



Mariposa County

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5100 Bullion Street

<http://www.mariposacounty.org/>



MILES MENETREY, CHAIR
ROSEMARIE SMALLCOMBE, VICE-CHAIR
SHANNON POE
DANETTE TOSO
WAYNE FORSYTHE

DISTRICT V
DISTRICT I
DISTRICT I
DISTRICT II
DISTRICT IV

BOARD OF SUPERVISORS ACTION SUMMARY MINUTES SEPTEMBER 10, 2024

A. 9:01 AM Called to Order and Roll Call

9:01 AM Vice-Chair Smallcombe called the meeting to order, noting Chair Menetrey was excused.

Attendee Name	Title	Status	Arrived
Rosemarie Smallcombe	District I Supervisor	Present	9:00 AM
Shannon Poe	District II Supervisor	Present	9:00 AM
Danette Toso	District III Supervisor	Present	9:00 AM
Wayne Forsythe	District IV Supervisor	Present	9:00 AM
Miles Menetrey	District V Supervisor	Excused	

B. Pledge of Allegiance

Vice-Chair Smallcombe led the pledge.

C. Introductions

None.

D. Approval of Consent Agenda (Items designated by "CA")

Vice-Chair Smallcombe read the consent note and noted that CA.4 had been withdrawn from today's agenda. No public comment was received.

Supervisor Poe commented on CA. 9 noting his North County constituents look forward to the Coyote fest and encouraged all to attend.

RESULT: Adopted
MOVER: District III Supervisor Danette Toso
SECONDER: District IV Supervisor Wayne Forsythe
AYES: District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor

EXCUSED: District V Supervisor Menetrey

CA1. Health and Human Services Agency

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. Administration

Approve an Agreement with the Mariposa County Arts Council in the Amount of \$76,500 to Provide Performing Arts, Visual Arts, Arts Resources and Education Services to the County; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA3. Administration

Approve the Allocation of One Senior Planner Position for the Current and Long Range Planning Function of the Planning Department

CA5. Clerk of the Board

Appoint Jesse Saulcedo to the Behavioral Health Board (BHB) with a Term Expiring September 3rd, 2027

CA6. Fire

Accept the 2023 California Office of Traffic Safety (OTS) Grant Funds to Upgrade Aging Extrication Equipment; and Authorize Department Head, Board of Supervisors Chair, and Designated Names/Positions Within the Grant Agreement to Sign; and Approve Budget Action Increasing Revenue and Appropriations in the Fire Department Budget to Recognize the Grant Funding (\$80,000) (4/5ths Vote Required)

CA7. Health and Human Services Agency

Approve the Allocation of One Mental Health Assistant III Position in the Behavioral Health Department 402 Budget, Effective Immediately

CA8. Health and Human Services Agency

Rescind Board Resolution 2024-329; Approve Agreement with Department of State Hospitals, for Participation in Jail Based Competency Treatment (JBCT); and Authorize the Board of Supervisors Chair to Sign the Agreement with the Additional Compliance Documents, Amendments and or Extensions to the Grant (Subject to Approval as to Legal Form by County Counsel)

CA9. Public Works

Authorize the Public Works Director to Waive the Encroachment Fee of \$206 for the Coyote Fest in Coulterville on September 28th and 29th, 2024

CA10. Public Works

Approve Fifth Amendment with Jacobs Engineering Group, Inc., Extending the Term of the Agreement

to June 30, 2025, for Engineering Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

E. Items removed from Consent Agenda

CA4. Administration

Approve Budget Action to Re-Establish the Measure M Fund, Re-Merge Public Works Administration and Public Works Executive Divisions, Correct Fund Numbers 3466 and 3644 Budgets, Reverse a Transfer Made Incorrectly in Fiscal Year 22-23, Recognize New Revenue Received in the Strategic Growth Council Fund 3639, and Re-Approve Two Budget Actions Previously Approved but Overwritten in the Revised FY25 Recommended Budget (4/5ths Vote Required)

RESULT: WITHDRAWN

F. Departmental Presentation

Jacob Hawley/Visitors Center noted they are down about 1700 visitors this year. He noted reservations are up and revenues are down for the escape room. He noted reservations will be through October.

Maryanne Huff/Coulterville Visitors Center thanked Supervisor Poe for mentioning the Coyote Fest; she noted this is their most fun fundraiser and noted it is the most economical day in their community. She noted that the Grand Marshall, Keith Keenum, will be honored. She further noted that John Shimer's Firetruck, which is housed in Coulterville, will also be on display. She thanked all the volunteers and further noted the North County History Museum will be beginning gold panning. Ms. Huff announced that the Clampers would be in town, with over 175 of them.

Kari Kisela/Chamber of Commerce noted the Coyote Fest is an exciting weekend, noting the Chamber will be there with their margarita booth. She noted tickets are on sale for the Black and White Ball for the Hospital Board. She noted they are looking for sponsors and donation items. She noted that Yosemite Facelift, Sept 24 - 29, will take place, and there will be a National Night Out on October 1st. Ms. Kisela further noted that the Goddess festival followed it up and then the Rotary Golf Tournament, Hot Rod night, and Sausage and Suds were all coming up.

Jeremy Brieese/Sheriff noted that the following day was September 11th, and they would host a 9/11 memorial at 10:00 AM in the Arts Park. He noted they would also go to North County for a 9/11 memorial at 7:00 PM. He noted their goal is to continue remembering and educating about such a tragic event in history. Sheriff Brieese thanked his staff for the success of the Mariposa County Fair. Their dedication to ensuring it was a safe event for the community and 4-H and FFA children. He noted they are continuing with the Marijuana Enforcement Team (MET), noting several locations were being hit on this day. Sheriff Brieese also gave a shoutout to the Sheriff's Foundation for helping with the program to foster animals. He also noted on October 13th, they would be having a members BBQ and encourage all who are members or who would like to become members. He noted it would be held from noon to 5:00 PM at the Jerseydale Pumpkin Patch.

