases of two hotels, though the reason why isn't clear.

In a session closed to the public, county supervisors earlier this week discussed negotiations on a price and terms of sale for the Hangtown Motel in Placerville and the Best Western Stagecoach Inn in Pollock Pines.

A county spokeswoman did not immediately have more information on the county's interest in the properties, though she noted their inclusion on a closed agenda typically limits what a public agency has to share about real estate matters.

The owner of the Hangtown Motel, Harish Patel, said county officials had come out to look at the property about two weeks ago, but he hasn't heard anything since.

"They never made an offer," he said, adding he'd entertain selling if they did. "It all matters on the offer, and we'll go from there."

Hangtown Motel, at 1676 Broadway, appears to be about 70 years old, with an unspecified number of rooms on a lot of about 148,500 square feet. Notably, the motel does not appear on websites for travelers, and has 1 1/2 out of five stars on Yelp, based on three reviews.

Records on real estate data service Reonomy show Patel bought the property in 2005 for $565,000.

Best Western Stagecoach, at 5940 Pony Express Trail in Pollock Pines, is a two-story, 26-room hotel built in 1982 on a 83,600-square-foot lot, according to records.

Kayna Westley CA LLC, with a Bay Area address, is listed as the owner in records. A message left with Hitesh Patel, who Reonomy identified as part of Kayna Westley, was not returned Thursday. The owner bought the property in 2019 for $3.5 million.

Several hotel properties in the region sold last year to affordable housing developers, who used local Project Homekey funds from the state to convert them into permanent affordable housing units.

But Project Homekey funds had to be spent at the end of 2020, and none of the state's announcements of awards under those funds mention properties in that part of El Dorado County.

It is possible, however, that the county is tapping other state programs to boost affordable housing supply for purchasing the Hangtown Motel and Best Western Stagecoach Inn.

RELATED CONTENT

El Dorado County misses 'orange' tier benchmark

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Mimosa House plans sixth local restaurant site

Court sides with Friends with Benedicts in trademark dispute

THE LIST

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Nonprofits -- Philanthropic and Area-based

The companies on this list have offices in El Dorad...

25 COMPANIES

TECHNOLOGY

Software Developers

The companies on this list have offices in El Dorad...

20 COMPANIES

TECHNOLOGY

Clean/Renewable Energy — Area-based

The companies on this list have local offices in El D...

15 COMPANIES

TECHNOLOGY

Solar Contractors

Solar Contractors companies on this list h...

9 COMPANIES

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Profile: jason.stalder@edcgov.us

Applicant Information

Tell us about you.

Linked Applicant
jason.stalder@edcgov.us

First name
Jason

Last name
Stalder

Email
jason.stalder@edcgov.us

Title
Analyst

Company
El Dorado County

Company Website
www.edcgov.us

City
Placerville

State
California

Organization Information

Tell us about your organization.

Organization Name
El Dorado County Health and Human Services Agency

Employer Identification Number (EIN)
946000511

DUNS
040558433

Authorized Representative
Don Semon

Business/Finance Representative
Nita Wracker

Organization Address

Address
3057 Briw Rd

Address 2
Suite B

City
Placerville

State
California

County
El Dorado County

Congressional District/Region
4th

Zip
95667

Phone
530-642-7300

Phone Extension

Fax
530-653-2215

Authorized Representative (if different from above)

Name
Don Semon

Title
Director

Email
don.semon@edcgov.us

Phone
5306216270

Business/Finance Contact (if required)

Name
Nita Wracker

Title
Chief Fiscal Officer

Email
nita.wracker@edcgov.us

Phone
(530) 295-6933

Program Year
2020

Are you applying on behalf of an additional Jurisdiction?
Yes

2 First Name

2 Last Name

2 Org name
City of Placerville

2 Email

2 Title

2 Company
City of Placerville

2 Company Website

2 City
Placerville

2 State
California

2 Organization Information

2 Organization Name
Cityof Placerville

2 Tell us about your organization.

2 Employer Identification Number (EIN)

2 DUNS

2 Authorized Representative

2 Business/Finance Representative

2 Organization Address

2 Address

2 Address 2

2 City

2 State

2 County

2 Congressional District/Region

2 Zip

2 Phone

2 Phone Extension

2 Fax

2 Authorized Representative (if different from above)

2 Name

2 Title

2 Email

2 Phone

2 Business/Finance Contact (if required)

2 Name

2 Title

2 Email

2 Phone

Budget: 26413987

Application
County of El Dorado and City of Placerville - Interim Housing for Homeless

Please use the following link to view the application budget. This link will open in a new window.
https://portal.ecivis.com/#/peerBudget/7DD2587D-9EDA-4DE2-A706-BCF3D47F16BE

Budget Status
Not Approved

Budget Report

Passthrough Agency: California Department of Housing and Community Development
Program: CDBG-CV2 and 3 Allocation
Stage: Pre-Award

Report Date: 09/02/2021
Requested By: Jason Stalder
jason.stalder@edcgov.us

Budget Items

Category	Title	Description	Direct Cost	Indirect Cost	GL Account	Cost Share	Type
Activity							
Hotel Purchase							
	Acquisition Cost	Purchase prices	$2,251,157.00	$0.00		$0.00	Direct Cost
Activity Total			**$2,251,157.00**	**$0.00**		**$0.00**	
General Administration							
Admin Overhead							
This subcategory has no line items.							
General Administration Total			**$0.00**	**$0.00**		**$0.00**	
Activity Delivery							
Activity Delivery Total			**$0.00**	**$0.00**		**$0.00**	

Other

Category	Title	Description	Direct Cost	Indirect Cost	GL Account	Cost Share	Type
Other							
Other Total			**$0.00**	**$0.00**		**$0.00**	
Grant Total			**$2,251,157.00**	**$0.00**		**$0.00**	

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT - AMENDMENT

SCO ID:

STD 213A (Rev. 4/2020)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 537 PAGES

AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
20-CDBG-CV2-3-00154	1	

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

CONTRACTING AGENCY NAME
Department of Housing and Community Development (HCD)

CONTRACTOR NAME
County of El Dorado

2. The term of this Agreement is:

START DATE
11/9/2021

THROUGH END DATE
11/8/2023

3. The maximum amount of this Agreement after this Amendment is:
$2,251,157.00

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

STD 213 A, Item 1, Contract Name of this Agreement is hereby changed from the County of El Dorado and City of Placerville to the County of El Dorado.
The addendum to the Standard Agreement entitled, "City of Placerville Signature block 10.25.21.pdf" is hereby deleted in its entirety.
The Exhibits A, B, D, E and F are hereby amended and added.

All other terms and conditions shall remain the same.

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 El Dorado

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
3057 Briw Rd , Suite B	Placerville	CA	95667

PRINTED NAME OF PERSON SIGNING	TITLE
Daniel Del Monte	Interim Director

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
Daniel Del Monte (May 18, 2022 09:15 PDT)	05/18/2022

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Department of Housing and Community Development (HCD)

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
2020 W. El Camino Avenue	Sacramento	CA	95833

PRINTED NAME OF PERSON SIGNING	TITLE
Rebecca Taylor	Contracts Manager

CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED
Rebecca Taylor	05/18/2022

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)
	Exempt per SCM Vol. 1 4.04. A.3 (DGS memo dated 6/12/1981)

EXHIBIT A

AUTHORITY, PURPOSE, AND SCOPE OF WORK

1. Authority & Purpose

This Standard Agreement (hereinafter "Agreement") will provide official notification of the conditional reservation of funds under the State of California's administration of the new federal funding for Community Development Block Grant Program for non-entitlement jurisdictions, tranches 2 and 3 (hereinafter, "CDBG-CV" or the "Program") by the Department of Housing and Community Development (hereinafter the "Department") pursuant to the Coronavirus Aid, Relief, and Economic Security (CARES) Act (Public Law No: 116-136), and the provisions of 42 U.S. Code (U.S.C.) 5301, et seq., 24 Code of Federal Regulations (CFR) Part 570, Subpart I , California Health and Safety Code Section 50825, et seq., the California State CDBG Program Guidelines in effect as of October 15, 2019, and, all as may be amended from time to time. In accepting this conditional reservation of funds by executing this Agreement, the Grantee agrees to comply with the terms and conditions of this Agreement, the Notice of Funding Availability (NOFA) under which the Grantee agrees to comply with the terms and conditions of this Agreement, the Notice of Funding Availability (NOFA) under which the Grantee applied, as identified in this document footer, the representations contained in the Grantee's application (the "Application") for this funding allocation, which is incorporated herein by reference and is included as a summary in Exhibit E, and the requirements of the authorities cited above. For activities funded outside of a NOFA, including activities funded through Program Income, and activities funded through Urgent Need, the Grantee agrees to comply with the terms and conditions of this Agreement, the representations contained in the Grantee's Application for activity funding, which is incorporated herein by reference and is included as a summary in Exhibit E, and the requirements of the authorities cited above. Any changes made to the submitted and awarded Application after this Agreement is executed must receive prior written approval from the Department. For purposes of this Agreement, use of the term "Grantee" shall be a reference to "Contractor".

2. Scope of Work

A. The Grantee shall perform the funded activities described in the Scope of Work (Work), including applicable National Objectives as represented in Exhibit E Sections I through IV, and the Application which is on file with the Department and which is incorporated herein by reference. All written materials or alterations submitted as addenda to the original Application and which are approved in

EXHIBIT A

writing by the Department are hereby incorporated as part of the Application. The Department reserves the right to require the Grantee to modify any or all parts of the Application in order to comply with CDBG-CV requirements. The Department reserves the right to monitor all Work to be performed by the Grantee, its contractors, and subgrantees in relation to this Agreement. Any proposed revision to the Scope of Work must be submitted in writing for review and approval by the Department and may require an amendment to this Agreement. Approval shall not be presumed unless such approval is made by the Department in writing.

B. For the purposes of performing the Scope of Work, the Department agrees to provide the amount(s) identified in Exhibit B, and as detailed in Exhibit E, Section VI, and Budget Worksheet. Unless amended in writing, the Department shall not be liable for any costs in excess of the total approved budget. The Department shall not, under any conditions, be liable for any unauthorized or ineligible costs or activities.

C. Except for General Program Administration, grant activity(ies) must meet one of the following three CDBG National Objectives:

- An activity that benefits low- and moderate-income (LMI) persons
- An activity designed to meet community development needs having a particular urgency. The activity must be designed to alleviate existing conditions which pose a serious and immediate threat to the health or welfare of the community which are of recent origin or which recently became urgent, and the recipient must demonstrate inability to finance the activity on its own and that other sources of funding are not available.
- An activity that aids in the prevention or elimination of slums or blight

3. Duplication of Benefits (DOB)

Pursuant to the Coronavirus Aid, Relief, and Economic Security (CARES) Act (Public Law No: 116-136) and described in FR-6218-N-01, the CDBG-CV Federal Register Notice, Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), as amended by section 1210 of the Disaster Recovery Reform Act (DRRA) of 2018, it is the Department's responsibility to ensure that each CDBG-CV activity provides assistance only to the extent that the project's funding needs have not been met by another source.

EXHIBIT A

Grantees must have on file with the Department duplication of benefits policies and procedures that include recapture requirements and processes. Grantees must report to the Department on DOB throughout the Agreement Term. DOB must be tracked at both the programmatic level and at the client service level. The Grantee must collect affidavits from program participants agreeing to repay any portion of proceeds determined to be a duplication of benefits, with such proceeds to be returned to the Grantee a and Grantee must re-capture funds from households that have received a DOB. The Department will recapture funds from Grantees with DOB(s).

Warning: Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

4. Effective Date and Commencement of Work

A. This Agreement is effective upon approval by the Department as evidenced by the Department representative's signature on page one of the fully executed Standard Agreement, STD 213.

B. The CARES Act provides that CDBG-CV funds may be used to cover or reimburse allowable costs of eligible activities to prevent, prepare for, and respond to coronavirus incurred by a Grantee after January 21, 2020. Pre-application costs, pre-agreement costs, and pre-award costs are permitted. However an environmental review must be performed and a release of funds must be obtained in accordance with 24 CFR part 58 prior to committing CDBG-CV funds to reimburse such costs. The CDBG-CV Grantee agrees that any Work toward the implementation of the project activity or program activity, as identified in Exhibit E, Section I through IV, will be subject to an environmental review prior to the execution of this Agreement by the Department and that this Agreement must be executed prior to reimbursement for pre-agreement costs incurred by the Grantee .

5. Term of Agreement and Performance Milestones

A. Term of Agreement: With the exception of the Grant Closing Requirements set forth in Exhibit B, Section 6, the Grantee shall complete the grant activity and/or activities on or before 24 months (two (2) years) from the Department's execution date identified on the STD 213 of this Standard Agreement. Any extensions beyond the 24 months will require the Department's approval and a contract amendment.

EXHIBIT A

B. Expenditure Deadline: All Program funds shall be expended no later than 24 months (two (2) years) from the final Department execution date of this Agreement as identified on the STD 213. All requests for funds must be submitted prior to the Expenditure Deadline.

1) Reporting Deadlines:

a) All activities except activities in support of new housing construction and activities in support of economic development must report final beneficiaries no later than sixty (60) days after the expiration of the Expenditure Deadline. Extensions for final reporting must be approved in writing by the Department.

b) For activities in support of new housing construction and economic development where housing units or jobs are dependent on off-site infrastructure development, the activity shall have an extended reporting term of two years (24 months) from the Expenditure Deadline to complete reporting of units constructed and occupied or jobs created or retained. Activities that do not meet the reporting deadline may be deemed ineligible and the Grantee may be required to repay all grant funds expended on the activity.

C. Milestones: Grantee shall timely adhere to project milestones as established in Exhibit E, Section V.

1) Failure to Meet Milestones:

a) Failure to meet the first milestone identified in Exhibit E, Section V, is a material breach and may result in a for-cause termination of this Agreement. All funds, including program income, reimbursed for this activity prior to the termination shall be returned to the Department no less than thirty (30) days from the written notification of termination.

b) Failure to meet any given subsequent milestones identified in Exhibit E, Section V, may result in loss of program eligibility and will restrict the Grantee from applying for additional CDBG funding until the activity is corrected and put back on schedule, or the activity is

EXHIBIT A

completed, or the activity is canceled.

2) Any milestone or deadline except for: (1) the first milestone, (2) the final activity report milestone, and (3) the expenditure deadline, may be revised administratively with the approval of the Department without incurring penalty, provided the revision request is received in advance of the original milestone due date.

6. Scope of Work Revisions and Amendments

A. Contract Revisions:

1) Adjustments to the Scope of Work that do not require:

a) an increase or reduction of activity scope;

b) a change in National Objective; or a

c) change in the type of beneficiaries assisted

may be completed as a Contract Revision. Contract Revisions must be approved by the Department prior to implementation. If approved, contract revisions shall automatically be deemed a part of, and incorporated into, this Agreement. Approval shall be provided either through the online grant management system, or in writing, as appropriate.