Shannon Hansen/Public Works and Transportation Director updated the Board on a few projects. She noted the downtown project, which is the EDA project, and they are heading into phase 2. She noted they are constructing sidewalks, drainage, etc. She further asked for the Board and public to bear with them as they are trying to communicate this information. She recognized it is an inconvenience but noted the result would

be worth it. She then noted the FEMS tanks are still in the works, the Woodland tank has been delivered. She also noted that Public Works was notified they were awarded \$2.5 million to construct a zero-emissions transport yard. She noted it would be located in the HHSS area and would provide additional parking. She further noted that Cal Trans and PG&E would be here the following week to update the Board and the public.

Steve Engfer/Planning Director, noted that the development code is scheduled for September 23rd from 9 AM to Noon, which would be the beginning of the public engagement project. He noted that the recommendations would come back to the Board. He noted he wanted to ensure the public knew. He also noted that they would be going live with the Tyler Technologies permit module on October 28th. He further noted that the Code Compliance Advisory Committee will meet on Friday. He also announced there are seats still available on the Mariposa Town Task Force.

Corrina Miranda/Interim Building Director, noted issues with permit processes. She noted she has been working with the County Administrative Officer to make significant changes and is working through the issues. She noted that most will come back to be reviewed in-house and planned to give the Board regular updates. She then reiterated their plan.

G. Public Comment on Non-Agenda Items

Jonathan Noel/Resident noted his question was for Director Shannon Hansen on the road between Darrah and Log Jam. He noted it was sanded and asked when it would be fixed. He further noted the lack of housing and the homeless camp and discussed nonprofits and Creekside Terrace.

Director Hansen responded to Mr. Noel, noting that PG&E would be doing restoration and the contractor would be back the following day.

Joe Lynch/County Administrative Officer, noted that 55 acres were purchased in 2000 with Parks and Recreation monies, and in January, the county will return them to free use.

Maryanne Huff noted it brought to mind, waterpark coming into the Don Pedro area and asked when they would hear from planning. She noted she was worried about the lighting this would cause. She noted she can look down towards Merced and noted the light continues to creep closer.

Jeanne-Ann Pine/Resident noted she wanted to be the squeaky wheel about the audits. She noted she still had not heard any updates and asked what the lack of audits was going to affect. In response to Dark Sky, she noted that migratory birds are being distracted by the night lights.

Jacob Hawley/Visitor Center noted that they have worked with PG&E, which came to their home and gave funds to restore the public road that was destroyed by PG&E.

H. Closed Session

Vice-Chair Smallcombe read the closed session item. No public comment.

9:58 AM Vice-Chair Smallcombe recessed the Board into closed session.

1. Administration

CLOSED SESSION: Public Employment: Title: County Counsel

RESULT: CLOSED SESSION HELD

I. Board Information

10:27 AM Vice-Chair Smallcombe reconvened and reported that information was received and direction was given.

None Board Information.

J. Adjournment

10:28 AM Vice-Chair Smallcombe adjourned in memory of June Ann Oliver, Timothy Myers, Jessie Scott, Richard Pollak, Audrey Crosby, Alma Green, Lois Hall, Charles M. Skatell, and Clifford Dale Dulcich.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Miles Menetrey
Chair, Board of Supervisors



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-389

MEETING: September 10, 2024
TO: The Board of Supervisors
FROM: Kristina Keheley, Health and Human Services Agency Director
RE: Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

RECOMMENDATION AND JUSTIFICATION

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County.

California Government Code 8698, 8698.1 and 8698.2 allows for the governing body of a city or county to declare a shelter crisis. A shelter crisis declaration relaxes standards for building occupancy, limits liability and provides a legal basis for the use of certain facilities designated by the County as a shelter for the duration of the crisis.

In order to declare the shelter crisis, the County made findings at a public meeting and adopted Resolution 18-518 that (1) a significant number of persons within the county's jurisdiction are without the ability to obtain shelter; and (2) the situation has resulted in a threat to the health and safety of those persons.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On November 5, 2018, the Board of Supervisors adopted Resolution 18-518 declaring the existence of a Shelter Crisis Local Emergency in Mariposa County to allow Mariposa County to proceed with temporary homeless shelter solutions to meet the needs of our homeless community members.

Recognizing the prevalence of homelessness in California and the health and safety risks facing homeless persons, California law authorizes counties to declare a "shelter crisis" and avail themselves to attendant protections and powers. Specifically, upon declaring a "shelter crisis":

- A county may allow persons unable to obtain housing to occupy designated public facilities during the duration of the emergency (public facilities include parks, schools, and vacant or underutilized facilities which are owned, operated, leased, or maintained by the county);
- A county is immune from liability for ordinary negligence in the provision of emergency housing for all conditions, acts, or omissions directly related to, and which would not occur but for, the provision of emergency housing; and
- The provisions of any state or local law or regulation prescribing standards of housing, health, and safety are suspended to the extent that strict compliance would prevent, hinder, or delay the mitigation of the effects of the crisis.

If the County desires to construct and operate an emergency homeless shelter, it is recommended that

the County Board of Supervisors first declare a “shelter crisis” in order to avail itself of the associated powers and liability protections.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not continue the local emergency and the County may not be eligible for possible State or Federal assistance, or proceed with temporary homeless shelter solutions.

FINANCIAL IMPACT

Not Applicable.