2) Contract Revisions may include but not be limited to:

a) Adjustments that:

i. Itemize the scope of work;

ii. Revise milestone deadlines except for first and last milestones; and/or

iii. Change the scope of work in a manner that does not change the overall budget, National Objective, or change type or reduce the number of estimated beneficiaries.

b) Adjustments that increase the estimated number of beneficiaries without increasing or decreasing the scope of work and without

EXHIBIT A

changing the overall budget.

B. Contract Amendments:
   1) Adjustments to the Scope of Work that:

      a) Require an increase or a reduced scope of work:

      b) Change the National Objective; or

      c) Change the type or reduces the number of beneficiaries assisted

   shall require a Contract Amendment. Contract Amendments must be fully executed by both the Grantee and the Department prior to implementation. Adjustments may not be implemented prior to execution unless the Department has provided written notice authorizing the Grantee to proceed.

   2) Contract Amendments may include but not be limited to:

      a) Adjustments that:

         i. add scope beyond what was included in the original application;

         ii. reduce scope such that the activity is materially different from the original application; or

         iii. reduce estimated beneficiary counts.

         iv. Adjustments that change the scope in a manner that requires a change to awarded activity budget, including adding funds from other State CDBG funded activities, adding Program Income, and reducing funds from either State CDBG awarded funds or Program Income.

C. HUD Matrix Codes:
   If HUD changes an activity matrix code(s) or if there is an error in recording the activity code, the Grantee shall be notified in writing and the correction shall not require an amendment to this Agreement.

EXHIBIT A

7. State CDBG Program Contract Management

A. Department Contract Manager:

For purposes of this Agreement, the State CDBG Program Managers for the Department shall also serve as the Program Contract Managers. Written communication regarding this Agreement shall be directed to the State CDBG Program Contract Manager at the following address:

State CDBG Program Contract Manager
Division of Financial Assistance
Department of Housing and Community Development
P.O. Box 952054
Sacramento, California 94252-2054
Phone: (916) 263-6468
Email: CDBG@hcd.ca.gov

B. Contract Management:

Day-to-day administration of this Agreement shall take place through the online grant management system, including but not limited to:

3) Financial Reports (Funds Requests);

4) Activity Reports;

5) Semi-Annual Reports;

6) Annual Reports;

7) Submittal of any and all requested supporting documentation;

8) Standard Agreement Revisions (non-material contract changes); and,

9) Standard Agreement Amendments (material contract changes).

C. Grantee Contract Administrator:

The Grantee's Contract Administrator (must be a Grantee employee) is identified in Exhibit E, Profile. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be directed to the Grantee's Contract Administrator at the contact information identified in Exhibit E, Profile.

EXHIBIT A

Written communication shall be directed to the Grantee's Contract Administrator as identified in the Grantee Profile as referenced in Exhibit E.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Budget

A. Budget Detail: The activity shall follow the budget as detailed in Exhibit E, Section VI.

B. Program Income: All Program Income is state administered CDBG funding and is subject to the same federal requirements for financial administration as open grant awards. Program Income, including both cash-on-hand and future projected receipts, if identified as a funding source for any given activity, must be included in the activity budget and must be substantially expended prior to drawing grant award funds. Program Income must be identified separately from grant funds in the activity budget and must be broken out into activity and general administration funding, as applicable. The Department will not encumber locally administered Program Income against NOFA grant funds in the state's accounting system. Only new grant awards made under a NOFA or in conjunction with an Urgent Need application will be encumbered in the Department's accounting system.

Funding in this Agreement may include either or both:

1) the total new grant award from the NOFA to be encumbered by the Department from grant funds,

2) total locally held Program Income to be included in the activity budget but that will **not** be encumbered by the Department. This Agreement is for the sum total of funds to be used in the activity including grant funds and Program Income, as applicable. Program Income receipts must be reported no less than quarterly.

C. Other Non-State CDBG Funding Sources: The Grantee shall report on the value of other contributions included as leverage for each activity via the Financial Reports (funds requests) required for such activity. The Financial Reports shall be accessed through the online grant management system and are the reports which convey the information needed to complete financial transactions in HUD's Integrated Disbursement and Information System (IDIS).

EXHIBIT B

2. Availability of Funds

The Department's provision of funding to Grantee pursuant to this Agreement is contingent on the continued availability of CDBG funds and continued federal authorization for CDBG activities, as well as the conditions set forth in Exhibit D, Section 33. The Department's provision of funding is subject to amendment or termination due to lack of funds or authorization. This Agreement is subject to written modification or termination as necessary by the Department in accordance with requirements contained in any future state or federal legislation and/or state or federal regulations. All other modifications must be in written form and approved by both parties.

3. Eligible Costs

A. The CARES Act provides that CDBG-CV funds may be used to cover or reimburse allowable costs of eligible activities to prevent, prepare for, and respond to coronavirus incurred by a Grantee after January 21, 2020. However, Grantee shall not receive a commitment of funds, nor shall funds be reimbursed until the Grantee has documented compliance with the applicable National Environmental Protection Act (NEPA) requirements established in 24 CFR Part 50, 24 CFR Part 58, and 42 USC §4321, et seq.

B. Allowable Costs: Allowable costs shall mean those necessary and proper costs under 2 CFR §200.400 through 475, and as identified in the Grantee's application and as detailed in Exhibit E, Section VI, and as approved by the Department unless any or all such costs are disallowed by the State of California or HUD. Allowable costs include necessary and proper activity and administration costs incurred prior to the execution of this Agreement. All costs incurred prior to the execution of this Agreement must be eligible to be considered allowable and suitable for reimbursement. Eligible costs must, at a minimum, be costs incurred according to the procurement requirements of 2 CFR §200.317, et seq. and be costs required for the activity in this Agreement to meet a National Objective.

C. Priority of Funds: The Grantee agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. To the extent available, the Grantee must disburse funds available from locally held funding CDBG grant resources such as, but not limited to Program Income,

EXHIBIT B

rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments from the grant award.

D. Withholding Funds: The Department reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this Agreement. Payments are contingent upon the Grantee's financial management system meeting the requirements of 2 CFR §200.302, and the internal control requirements of 2 CFR §200.303. Payment may be suspended or terminated, in whole or in part, by the Department in its sole discretion in the event of a default by Grantee.

E. Disencumbering Funds: The Grantee agrees that funds determined by the Department to be surplus upon completion of the activity, or that have not been spent prior to the Expenditure Deadline will be subject to disencumbrance by the Department.

F. Indirect Costs: If Grantee wishes to charge for indirect costs, the Grantee must develop an indirect cost allocation plan for determining the appropriate CDBG share of such indirect costs and submit such plan to the Department for approval prior to submission of requests for any payments for the indirect cost expenditures.

G. Pre-Agreement Costs: Pre-Agreement Costs are eligible costs incurred prior to the award of funds as defined in Exhibit D, Section 1. Eligible Pre-Agreement costs as identified in Exhibit E, Section VI, Project Budget, may only be reimbursed upon the full execution of this Agreement and verification that the costs meet all eligibility criteria. Pre-Agreement costs may include both activity delivery and general program administration.

The Grantee agrees that any Pre-Agreement costs **not** previously identified in Exhibit E, Section VI, Project Budget, will **not** be paid with CDBG-CV1 funds.

4. Method of Payment

The Department will not authorize payments unless it has determined the costs incurred are in compliance with the terms of this Agreement. Funds requested through the Financial Activity Report must be for a minimum of $1,000.00, except for the final funds

EXHIBIT B

request, which must be marked "Final". Payments will be issued to the agency identified on the Taxpayer Identification Form (TIN) provided by the Grantee to the Department.