ATTACHMENTS

None

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER: District III Supervisor Danette Toso

SECONDER: District IV Supervisor Wayne Forsythe

AYES: District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

EXCUSED: District V Supervisor Miles Menetrey



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-390

MEETING: September 10, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve an Agreement with the Mariposa County Arts Council in the Amount of \$76,500 to Provide Performing Arts, Visual Arts, Arts Resources and Education Services to the County; and Authorize the Board of Supervisors Chair to Sign the Agreement

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with the Mariposa County Arts Council in the Amount of \$76,500 to Provide Performing Arts, Visual Arts, Arts Resources and Education Services to the County; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The Mariposa County Arts Council serves the people of Mariposa County through community programs, events, and arts education initiatives. Programs include participation in the creative placemaking initiative, creative youth development, arts education, specialized art programs for adults, Music on the Green, and technical advice for County staff.

On August 20, 2024, the Board of Supervisors adopted Resolution 24-730 approving the recommended budget for FY 25 which included \$76,500 for a Mariposa County Arts Council grant agreement. The Mariposa County Arts Council cannot receive the funding until an agreement has been approved and signed.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors adopted Resolution 14-508 on October 7, 2014, approving an agreement for Fiscal Year 2014-15 with the Mariposa County Arts Council in the amount of \$61,000.

The Board adopted Resolution 15-462 on October 6, 2015, approving an agreement for Fiscal Year 2015-16 in the amount of \$61,000.

The Board adopted Resolution 16-480 on September 20, 2016, approving an agreement for Fiscal Year 2016-17 in the amount of \$61,000.

The Board adopted Resolution 18-037 on February 6, 2018 approving an agreement for Fiscal Year 2017-18 in the amount of \$61,000.

The Board adopted Resolution 18-361 on July 24, 2018 approving an agreement for Fiscal Year 2018-19 in the amount of \$61,000.

The Board adopted Resolution 19-422 on July 23, 2019 approving an agreement for Fiscal Year 2019-2020 in the amount of \$71,000.

In Fiscal Years 2020-2021 and 2021-2022, the County Administrative Officer approved agreements in the amount of \$47,570.

In Fiscal Year 2022-2023, in a return to Fiscal Year 2019-2020 funding levels, the Board adopted Resolution 2022-599 on October 18, 2022 approving an agreement in the amount of \$71,000.

In Fiscal Year 2023-2024, the Board adopted Resolution 2024-80 on March 5, 2024, approving a grant agreement in the amount of \$85,000.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the agreement. The Mariposa County Arts Council will be unable to receive County funds and the continuation of certain programs may be in jeopardy.

FINANCIAL IMPACT

Funding for the agreement is budgeted in Community Contributions. As with other eligible community partner agreements, the dollar amount is 10% less than originally requested to assist in balancing this fiscal year's County budget.

ATTACHMENTS

1. Mariposa County Arts Council Grant Agmt FY25

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER: District III Supervisor Danette Toso

SECONDER: District IV Supervisor Wayne Forsythe

AYES: District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

EXCUSED: District V Supervisor Miles Menetrey

GRANT AGREEMENT

The AGREEMENT is entered into on the last date written below in the Fiscal Year 2024-2025 and is between the County of Mariposa, a political subdivision of the State of California ("COUNTY"), and Mariposa County Arts Council ("COUNCIL"), pursuant to the following terms and conditions.

WITNESSETH

WHEREAS, COUNCIL provides art programming, integration, and education services; and

WHEREAS, COUNTY has deemed it the public interest to provide a grant to COUNCIL for these services.

NOW THEREFORE, the parties hereto agree as follows:

1. COUNTY shall provide COUNCIL a sum not to exceed SEVENTY-SIX THOUSAND FIVE HUNDRED DOLLARS (\$76,500) to be used by COUNCIL to implement art programs and activities, during the period from July 1, 2024 to June 30, 2025.
2. Grant funds shall be expended solely for the purpose(s) delineated in Exhibit A.
3. COUNTY will provide a lump sum payment on or before March 31, 2025.
4. COUNCIL shall provide an annual accounting or allow a representative of the COUNTY to conduct a review of financial records related to this Agreement.
5. COUNCIL is an independent organization and is not an officer, employee, agent, or servant of COUNTY.
6. COUNTY shall have authority to terminate this Agreement at any time by providing a notice in writing to COUNCIL that the Agreement is terminated. Said Agreement shall then be deemed terminated and no further work shall be performed by COUNCIL. If the Agreement is so terminated, the COUNCIL shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date written below.

COUNTY OF MARIPOSA

MARIPOSA COUNTY ARTS COUNCIL

Miles Menetrey	Date
Board Chair	

Cara Goger	Date
Executive Director	

APPROVED AS TO LEGAL FORM:

Steven W. Dahlem
County Counsel

Exhibit A

Mariposa County Arts Council - 2024/2025 SCOPE OF WORK

The Mariposa County Arts Council's work focuses on the development and implementation of artistic programming and creative placemaking policy designed to support the economic, social, ecological and cultural vitality of Mariposa County. Current projects, programs and policy work for 2024/2025 include:

Creative Placemaking

These projects, programs and initiatives are done in partnership with County Departments (Planning Department, Public Works/Parks and Recreation), the Mariposa County Office of Education/Mariposa County Unified School District/specific school sites, or other community organizations (Sierra Foothill Conservancy, American Indian Council of Mariposa County, etc.) and are fully informed and driven by the recently completed County's Creative Placemaking Strategy, community input and intended to support community goals and county priorities. Recent, current, and upcoming work in these areas includes:

1. Public Art along the Mariposa Creek Parkway that aligns with and supports the Mariposa County Creative Placemaking Strategy, the Mariposa Creek Master Plan, and the Mariposa County Recreation and Resiliency Plan.
2. Public art along Stockton Creek Preserve that supports the unique ecological features of the preserve, with special attention to the animals and ecosystems found on the preserve and the land management practices at work.
3. Student Mural Project
4. Collaborative active work with the Mariposa County Planning Department and a variety of community partners to develop the prioritized recommendations in the Creative Placemaking Strategy

Creative Youth Development, Arts Education and Specialized Art Programming for Adults

In partnership with the Mariposa County Office of Education, the Mariposa County Arts Council recently completed a planning process and development of the [Mariposa County Office of Education Strategic Arts Education Plan](#) that charts a course for arts education and creative youth development in Mariposa. Informed by extensive stakeholder input from teachers, students, counselors, parents, teaching artists and school administrators, this plan provides a solid path for growing arts education across the County and opens funding opportunities for recommendations within the plan (ex: the student mural projects mentioned above were a result of an implementation grant that was possible because of this planning process). All the following creative youth development initiatives and arts education programs are aligned with this plan. Programming for adults has been designed to serve specific needs in specific communities throughout Mariposa. Recent and current projects include:

1. Creative Youth Development – Workforce development social mentoring program for youth outside of school hours.
2. [Artists in the Schools](#) - Artists in the Schools places trained teaching artists into all of Mariposa County's 5th grade classrooms for 8-week residencies that deliver standards-aligned, integrated curriculum that teaches art in concert with at least one other academic subject.
3. [JUMP STARTS](#) - JumpStArts is a visual literacy program for probation and foster youth, supporting a growing body of research indicating that exposing youth to art promotes emotional intelligence, a greater sense of self-worth, and critical thinking skills.
4. [Poetry Out Loud](#) - Poetry Out Loud: National Recitation Contest is an arts education initiative created by the National Endowment for the Arts and the National Poetry Foundation that encourages the nation's youth to learn about great poetry – both classic and contemporary – through memorization, performance and competition.
5. [Arts in Corrections](#) - Arts in Corrections is a program for system engaged individuals at the Mariposa County Adult Detention Facility and a partnership program with the Mariposa County Sheriff Office that offers poetry workshops to every inmate in the facility on an ongoing basis.
6. [Arts and Aging](#) - Artist residency for Mariposa residents 55 years of age and older. This program consists of a series of free, multi-week arts learning workshops designed to promote creativity, self-expression, and increase opportunities for learning.

Public Programming

[Music on the Green Summer Concert Series](#) is public programming aimed toward serving the community at large. The concert series is held every Friday and Saturday night during the summer months and brings free, live music to Mariposa's outdoor Art Park.

Technical Advice and Support

- The Arts Council regularly offers technical support, guidance and partnership to organizations in Mariposa looking to incorporate artists or artistic practices into their work.
- In 23/24, we piloted an Arts + Community grant for local artists and organizations, and we intend to continue this grant program this year.
- For the past year, we've been growing an initiative that supports young artists throughout the county with the opportunity to develop artwork for some of our program's communication materials. This initiative provides Mariposa's burgeoning artists with authentic learning experiences, a professional addition to their portfolio and resume, mentorship, and a letter of recommendation.

Service and Advocacy

The Arts Council's Executive Leadership and staff provide representation for Mariposa County with the following organizations:

- Californians for the Arts and California Arts Advocates
- Coalition of County Arts Agencies
- California Department of Education's Rural Arts Network
- CREATE CA Arts Now Community
- Mariposa County Creative Placemaking Citizen Advisory Committee (The Arts Council's Executive Director is Chair of this committee).



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-391

MEETING: September 10, 2024
TO: The Board of Supervisors
FROM: Joe Lynch, County Administrative Officer
RE: Approve the Allocation of One Senior Planner Position for the Current and Long Range Planning Function of the Planning Department

RECOMMENDATION AND JUSTIFICATION

Approve the Allocation of One Senior Planner Position for the Current and Long Range Planning Function of the Planning Department.

Currently, the Planning Department doesn't have sufficient mid-level professional staff for journey-level work and supervisory responsibilities for the Current and Long Range Planning function. Due to mid-level manager staff disparity, functional assignments at a journey level and supervisory duties necessary for the Planning Department business cannot be given to other entry level or intermediate level staff and, consequently, fall on the Director. This creates capacity issues to advance the overall work program of the Department.

The functional service areas of the Department have expanded over time to include Community Design Development, GIS, and Code Compliance (in addition to the core functions of Current and Long Range Planning, as well as department administrative duties). Additionally, there is a significant Planning Department work program in the near term, including Code Compliance, Community Design Development projects, Housing Element Update, Development Code Update, Development Permitting Software (Tyler) project and ramping up for the 2026 General Plan update.

Over the last year and a half, the Board has approved allocations and staffing changes in the Planning Department which addressed staff needs in other functional areas of the Department, including Code Compliance and Community Design Development and administration. The Current and Long Range Planning function is what the most pressing remaining staffing disparity is within the Department.

Planning has consulted with HR, Administration, addressed FY 24/25 budget constraints and considered the context of the Organizational study to inform this request. This Senior Planner allocation is the option that adequately addresses the factors and unmet needs involved. Therefore, Planning respectfully requests the allocation and will recruit immediately for the Senior Planner position.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Per current policy, the Board of Supervisors reviews all personnel additions or changes to allocated positions.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Potential Negative impact on the ability to meet deliverables for the Planning Department functions due to lack of available staff at mid management level.

FINANCIAL IMPACT

The FY 24/25 Planning Department has sufficient funding for the requested allocation.

ATTACHMENTS

None

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER: District III Supervisor Danette Toso

SECONDER: District IV Supervisor Wayne Forsythe

AYES: District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

EXCUSED: District V Supervisor Miles Menetrey



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED

MEETING: September 10, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve Budget Action to Re-Establish the Measure M Fund, Re-Merge Public Works Administration and Public Works Executive Divisions, Correct Fund Numbers 3466 and 3644 Budgets, Reverse a Transfer Made Incorrectly in Fiscal Year 22-23, Recognize New Revenue Received in the Strategic Growth Council Fund 3639, and Re-Approve Two Budget Actions Previously Approved but Overwritten in the Revised FY25 Recommended Budget (4/5ths Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve Budget Action to Re-Establish the Measure M Fund, Re-Merge Public Works Administration and Public Works Executive Divisions, Correct Fund Numbers 3466 and 3644 Budgets, Reverse a Transfer Made Incorrectly in Fiscal Year 22-23, Recognize New Revenue Received in the Strategic Growth Council Fund 3639, and Re-Approve Two Budget Actions Previously Approved but Overwritten in the Revised FY25 Recommended Budget (4/5ths Vote Required).

This budget action accomplishes several things.

First, it re-establishes a fund for Measure M Transient Occupancy Tax (TOT) revenue. If approved, the additional 2% TOT revenue generated as a result of Measure M will be deposited into fund 3651 and then transferred into the Sheriff's general fund budget, the Fire general fund budget, and the Roads fund budget. This action will not change the general fund bottom line, and it will not provide additional resources for any of the entities to which the funds are being transferred.

Second, it re-merges two divisions of the Public Works department - Administration and Executive - which were split at the direction of the previous Public Works Department Head.

Third, it corrects the budgets for funds 3466 and 3644, which were mistakenly interchanged in the budgeting process.

Fourth, it reverses a transfer made incorrectly by the previous Economic Development Specialist in FY23.

Fifth, it recognizes new grant revenue from the Strategic Growth Council fund 3639 Transformative Climate Communities program (\$1,055,500).

And sixth, it asks the Board to re-approve two budget actions for FY25, which were overwritten in the

approval of the new Recommended FY25 budget on August 20, 2024.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Resolution 24-370: Approve Budget Action Adjusting the Fiscal Year 2024-2025 (FY25) Budget to Reflect the Original Requested Budget and Adjustments Made to Balance All Funds (4/5ths Vote Required)

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board can choose to modify or reject any or all of the adjustments associated with this item, but this budget action is really more clerical in nature. The material impact would primarily be to Planning's and Environmental Health's ability to utilize new grant funding.

FINANCIAL IMPACT

General fund contingency will be reduced by \$24,000 to balance the fund after reversing the Economic Development transfer from FY23.

ATTACHMENTS

1. **FY25 Recommended Budget Follow Up BA 9.3.24**
2. **Budget Action - APCD_2024-004**
3. **FY25 24-280 Local Assistance Grant SB 1383 Budget Action (1)**

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
3624	143	49101	Transfers In		(24,000)	
3624	143	60301	General Professional Services		24,000	
1001	143	80111	Transfers Out		24,000	
1001	100	92001	Contingency Designation			24,000
3651	100	41102	Transient Occupancy Tax		(3,977,645)	
3651	100	80111	Transfers Out		3,977,645	
1001	100	41102	Transient Occupancy Tax			(3,977,645)
1001	216	49101	Transfers In		(1,775,595)	
1001	228	49101	Transfers In		(1,775,594)	
1001	100	80111	Transfers Out			426,456
1001	313	51111	Regular salaries and wages			513,395
1001	313	51115	Overtime			250
1001	313	51202	Longevity Pay			600
1001	313	52101	Retirement - Employer			56,438
1001	313	52102	Unfunded Liability Payment Total			74,845
1001	313	52201	Medical - Active Employees			37,440
1001	313	52202	Dental - Active Employees			3,580
1001	313	52203	Vision - Active Employees			698
1001	313	52205	Life Insurance			347
1001	313	52206	Cash Cafeteria Plan			14,713
1001	313	52208	Medical Insurance Administrative Fee			200
1001	313	52301	Social Security Total			32,118
1001	313	52302	Medicare Total			7,512
1001	313	52303	SDI Total			5,698
1001	313	60102	Food			600
1001	313	60111	Training and Seminars			1,500
1001	313	60121	Meals			100
1001	313	60122	Lodging			1,000
1001	313	60191	Memberships			1,500
1001	313	60201	Miscellaneous Expense			200
1001	313	60213	Office Supplies			1,000

BUDGET ACTION FORM

1001	313	60214	Postage			100
1001	313	60381	Publications and Legal Notices			100
1001	313	60392	Rents and Leases - Buildings			2,100
1001	313	60411	Telephone and Internet			2,500
1001	313	60421	Equipment			1,000
1001	313	60431	Software			300
1001	313	60441	Fuel			2,000
1001	313	60621	County Vehicle Expense			12,042
1001	313	80231	General Insurance			14,109
1001	304	51111	Regular salaries and wages		513,395	
1001	304	51115	Overtime		250	
1001	304	51202	Longevity Pay		600	
1001	304	52101	Retirement - Employer		56,438	
1001	304	52102	Unfunded Liability Payment Total		74,845	
1001	304	52201	Medical - Active Employees		37,440	
1001	304	52202	Dental - Active Employees		3,580	
1001	304	52203	Vision - Active Employees		698	
1001	304	52205	Life Insurance		347	
1001	304	52206	Cash Cafeteria Plan		14,713	
1001	304	52208	Medical Insurance Administrative Fee		200	
1001	304	52301	Social Security Total		32,118	
1001	304	52302	Medicare Total		7,512	
1001	304	52303	SDI Total		5,698	
1001	304	60102	Food		600	
1001	304	60111	Training and Seminars		1,500	
1001	304	60121	Meals		100	
1001	304	60122	Lodging		1,000	
1001	304	60191	Memberships		1,500	
1001	304	60201	Miscellaneous Expense		200	
1001	304	60213	Office Supplies		1,000	
1001	304	60214	Postage		100	
1001	304	60381	Publications and Legal Notices		100	
1001	304	60392	Rents and Leases - Buildings		2,100	
1001	304	60411	Telephone and Internet		2,500	