A. Reimbursements: The Department will reimburse the Grantee its allowable costs for the services identified in this Agreement in Exhibit E, Section VI, upon presentation of invoices which Grantee certified are true and correct copies of payments due on behalf of the Grantee for the activity covered by this Agreement and made in accordance and compliance with Exhibit A, Scope of Work. The Grantee may not request reimbursements under this Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed.

1) To receive reimbursement for grant activities, including reimbursement for eligible Pre-Agreement costs, the Grantee must submit all Department required forms according to the applicable deadlines. Financial Reports and Activity Reports are due no less than quarterly, within 15 days of the end of the quarter. Financial Reports and Activity Reports may be submitted more frequently at the Grantee's discretion. Financial Reports shall include the level of documentation specified by the Department, including proof of expenditure, and proof of cost eligibility. Grantees must submit documentation supporting cost amounts and cost eligibility with each funds request as part of the Financial Report.

2) Grantees shall submit Financial Reports (funds requests) no less than quarterly. If no funds have been expended, the Grantee shall provide a description of work completed and an explanation of why no funds have been expended.

B. Advances: The Grantee must receive prior written approval from the Department before submitting an advance request. All advances are subject to the Department's consent, which may be given or withheld on its sole discretion. No advances will be issued prior to full Agreement execution.

C. Final Payment Requests:

1) Grantees on the Reimbursement Payment System: All requests for final reimbursement must be submitted before the Expenditure Deadline

EXHIBIT B

referenced in Exhibit A, Section 5 of this Agreement.

2) Grantees on the Advance Payment System: The last advance payment must be submitted to the Department no later than sixty (60) days prior to the Expenditure Deadline of this Agreement.

3) Return of Unexpended Funds: All funds received by the Grantee but not expended by the Expenditure Deadline must be accounted for and returned to the Department within thirty (30) days after the Expenditure Deadline. Funds shall be returned in accordance with the current State CDBG Grants Management Manual. All returned funds will be disencumbered.

4) All Funds Not Previously Requested: If the final funds disbursement request for costs expended during the term of this Agreement has not been received by the Department before the Expenditure Deadline, and the Grantee has not requested an extension per Exhibit A Section 5, (Term of Agreement and Performance Milestones), the Department may disencumber any funds remaining and grant funds will no longer be available for the Grantee.

5. Budget Revisions and Amendments

Budget line item adjustments may be made in accordance with the following:

A. Budget Revisions: Adjustments to the Budget that do not require an increase or reduction of total activity budget, a change in National Objective, or a change in the type or a reduction in number of beneficiaries assisted may be completed as a Budget Revision. Budget Revisions shall include but not be limited to:

1) Adjustments that reallocate funds between budget line items, including between General Administration funding, activity funding, and Program Income resources, including both Program Income cash on hand, and Program Income projected receipts, but that otherwise does not change the overall budget total, the scope of work, the National Objective, and type and count of estimated beneficiaries. Reallocations involving General Administration funding are subject to applicable General Administration caps identified in the Notice of Funding Availability.

2) Adjustments that increase or decrease the detail included in the submitted lined item budgets, including adding and removing budget line items, without increasing or decreasing the scope of work and without changing

EXHIBIT B

the overall budget.

3) Budget Revisions must be approved by the Department prior to implementation. Approval shall be provided either through the online grant management system, or in writing, as appropriate. If approved, Budget Revisions shall automatically be deemed a part of, and incorporated into, this Agreement.

B. Budget Amendments: Adjustments to the Budget that result in an increased or a reduced total activity budget shall require a Contract Amendment. Contract Amendments must be fully executed by both the Grantee and the Department prior to implementation. Adjustments may not be implemented prior to execution unless the Department has provided written notice authorizing the Grantee to proceed.

6. Grant Closing Requirements

A. Expenditure Deadline:

1) All Program funds shall be expended no later than the Expenditure Deadline as defined in Exhibit A, Section 4. All requests for funds must be submitted no later than thirty (30) days prior to the Expenditure Deadline.

2) The Final Financial Report for the activity must be marked final and submitted before the Expenditure Deadline. Financial Reports submitted after the Expenditure Deadline will not be eligible for reimbursement.

Closeout Procedure: The Grantee must submit the following at the completion of the activity:

1) A Final Activity Report that includes all required reporting data for the activity;

2) A filed Notice of Completion (if applicable);

3) Evidence, satisfactory to the Department, of compliance with any and all other Special Conditions of this Agreement as set forth in Exhibit E hereto; and,

4) A resolution from the governing body acknowledging the accomplishments of the activity and confirming that the activity is complete and that all outstanding funds have been reimbursed by the Department.

EXHIBIT B

If the Grantee identified an extended reporting period will be required to meet the National Objective for the activity in the Application, the above closeout requirements shall be submitted upon the completion of the activity, or within sixty (60) days after the Expiration Deadline, whichever comes first. If no extended reporting period is required, the above closeout requirements shall be submitted within thirty (30) days after the Agreement's Expenditure Deadline. Upon receipt of the above documentation, the Department will close out this Agreement and finalize the activity in IDIS for final reporting to HUD.

B. Ongoing Reporting: Grants that have been closed may, as applicable, have continued reporting requirements, including Program Income reporting, performance reporting, beneficiary reporting, asset reporting, and other federally required reports as identified in Exhibit D, Section 22.

EXHIBIT D

CDBG-CV2-3 PROGRAM TERMS AND CONDITIONS

1. Federal Grant Identification

HUD Grant No.: B-20-DW-06-0001
CFDA Number: 29.019
Date HUD Grant Agreement Signed: 11/26/2020

2. Definitions

A. "Activity" means one of the following HUD eligible activities as per 42 U.S.C. 5305.
   1) Acquisition (§ 5305 (a)(1))
   2) Public Improvements (§ 5305 (a)(2))
   3) Public Facilities (§ 5305 (a)(2) and (5))
   4) Public Services (§ 5305 (a)(8))
   5) Business Financial Assistance (§ 5305 (a)(17))
   6) Microenterprise Assistance (§ 5305 (a)(22))

B. “Activity Budget” means the budget included in Exhibit E, Section VI, Project Budget, as referenced by Exhibit B, Budget Detail, and Payment Provisions.

C. "Activity Delivery" (AD) means any reasonable and necessary costs associated with activity implementation that are not directly related to labor and/or direct construction and/or direct activity implementation costs. The Grantee may expend up to the indicated AD as identified in the NOFA that is associated with this Agreement or any relevant CDBG Management Memo.

D. “Activity Reports” are the activity reports that must be submitted at least quarterly that describe program or project progress and/or beneficiaries served during a given reporting period.

E. “CARES Act” means the Coronavirus Aid, Relief and Economic Security Act.

F. “Department” means the California Department of Housing and Community Development.

"Financial Report" is also identified as a funds request and refers to the forms

EXHIBIT D

and processes required to request the drawdown of CDBG-CV2/3 funds (requests for funds must be a minimum of $1,000.00 unless it is the final Financial Report for an activity). Funds disbursements must be completed no less than quarterly for each open activity, including Program Income funded activities.

G. "General Administration" refers to eligible administrative expenses as provided in 42 U.S.C. §5305(a)(13), as further described in the CDBG Program Guidelines, § 208.

H. “Grantee” means the jurisdiction that applied for CDBG-CV2/3 funding and has legal authority to sign this Agreement and commit to compliance with all federal requirements regarding the administration of federal funds, as identified in 2 CFR Part 200.