BUDGET ACTION FORM

1001	304	60421	Equipment		1,000	
1001	304	60431	Software		300	
1001	304	60441	Fuel		2,000	
1001	304	60621	County Vehicle Expense		12,042	
1001	304	80231	General Insurance		14,109	
3466	402	51111	Regular salaries and wages			1,833
3466	402	51202	Longevity Pay			8
3466	402	51215	Incentive Pay - PERS			96
3466	402	52101	Retirement - Employer			213
3466	402	52201	Medical - Active Employees			334
3466	402	52202	Dental - Active Employees			10
3466	402	52203	Vision - Active Employees			2
3466	402	52205	Life Insurance			1
3466	402	52206	Cash Cafeteria Plan			59
3466	402	52208	Medical Insurance Administrative Fee			2
3466	402	52301	Social Security Total			122
3466	402	52302	Medicare Total			29
3466	402	52303	SDI Total			22
3466	402	60201	Miscellaneous Expense		2,731	
3644	402	51111	Regular salaries and wages		1,833	
3644	402	51202	Longevity Pay		8	
3644	402	51215	Incentive Pay - PERS		96	
3644	402	52101	Retirement - Employer		213	
3644	402	52201	Medical - Active Employees		334	
3644	402	52202	Dental - Active Employees		10	
3644	402	52203	Vision - Active Employees		2	
3644	402	52205	Life Insurance		1	
3644	402	52206	Cash Cafeteria Plan		59	
3644	402	52208	Medical Insurance Administrative Fee		2	
3644	402	52301	Social Security Total		122	
3644	402	52302	Medicare Total		29	
3644	402	52303	SDI Total		22	
3644	402	60508	Client - Community Education and Engagement			2,731

BUDGET ACTION FORM

3639	249	45547	One-Time State Grants		(1,055,500)	
3639	249	51111	Regular Salaries and Wages		63,936	
3639	249	60102	Food		4,000	
3639	249	60201	Miscellaneous Expenses		7,612	
3639	249	60213	Office Supplies		7,800	
3639	249	60301	General Professional Services		970,919	
3639	249	60431	Software		1,233	
				TOTALS	(2,733,742)	(2,733,742)

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

() Budget appropriation is less than \$50,000 and involves shifting funds between categories in the same account and fund. Board of Supervisors reviews all budget actions of this nature on a monthly basis.

(X) Budget appropriation by Board of Supervisors (4/5ths Vote Required): Amending revenues and expenses or transferring funds between funds or accounts within the General Fund or transferring appropriation from contingency.

FISCAL YEAR: 2024-2025

DEPARTMENT HEAD SIGNATURE

DATE

AUDITOR SIGNATURE

DATE

COUNTY ADMINISTRATIVE OFFICER SIGNATURE

DATE

APPROVED BY RES NO.

CLERK

DATE

DEPARTMENT

AUDITOR'S USE ONLY
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BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROGRAM	INCREASE	DECREASE
3484	457	45063	G21-MCAP-11/State Revenue		(135,151)	
3484	457	51111	Salaries		10,981	
3484	457	52101	Retirement-Employer		1,713	
3484	457	52201	Medical Insurance		1,446	
3484	457	52202	Dental Insurance		105	
3484	457	52203	Vision Insurance		96	
3484	457	52205	Life Insurance		58	
3484	457	52208	Medical Insurance Admin Fee		42	
3484	457	52301	Social Security		1,162	
3484	457	52302	Medicare		829	
3484	457	52303	SDI		462	
3484	457	60201	Misc. Expense		118,257	
TOTALS					0	0

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
TOTALS					0	0

ACTION REQUESTED: (Check all that apply)

() Budget appropriation is less than \$50,000 and involves shifting funds between categories in the same account and fund. Board of Supervisors reviews all budget actions of this nature on a monthly basis.

(X) Budget appropriation by Board of Supervisors (4/5ths Vote Required): Amending revenues and expenses or transferring funds between funds or accounts within the General Fund or transferring appropriation from contingency.

DEPARTMENT HEAD SIGNATURE

DATE _____

AUDITOR SIGNATURE

DATE _____

COUNTY ADMINISTRATIVE OFFICER SIGNATURE

DATE _____

APPROVED BY RES NO.

CLERK

DATE _____

DEPARTMENT

AUDITOR'S USE ONLY

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MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-280

MEETING: July 2, 2024

TO: The Board of Supervisors

FROM: Kristina Keheley, Interim Health and Human Services Agency Director

RE: Approve Budget Action Increasing Revenue and Appropriations Recognizing Grant Funds in the Health and Human Services Agency Environmental Health Division for the Local Assistance Grant Program SB 1383 (\$75,000) (4/5ths Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve Budget Action Increasing Revenue and Appropriations Recognizing Grant Funds in the Health and Human Services Agency Environmental Health Division for the Local Assistance Grant Program SB 1383 (\$75,000) (4/5ths Vote Required).

On March 19, 2024 The Mariposa County Board of Supervisors approved Resolution #2024-116 Authorizing the Director of Public Works to submit various Grant Applications to the Department of Resources Recycling and Recovery (CalRecycle) and Authorized the Director of Public Works to Execute all Documents Necessary to Secure and Implement the Grants(Subject to Approval as to Legal Form by County Counsel).

As part of this grant, to advance compliance with CalRecycle, Mariposa County will identify and contact tier 1 and tier 2 food generators in the county. A system will be put in place to track, inspect, and monitor tier 1 and tier 2 food generators for commercial edible food generator compliance.

The Department of Public Works and the Health and Human Services are working collaboratively regarding the SB 1383 Local Assistance Grant in the amount of \$75,000 with the goal of reducing food waste in the local landfill by increasing food recovery with local partners for edible food recovery services within the community. This grant will provide education and outreach through the Health and Human Services Public Health Education Division as well as providing refrigerators and freezers to our community partners to assist with food preservation and assist in the goal of a reduction of food waste at the landfill.

This Budget Action will establish \$75,000 in Revenue and \$75,000 in Expenses within the Health and Human Services Environmental Health FY 24/25 Budget.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Resolution #2024-116 was approved on March 19, 2024. This Budget Action will allocate Revenue and Expenses within the Health and Human Services Environmental Health Local Assistance Grant fund for FY 24/25.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the Budget Action and Mariposa County Health and Human Services Agency will not be able to utilize this funding source.

FINANCIAL IMPACT

There is no impact to the general fund. Revenue and corresponding appropriations are included in Budget Action 3645-457.

ATTACHMENTS

1. Local Assistance Grant SB 1383 Budget Action

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District III Supervisor Danette Toso

AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROGRAM	INCREASE	DECREASE
3645	457	45063	Local Assistance Grant/State Revenue		(75,000)	
3645	457	51111	Salaries		25,247	
3645	457	52101	Retirement-Employer		4,551	
3645	457	52201	Medical Insurance		5,310	
3645	457	52202	Dental Insurance		363	
3645	457	52203	Vision Insurance		116	
3645	457	52205	Life Insurance		56	
3645	457	52208	Medical Insurance Admin Fee		54	
3645	457	52301	Social Security		2,688	
3645	457	52302	Medicare		920	
3645	457	52303	SDI		695	
3645	457	60421	Equipment		29,000	
3645	457	60508	Community Education		6,000	
TOTALS					0	0

TRANSFER BETWEEN FUNDS				DEBIT	CREDIT
TOTALS				0	0

ACTION REQUESTED: (Check all that apply)

() Budget appropriation is less than \$50,000 and involves shifting funds between categories in the same account and fund. Board of Supervisors reviews all budget actions of this nature on a monthly basis.

(X) Budget appropriation by Board of Supervisors (4/5ths Vote Required): Amending revenues and expenses or transferring funds between funds or accounts within the General Fund or transferring appropriation from contingency.

DEPARTMENT HEAD SIGNATURE		DATE	6/6/24
AUDITOR SIGNATURE		DATE	
COUNTY ADMINISTRATIVE OFFICER SIGNATURE		DATE	
APPROVED BY RES NO.	CLERK	DATE	

DEPARTMENT	AUDITOR'S USE ONLY BA #
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MARIPOSA COUNTY

Board of Supervisors



Agenda Item – No Resolution Requested

MEETING: September 10, 2024
TO: The Board of Supervisors
FROM: Danielle Bondshu, Clerk of the Board
RE: Appoint Jesse Saulcedo to the Behavioral Health Board (BHB) with a Term Expiring September 3rd, 2027

RECOMMENDATION AND JUSTIFICATION

Appoint Jesse Saulcedo to the Behavioral Health Board (BHB) with a Term Expiring September 3rd, 2027

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board appoints all members to the BHB.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, and this committee will continue to have three vacancies.

FINANCIAL IMPACT

None.

ATTACHMENTS

None

VOTE RESULT

RESULT: Adopted (UNANIMOUS)
MOVER: District III Supervisor Danette Toso
SECONDER: District IV Supervisor Wayne Forsythe
AYES: District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe
EXCUSED: District V Supervisor Miles Menetrey



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-392

MEETING: September 10, 2024

TO: The Board of Supervisors

FROM: Steven Ward, Division Chief

RE: Accept the 2023 California Office of Traffic Safety (OTS) Grant Funds to Upgrade Aging Extrication Equipment; and Authorize Department Head, Board of Supervisors Chair, and Designated Names/Positions Within the Grant Agreement to Sign; and Approve Budget Action Increasing Revenue and Appropriations in the Fire Department Budget to Recognize the Grant Funding (\$80,000) (4/5ths Vote Required)

RECOMMENDATION AND JUSTIFICATION

Accept the 2023 California Office of Traffic Safety (OTS) Grant Funds to Upgrade Aging Extrication Equipment; and Authorize Department Head, Board of Supervisors Chair, and Designated Names/Positions Within the Grant Agreement to Sign; and Approve Budget Action Increasing Revenue and Appropriations in the Fire Department Budget to Recognize the Grant Funding (\$80,000) (4/5ths Vote Required).

This specific agreement has several identified roles to manage this grant and therefore requires signatures of those roles. These roles and signers include Assistant Chief Steven Ward as Grant Director, Chair of the Board of Supervisors Miles Menetrey as Authorizing Official, and Wildfire Mitigation Coordinator John Patton as Fiscal Officer. Therefore, the request is for BOS to authorize those identified roles to sign the agreement.

Signatures are not required on this Draft Grant Agreement. OTS will send electronic signatures will be requested from authorized signers.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Mariposa County Fire Department's extrication equipment is aging and in need of replacement. OTS Grants are routinely utilized by local government agencies for funding of traffic-related equipment, including extrication equipment. This grant will allow County Fire to continue the replacement of aged hydraulic extrication equipment. Mariposa County Fire has been and currently is the designated emergency response agency that provides vehicle extrication services. The new equipment that will be purchased using these grant funds will be battery powered, allowing for greater mobility and decreased response times when extrication equipment is needed, compared to the outdated generator-based systems currently in use.