I. “Pre-Agreement Costs” are pre-award costs as defined at 2 CFR §200.458 and 24 CFR §570.489(p) and are costs that are eligible per 2 CFR §200.400 et. seq. that have been itemized on the approved activity budget as identified in Exhibit E, Section VI, Project Budget, as referenced by Exhibit B, Budget Detail and Payment Provisions.

J. "Program" means an eligible activity that provides direct assistance to eligible participants within a defined service area. Programs include public services, housing assistance to households, and instances where an eligible person, household, or area is directly assisted with a unit of service.

K. “Program Guidelines” means the CDBG Program Guidelines adopted in October 2019 that replaced the California state regulations regarding the operation of the State CDBG program, as per Health and Safety Code §50826.1(a) that states that the regulations are repealed upon adoption of guidelines.

L. “Program Income”, as defined in 24 CFR §570.489(e), means gross income received by the Grantee that is directly generated from the use of CDBG funds. When such income is generated by an activity that is only partially assisted with CDBG funds, the income shall be prorated to reflect the percentage of CDBG funds used.

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M. "Project" means eligible capital improvements to public facilities, infrastructure, assets, and right-of-way. Projects may also include eligible capital improvements to privately owned facilities, infrastructure, and assets that serve the public or that provide a public good, including shelters, community-based facilities, and utilities.

3. Eligible Activities

Grantee will only use funds under this Agreement for the activity identified in Exhibit E. All activities must be eligible CDBG-CV2/3 activities as authorized under the CARES Act, (Public Law No: 116-136), 42 U.S.C. §5305 and 24 CFR §570.482.

4. National Objectives

Grantee will only use funds in support of the National Objective identified in Exhibit E, Section I. All CDBG-CV2/3 funded activities must meet a National Objective as defined in 42 U.S.C. §5304(b)(3), as amended, and 24 CFR §570.483.

Real Property acquired or improved in whole or in part with CDBG-CV2/3 funds must be used to meet the same National Objective for which it was purchased or improved for no less than five years from the date of acquisition/completion. The Department may require a Use Restriction Agreement be recorded against real property acquired or improved in whole or in part with CDBG-CV2/3 funds.

5. Termination and Remedies for Noncompliance

Awards as secured by this Agreement may be terminated by the Department in whole or in part as per federal regulation at 2 CFR §200.339. All terminations shall include written notification setting forth the reason(s) for such termination, the effective date, and the portion to be terminated in the case of partial terminations and will follow termination notification requirements identified in 2 CFR §200.340.

A. Termination without Cause: Agreements may be terminated without cause in whole or in part by the Department **only** with the consent of the Grantee. In the case of a whole agreement termination, the two parties shall agree upon termination conditions, including the effective date. In the case of partial termination, the two parties shall agree upon termination conditions, including the

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portion to be terminated and the effective date.

B. Noncompliance and Termination with Cause: The Department may terminate this Agreement for Grantee's failure to comply with the terms and conditions of this Agreement. Terminations for material failure to comply with the Agreement terms and conditions must be reported by the Department to the appropriate federal program integrity and performance system accessible through the System for Award Management (SAM) as per 2 CFR §200.339(b).

1) The Department may initiate remedies for noncompliance as identified in 2 CFR §200.338 at any time it has been determined that the Grantee is no longer meeting the terms and conditions of this Agreement. Remedies for noncompliance may be required in addition to, in lieu of, or prior to termination.

2) Prior to terminating this Agreement for cause or noncompliance, the Department shall submit written notice specifying noncompliance and/or specifying the event or events that if not cured would constitute an event of default. The Department's written notice shall identify remedies for cure. Grantee shall have thirty (30) calendar days from receipt of notice to fully cure. This period may be extended at the Department's discretion for a reasonable period of time if the Grantee is acting in good faith to cure the noncompliance or cause. Any extension of the cure period must be communicated in writing by the Department.

3) The Department's remedies for Grantee's noncompliance with a federal statute or regulation, a state statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere may include, as appropriate:

a) Temporarily withhold cash payments pending correction of the deficiency by the Grantee.

b) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance.

c) Wholly or partly suspend or terminate the current award for the

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Grantee's program or project, as applicable.

d) Withhold further and/or future awards of CDBG/CDBG-CV2/3 funds.

e) Request that HUD initiate federal suspension debarment proceedings.

f) Take other remedies that may be legally available, including, but not limited to:

(i) In the case of costs incurred without meeting a National Objective, require repayment of all funds reimbursed, including General Administration, Activity Delivery, and any and all Program Income, as appropriate.

4) In taking an action to remedy noncompliance, the Department will provide the Grantee an opportunity for such hearing, appeal, or other administrative proceeding to which the Grantee is entitled under any statute or regulation applicable to the action involved as per 2 CFR §200.341.

C. Effects of Suspension and Termination: Grantee costs resulting from obligations incurred by the Grantee or any of the Grantee's contractors, subrecipients, or subgrantees during a suspension or after termination of an Agreement are not allowable unless otherwise authorized by the Department in written notice or as allowable in 2 CFR §200.342. Termination and remedies for noncompliance identified in this Section do not preclude a Grantee or any of the Grantee's contractors, subrecipients, or subgrantees from being subject to non-procurement debarment and suspension requirements at 2 CFR Part 2424. CDBG-CV2/3 funds may not be provided to excluded or disqualified persons pursuant to 24 CFR §570.489(l).

D. Remedies: All remedies of the Department hereunder are cumulative and not exclusive.

6. Severability

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A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.

B. The Grantee shall notify the Department immediately of any claim or action undertaken by or against it which affects or may affect this Agreement or the Department, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Department.

7. Waivers

No waiver or any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce, at any time, the provisions of this Agreement or to require, at any time, performance by the Grantee of these provisions shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions.

8. Uniform Administrative Requirements

The Grantee, its agencies or instrumentalities, and Subgrantees shall comply with the policies, guidelines and Administrative Requirements of 2 CFR Part 200 et seq., as applicable, as they relate to the cost principles, audit requirements, acceptance and use of federal funds.

A. Single Audit Compliance: Funds will not be disbursed to any Grantee identified by the State Controller's Office (SCO) as non--compliant with the Federal Single Audit Act, as described in the Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards at 2 CFR 200 Sub-Part F. No funds may be disbursed until compliance with the Uniform Administrative Requirements is demonstrated to the satisfaction of the Department.

B. Accounting Standards: Grantee agrees to comply with, and administer the activity in conformance with, 2 CFR § 200.300 et seq, and agrees to adhere to

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the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

C. Suspension and Debarment: By executing this Agreement, Grantee verifies and affirms that it has not been suspended or debarred from participating in or receiving federal government contracts, subcontracts, loans, grants or other assistance programs.

9. Compliance with State and Federal Laws and Regulations

A. Grantee, its agencies or instrumentalities, contractors, sub-grantees, and subrecipients shall comply with all local, state, and federal laws, statutes, and regulations, as well as policies and guidelines established by the Department for the administration of the CDBG-program.

B. Grantee shall comply with the requirements of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (Public Law No: 116-136, the Housing and Community Development Act of 1974 (HCDA) as amended and codified at Title 42 United States Code (U.S.C.) §5301 et. seq., and Subpart 1 of the Federal CDBG Regulations, found at Title 24 Code of Federal Regulations (CFR) §570.480 et. Seq.,2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance, as adopted by HUD at 2 CFR 200 and all federal regulations and policies issued pursuant to these regulations. The Grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

10. Affirmatively Furthering Fair Housing

Grantee shall affirmatively further fair housing, in accordance with the Civil Rights Act of 1964 (42 U.S.C 2000a, et seq.), and the Fair Housing Act (42 U.S.C. 3601, et seq.), according to 42 U.S.C. 5306, et seq. and in compliance with California statute (Gov. Code sections 65583, et seq.). Grantee shall comply with the Fair Housing Amendment Act of 1988 (Public Law 100-430).

11. Equal Opportunity Requirements and Responsibilities

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Grantee agrees that it undertakes hereby the same obligations to the Department that the Department has undertaken to HUD pursuant to the Department's CDBG/CDBG-CV2/3 certifications. The obligations undertaken by Grantee include, but are not limited to, the obligation to comply with all applicable federal laws and regulations described in Subpart K of 24 CFR Part 570 and specifically with each of the following:

A. The Housing and Community Development Act of 1974 (Public Law 93-383) that authorized the CDBG program, as amended, and legislative changes contained in the Housing and Urban-Rural Recovery Act of 1983 that authorized the state administered CDBG program for non-entitlement communities, and the Architectural Barriers Act of 1968 (42 U.S.C. Section 4151) that requires publicly funded facilities be accessible to the public;

B. Title VI of the Civil Rights Act of 1964 (Public Law 88-352) prohibiting discrimination based on protected class, as amended, Title VIII of the Fair Housing Act (Public Law 90-284) prohibiting discrimination in housing, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259) requiring expanded compliance with civil rights laws for jurisdictions receiving federal funding; Section 104(d), regarding relocation and displacement, and Section 109, prohibiting discrimination in CDBG funded programs, of Title 1 of the Housing and Community Development Act of 1974, as amended; Section 504 of the Rehabilitation Act of 1973 prohibiting recipients of federal funds from discrimination against persons with disability; the Americans With Disabilities Act of 1990 prohibiting all public discrimination against persons with disabilities; the Age Discrimination Act of 1975 prohibiting age-based discrimination in federally funded activities; Executive Order 11063 prohibiting discrimination in disposition of properties owned or financed with federal funds, as amended by Executive Order 12259; and Executive Order 11246 regarding fair employment, as amended by Executive Orders 11375, 11478 and 12086; and HUD regulations heretofore issued or to be issued to implement these authorities relating to civil rights;

C. The Equal Employment Opportunity Act of 1972 that created the Equal Employment Opportunity Commission, Equal Employment Opportunity and Affirmative Action requirement (EEO/AA); Grantee shall, in all solicitations or

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advertisements for employees placed by or on behalf of the Grantee, state that it is an Equal Opportunity or Affirmative Action employer.

12. Relocation, Displacement, and Acquisition

Grantee shall comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, in 24 CFR Part 42, 49 CFR Part 24, and 42 U.S. §5304(d) as they apply to the performance of this Agreement. Grantee agrees to comply with 24 CFR §570.606 relating to the acquisition and disposition of all real property utilizing grant funds and to the displacement of persons, businesses, non-profit organizations and farms occurring as a direct result of any acquisition of real property utilizing grant funds.

13. The Training, Employment, and Contracting Opportunities for Business and Lower Income Persons Assurance of Compliance (Section 3):

The Grantee and any of its Subrecipients and/or Contractors shall comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulation at 24 CFR, Part 75. The responsibilities outlined in 24 CFR Part 75.19 include:

A. Implementing procedures designed to notify Section 3 workers about training and employment opportunities generated by Section 3 covered assistance and Section 3 business concerns about contracting opportunities generated by Section 3 covered assistance.

B. Notifying potential Contractors for Section 3 covered projects of the requirements of Part 75, Subpart C and incorporating the Section 3 clause set forth below in all solicitations and contracts in excess of $100,000 as required at 24 CFR 75.27.

Section 3 Clause

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

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The parties to this contract agree to comply with HUD's regulations in 24 CFR. Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75 and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

The contractor acknowledges that subrecipients, contractors, and subcontractors are required to meet the employment, training, and contraction requirements of 24 CFR 75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.

The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.

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Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

The contractor agrees to submit, and shall require its subcontractors to submit to them, annual reports detailing the total number of labor hours worked on the Section 3 Project, the total number of labor hours worked by Section 3 Workers, and the total number of hours worked by Targeted Section 3 Workers, and any affirmative efforts made during the quarter to direct hiring efforts to low- and very low-income persons, particularly persons who are Section 3 workers and Targeted Section 3 workers.

C. Facilitating the training and employment of Section 3 workers and the award of contracts to Section 3 business concerns by undertaking activities such as described in 24 CFR Part 75.25(b), as appropriate, to reach the goals set forth in 24 CFR Part 75.23 and in Federal Register Vol. 85, No. 189, page 60909, until superseded by HUD in a subsequent publication. As of September 29, 2020, the minimum Section 3 benchmark is twenty-five (25) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Section 3 workers; and five (5) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Targeted Section 3 workers.

D. Documenting actions taken to comply with the foregoing requirements, the results of those actions taken and impediments, if any.

14. <u>Environmental Compliance</u>

A. Grantee shall comply with the California Environmental Quality Act (CEQA) (Pub. Resources Code § 21000, et seq.) requirements as they apply to this project. CEQA reviews and determinations are the responsibility of local agencies and shall be administered by the Grantee as applicable.

B. Grantee shall comply with the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, *et seq.*, as amended, and 33 U.S.C. § 1318 relating to inspection, monitoring, entry, reports, and information, and all regulations and guidelines issued thereunder.

C. Grantee shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. 7401, et seq.

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D. Grantee shall comply with Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50 regarding air quality protections, as amended.

E. Grantee shall comply with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. §4001). Grantee shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, that flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

F. Grantee shall comply with the requirements of the Residential Lead-Based Paint Hazard Reduction Act of 1992 and Section 401(b) of the Lead-Based Paint Poisoning Prevention Act of 1971. Grantee agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR §570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be required.

G. Grantee shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), the Archaeological and Historical Preservation Act of 1974 (Public Law 93-291), and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. Grantee shall also comply with federal Executive Order 11593 on the protection and enhancement of the cultural environment. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a federal, state, or local historic

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property list.

H. Grantee shall comply with all National Environmental Protection Act (NEPA) requirements as applicable to the performance of this Agreement as found in 24 CFR Part 50, 24 CFR Part 58, as applicable, and 40 CFR Parts 1500 – 1508. The CARES Act provides that CDBG-CV funds may be used to cover or reimburse allowable costs of eligible activities to prevent, prepare for, and respond to coronavirus incurred by a Grantee after January 21, 2020. However, Grantee shall not execute this Agreement nor receive reimbursement for pre-agreement eligible activity costs until they have successfully documented compliance with the applicable NEPA requirements, including public noticing and publishing.

I. This Agreement does not constitute a commitment of funds or site approval, and the commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the Grantee of an approval of the request for release of funds and certification from the Department under 24 CFR Part 50, 24 CFR Part 58, and 40 CFR 1500 - 1508. The provision of any funds to the project is conditioned on the Grantee's determination to proceed with, modify or cancel the project based on the results of the environmental review. The Grantee will not receive appropriate notice to proceed until they have successfully documented compliance with the applicable NEPA requirements, including public noticing and publishing.

15. Procurement

The Grantee shall comply with the procurement provisions in 2 CFR §200.317 – 200.326, Procurement Standards, as well as all other Administrative Requirements for Grants and Cooperative Agreements to state, local and federally recognized Indian tribal governments as set forth in 2 CFR Part 200, et seq., as applicable.

16. Procurement of Recovered Materials

A. Grantee and the Grantee's contractors shall comply with Section 6002 of the Solid Waste Disposal Act of 1965, as amended by the Resource Conservation and Recovery Act. The Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain

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the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, unless the Contractor determines that such items:

1) are not reasonably available in a reasonable period of time;

2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or

3) are only available at an unreasonable price.

B. This clause shall apply to items purchased under this Agreement or subsequent contract where:

1) the Contractor purchases in excess of $10,000.00 of the item under this Agreement; or

2) during the preceding federal fiscal year, the Contractor:

a) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and

b) purchased a total of in excess of $10,000.00 of the item both under and outside that contract.

17. Contracting and Labor Standards

A. Grantee shall comply with the Davis-Bacon Act (40 U.S.C. §§ 3141-3148) and 29 CFR Subtitle A, Parts 1, 3 and 5, as applicable, to construction, alteration, and repair contracts over $2,000.00.

B. Grantee shall ensure that all contracts comply with the Anti-Kickback Act of 1986 (41 U.S.C. §§ 51-58) that prohibits attempted as well as completed "kickbacks," which include any money, fees, commission, credit, gift, gratuity, thing of value,

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or compensation of any kind.

C. Grantee shall ensure all contracts comply with the Contract Work Hours and Safety Standards Act of 1962 (40 U.S.C. § 3702) which requires that workers receive overtime compensation at a rate of one and one-half (1-1/2) times their regular hourly wage after they have worked forty (40) hours in one week.

D. Grantee shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Department for review upon request.

18. Prevailing Wages

A. Where funds provided through this Agreement are used for construction work, or in support of construction work, the Grantee shall ensure that the requirements of California Labor Code, Chapter 1, commencing with Section 1720, Part 7 [California Labor Code Sections 1720-1743] (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) are met.

B. Where funds provided through this Agreement are used for construction work or in support of construction work, the Grantee shall also ensure that the federal requirements of the Davis Bacon Act codified at 40 U.S.C. § 3141, et seq. (as amended), pertaining to federal labor standards and compliance, are met and documented. Grantee recognizes that multiple labor standards (both state prevailing wage and federal Davis-Bacon Act) may apply to the project and both standards must be satisfied.

C. For the purposes of this requirement "construction work" includes, but is not limited to, rehabilitation, alteration, demolition, installation or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract with a properly licensed building contractor incorporating these requirements (the "construction contract"). Where the construction contract will be between the Grantee and a licensed building contractor, the Grantee shall serve as the "awarding body" as that term is defined in the California Labor Code. Where the

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Grantee will provide funds to a third party that will enter into the construction contract with a licensed building contractor, the third party shall serve as the "awarding body." Prior to any disbursement of funds, including but not limited to release of any final retention payment, the Department may require a certification from the awarding body that prevailing wages have been or will be paid.

D. The applicable wage rate determination on construction work will be the more restrictive of the rate prescribed in the California Labor Code Sections 1770-1784, or the Davis-Bacon Wage Determination.

19. Contractors and Subrecipients

A. Grantee shall comply with 24 CFR Part 2424 and shall not enter into any agreement, written or oral, with any contractor or subrecipient without the prior determination that the contractor or subrecipient is eligible to receive CDBG funds and is not listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible Contractors.

B. Any agreement between the Grantee and any contractor or subrecipient shall include the terms and conditions in Appendix II of 2 CFR Part 200.

C. Grantee shall ensure that any contract or subrecipient agreement includes clauses requiring the maintenance of workers' compensation insurance, as applicable, as well as general liability insurance. Contract or subrecipient agreements must require that the Grantee is notified in the event that any required insurance is canceled, expired, or otherwise invalidated during the performance period of the contract or subrecipient agreement.

D. Grantee shall require that contractors and subrecipients comply with the Drug-Free Workplace Act of 1988.

20. Requirements for Economic Development Activities

A. Public Benefit Standards for Economic Development Activities: Per 24 CFR §570.482 (e) (f), (g) and §570.483(b)(4), the Grantee must comply with federal underwriting standards and must meet the public benefit standards for all

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CDBG Economic Development activities under 42 U.S. §5305(a)(17). The use of public benefit standards is mandatory.

B. Anti-Job Pirating Certification: Pursuant to 24 CFR §570.482(h) CDBG funds may not be used to directly assist a business, including a business expansion, in the relocation of a plant, facility, or operation from one labor market area to another labor market area if the relocation is likely to result in a significant loss of jobs in the labor market area from which the relocation occurs. Job loss of more than 500 employees is always considered significant. Job loss of 25 or fewer positions is never considered significant.

21. Rights to Inventions Made Under a Contract or Agreement

Grantee shall comply with and require the following in contracts and subrecipient agreements: If a Federal award meets the definition of "funding agreement" under 37 CFR §401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of recipient or subrecipient must comply with requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulation issued by the awarding agency.

22. Prohibition Against Payments of Bonus or Commission

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of:

A. Obtaining the Department's approval of the Application for such assistance or additional assistance; or,

B. Securing any other approval or concurrence of the Department required under this Agreement, Title I of the Housing and Community Development Act of 1974, or the State regulations or Program Guidelines with respect thereto; provided, however, that reasonable fees for bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

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23. Reporting Requirements

A. Requirements: During the term of this Agreement, the Grantee must submit all CDBG program reports required by the Department, including quarterly activity, financial, and Program Income reports, semi-annual labor and compliance reports, annual performance reports, and other reports required by the Department or HUD. The Department reserves the right to request additional detail and support for any report made. Reports must be made according to the dates identified, unless otherwise specified at the discretion of the Department. The Grantee's performance under this Agreement will be evaluated in part on whether it has submitted the reports on a timely basis.

B. Reporting Period: Grantee shall submit reports quarterly, and as required for semi-annual and annual reports, and shall continue to submit reports until such time that the activity is complete, a National Objective has been met and beneficiaries have been identified. The reporting period for this activity may extend beyond the Expenditure Deadline as defined in Exhibit A.

C. Final Reporting Deadline: Grantee shall complete all required reporting for this activity no later than sixty (60) days after the expiration of the Expenditure Deadline. Extensions for final reporting must be approved in writing by the Department.

D. Asset Reporting: Grantee shall report annually on the status of all assets (real and personal property, equipment, and vehicles) purchased in whole or in part with CDBG/CDBG-CV2/3 funds for no less than five years from the completion of the activity that generated the asset. Reporting shall continue until the property is disposed, fully depreciated, or, in the event of real property, the five-year commitment to a National Objective has been completed.

24. Fiscal Controls

Grantee shall be responsible for the internal control and monitoring of fiscal and programmatic/operational goals and procedures. The Grantee shall establish and maintain such fiscal controls and fund accounting procedures as required by federal regulations, or as may be deemed necessary by the Department to ensure the proper disbursal of, and accounting for, funds paid to the Grantee under this Agreement.

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A. Deposit of Funds: Grantee shall maintain separate accounts within established bookkeeping systems for the deposit of CDBG -CV2/3 funds. All cash advances must be deposited in an interest-bearing account; any interest earned in excess of $100.00 per year (which may be retained for related administrative expenses) must be returned at least quarterly to HUD via the Department. Deposits in minority banks are encouraged.

B. Fund Management: Grantee shall deposit funds in an account requiring two signatures for disbursement and shall submit to the Department specimen signatures for all authorized signatories prior to receipt of funds;

C. Fiscal Liability: Grantee shall be liable for all amounts which are determined to be due by the Department including, but not limited to, disallowed costs which are the result of Grantee's or its contractor's conduct under this Agreement. Grantee shall be notified in writing and shall be permitted to respond regarding any controversy or proceeding between the Department and HUD arising from this Agreement.

D. Fiscal Records: All financial transactions must be supported by complete and verifiable source documents. Records shall provide a clear audit trail and shall be maintained as specified in Section 25 of this Agreement.

E. Program Income: Any and all Program Income received by Grantee during the administration of this Agreement must be receipted and deposited into a separate Program Income account. Program Income funds may not be comingled with CDBG grant funds in a single account.

25. Reversion of Assets

Upon expiration of this Agreement, Grantee shall transfer to the Department any CDBG-CV2/3 funds, excluding Program Income, in Grantee's control at the time of expiration. Further, any real property under Grantee's control that was acquired and/or improved in whole or in part with CDBG/CDBG-CV2/3 funds (including CDBG-CV2/3 funds provided to the Grantee in the form of a loan and Program Income) in excess of $35,000.00 shall be either:

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A. Used to meet one of the National Objectives in 24 CFR Part 570 until five (5) years after expiration or closure of this Agreement, the length of time to be further prescribed by mutual agreement of the parties.

B. Disposed of in such manner that Grantee is reimbursed in the amount of the fair market value of the property at the time of disposition of the property less any portion of the value attributable to expenditures of non-CDBG/CDBG-CV2/3 funds for acquisition and/or improvement of such property. The proceeds from such disposition is Program Income.

If the Grantee provides funds for the purchase or improvement of real property to a subrecipient that is a private non-profit organization, that subrecipient must further agree to a voluntary lien on above-referenced real property as to any CDBG/CDBG-CV2/3 funds received and that such lien will be notarized and recorded in the Office of the County Recorder where the real property is located.

26. Monitoring Requirements

The Department shall perform a program and/or fiscal monitoring of the CDBG--CV2/3 grant no less than once during the twenty-four (24) month expenditure period of this Agreement. The Grantee shall be required to resolve any monitoring findings to the Department's satisfaction by the deadlines set by the Department to maintain program eligibility.

Grantees and applicable subrecipients shall retain all books, records, accounts, documentation, and all other materials relevant to this Agreement for a minimum period of five (5) years after the Department notifies the Grantee that the HCD contract has been closed according to the record retention requirements at 2 CFR §200.333.

Grantees and applicable subrecipients shall permit the State, federal government, the state Bureau of State Audits, the Department, and/or their representatives, upon reasonable notice, unrestricted access to any or all books, records, accounts, documentation, and all other materials relevant to this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.

27. Inspections of Grant Activity

The Department reserves the right to inspect any grant activity(ies) performed hereunder to verify that the grant activity(ies) is being and/or has been performed in

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accordance with the applicable federal, state and/or local requirements and this Agreement.

A. The Grantee shall inspect any grant activity performed by contractors and subrecipients hereunder to ensure that the grant activity(ies) is being and has been performed in accordance with the applicable federal, state and/or local requirements and this Agreement.

B. The Grantee agrees to require that all grant activity(ies) found by such inspections not to conform to the applicable requirements be corrected, and to withhold payment to its contractor or subcontractor, respectively, until it is so corrected.

28. Signs

If the Grantee places signs stating that the activity is funded with private or public dollars and the Department is also providing financing, it shall indicate in a typeface and size commensurate with the Department's funding portion of the project that the Department is a source of financing through the CDBG Program.

29. Insurance

A. The Grantee shall have and maintain in full force and effect prior to the start of work, and at all times during the term of this Agreement such forms of insurance, at such levels as may be determined by the Grantee and the Department to be necessary for specific components of the grant activity(ies) described in Exhibit E. Prior to the commencement of any work, Grantee shall provide to the Department acceptable proof(s) of insurance confirming the required insurance coverages are in effect and naming the Department as an additional insured, where applicable. No insurance policy may be cancellable on less than thirty (30) calendar days prior notice to the insured and the Department. Grantees are responsible for requiring sufficient insurance, including but not limited to liability and workers compensation insurance, from all contractors and subrecipients. Grantees are recommended to be listed as an additional insured on policies held by contractors or subrecipients for the implementation of this award. Where a Grantee insurance policy is required to be purchased specifically for the execution or implementation of the activity funded through this award, the Department must be listed as an additional insured on the declarations page of the policy.

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B. Additional Coverages. In the event that Grantee, and/or any of its Subrecipients or Contractors, , will be engaging in any Hazardous Activity as part of the Collective Work contemplated by this Agreement, then the party(ies) engaging in any Hazard Activity(ies) shall provide to the Department, prior to commencement of any such activity(ies), such insurance coverages in such forms and in such amounts as the Department may require in its sole discretion. Such coverages are in addition to all other insurance coverages required by this Agreement, and shall be imposed on any Subrecipient and/or Contractor pursuant to the Subrecipient Agreement or Contract. For purposes of the provision, the term "Hazardous Activity" includes the following: (a) the removal, storage, and/or transportation of any "hazardous material", as such term is defined under federal, state, or local law, ordinance, regulation, or guideline, (b) the removal, storage, or transportation of lead-based paint, (c) blasting, (d) any activity which by its nature is abnormally dangerous, and (d) any "ultrahazardous activity" as defined in California case law. In addition to providing proof of such required coverages, the party(ies) engaging in the Hazardous Activity(ies) shall procure, at its expense prior to the commencement of any work, all required permits, licenses, consents, and approvals that are required for the lawful conduct of such activities, and shall provide adequate written proof thereof to the Department. No Hazardous Activity work may be commenced, or contracted for, prior to the provision of the required insurance coverages and licensure proof to the Department.

30. Anti-Lobbying Certification

Grantee shall comply with and require that the language of this certification be included in all contracts or subcontracts entered into in connection with this grant activity(ies) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and no more than $100,000.00 for such failure.

A. No federally appropriated funds have been paid or will be paid, by or on behalf of it, 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

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employee of a member of Congress in connection with the awarding of any federal contract, the 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, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

31. Conflict of Interest

Pursuant to 24 CFR §570.489(h), no member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG-CV2/3 activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, including members and delegates to the Congress of the Unites States may obtain a financial interest or benefit from a CDBG-CV2/3-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure, or for one (1) year thereafter. The Grantee shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

32. Obligations of Grantee with Respect to Certain Third-Party Relationships

Grantee shall remain fully obligated under the provisions of this Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the Program with respect to which assistance is being provided under this Agreement to the Grantee. The Grantee shall comply with all lawful requirements of the Department necessary to ensure that the Program, with respect to which assistance is being provided under this Agreement to the Grantee, is carried out in accordance with the Department's Assurance and Certifications, including those with respect to the

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assumption of environmental responsibilities of the Department under Section 104(g) of the Housing and Community Development Act of 1974 [42 U.S.C. §5304(g)].

33. Energy Policy and Conservation Act

This Agreement is subject to mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

34. California State Contracting Manual Requirements (Section 3.11, Federally Funded Contracts (Rev. 3/03):

A. All contracts, except for State construction projects that are funded in whole or in part by the Federal government, must contain a thirty (30)-day cancellation clause and the following provisions:

1) It is mutually understood between the parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid program and fiscal delays that would occur if the contract 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 for the purpose of this Program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.

3) The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

4) The department has the option to invalidate the contract under the thirty (30) day cancellation clause or to amend the contract to reflect any reduction in funds.

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B. Exemptions from provisions A.1 through A.4 above may be granted by the Department of Finance provided that the director of the State agency can certify in writing that Federal funds are available for the term of the contract.

C. California Government Code § 8546.4(e) provides that State agencies receiving federal funds shall be primarily responsible for arranging for federally required financial and compliance audits, and shall immediately notify the Director of Finance, the State Auditor, and the State Controller when they are required to obtain federally required financial and compliance audits.