Mariposa County has been awarded and received grant funding for equipment purchases from California OTS in the past, including resolutions 2023-508, 2023-597 to purchase extrication

equipment.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Mariposa County Fire will need to continue to look for alternate funding sources to upgrade and/or replace aged extrication equipment.

FINANCIAL IMPACT

This is a reimbursement grant with no match required by the County of Mariposa. Cost estimates indicate that the grant will cover the total cost with no financial impact to the County.

ATTACHMENTS

1. **EM25008 Draft Grant Agreement - Second**
2. **EM250008 Mariposa County Fire Department Equipment Cost Breakdown**

VOTE RESULT

RESULT:	Adopted (UNANIMOUS)
MOVER:	District III Supervisor Danette Toso
SECONDER:	District IV Supervisor Wayne Forsythe
AYES:	District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe
EXCUSED:	District V Supervisor Miles Menetrey

1. GRANT TITLE Regional Crash Response and Extrication Improvement Program	
2. NAME OF AGENCY Mariposa County	3. Grant Period From: 10/01/2024 To: 09/30/2025
4. AGENCY UNIT TO ADMINISTER GRANT Mariposa County Fire Department	
5. GRANT DESCRIPTION The city/county/regional fire agency will improve their crash response and extrication times by purchasing extrication equipment. Best practice strategies will be used to reduce the response time for the arrival of appropriate extrication equipment to traffic crash scenes and the time to extricate the victims of traffic crashes, thus increasing survivability. The grant will provide funding for new equipment and training for fire departments without extrication equipment or those that have existing equipment that has reached the end of its usable lifespan and is in need of replacement.	
6. Federal Funds Allocated Under This Agreement Shall Not Exceed: \$80,000.00	
7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement: - Schedule A – Problem Statement, Goals and Objectives and Method of Procedure - Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable) - Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable) - Exhibit A – Certifications and Assurances - Exhibit B* – OTS Grant Program Manual - Exhibit C – Grant Electronic Management System (GEMS) Access *Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto. These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov. We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions. IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.	
8. Approval Signatures	
A. GRANT DIRECTOR NAME: Steven Ward TITLE: Assistant Chief EMAIL: steven.ward@fire.ca.gov PHONE: (559) 706-8803 ADDRESS: P.O. Box 162 Mariposa, CA 95338 _____ (Signature) (Date) C. FISCAL OFFICIAL NAME: John Patton TITLE: Wildfire Mitigation Coordinator EMAIL: jpatton@mariposacounty.org PHONE: (209) 742-1303 ADDRESS: P.O. Box 162 Mariposa, CA 95338 _____ (Signature) (Date)	B. AUTHORIZING OFFICIAL NAME: Miles Menetrey TITLE: Chair Mariposa County Board of Supervisors EMAIL: mmenetrey@mariposacounty.org PHONE: (209) 966-3222 ADDRESS: P.O. Box 784 Mariposa, CA 95338 _____ (Signature) (Date) D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY NAME: Barbara Rooney TITLE: Director EMAIL: barbara.rooney@ots.ca.gov PHONE: (916) 509-3030 ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758 _____ (Signature) (Date)

E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	9. SAM INFORMATION SAM #: PNG4LUYEKK53 REGISTERED ADDRESS: PO Box 729 CITY: Mariposa ZIP+4: 95338-0729
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10. PROJECTED EXPENDITURES						
FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
<i>I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.</i>				AGREEMENT TOTAL		\$80,000.00
				AMOUNT ENCUMBERED BY THIS DOCUMENT		\$80,000.00
				PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT		\$ 0.00
OTS ACCOUNTING OFFICER'S SIGNATURE			DATE SIGNED		TOTAL AMOUNT ENCUMBERED TO DATE \$80,000.00	

1. PROBLEM STATEMENT

Mariposa County is a rural county spread out over 1500 square miles. The terrain varies from rolling grass lands, foothills, and peaks at the top of the Sierra Nevada Mountain range. Amongst the 1500 Square miles are 24 dispersed and mainly economically disadvantaged communities. We have no incorporated cities in Mariposa County.

The total County population is approximately 17,020, of which there are 11,918 registered voters/taxpayers. The population consists of 17.5% under the age of 18, 30.1% over the age of 65 and 15.1% below the poverty line.

Most communities are disconnected by distance and terrain. Many of the communities can be isolated throughout the year either due to weather events or wildland fire. Mariposa County averages 3-5 declared disasters every year which impact the ability to deliver basic public services. In addition to declared disasters, multiple areas of the county are affected by weather and fire events causing isolation and access challenges. The damage caused by these events often is significant, and requires priority usage of already limited county funds to repair. This means that high priority purchases, such as updated and modern extrication equipment, is pushed down the list, and ultimately makes it very challenging to purchase within the county budget.

Public roadways within the County consist of approximately 120 miles of State Highways, 564 miles of County roads, and 200-300 miles of roads within public lands, primarily National Forest Lands. All of which are within the response area of the local emergency services. Response for roadway incidents is the responsibility of Mariposa County Fire, a Volunteer/Paid fire department, with 12 fire stations. Response time can be 15-30 minutes or longer due to geographic factors and distances traveled. Typically, several times a year, any community can be isolated due to road closures from wildland fire or weather events. Therefore, each community and the responders in the area must be able to function independently from the rest of the county, requiring fully equipped vehicles with adequate equipment.

In 2018 Hurst (Jaws of Life) notified Mariposa County Fire Department that the models currently being utilized will no longer be supported, serviced, or repaired. All current extrication equipment has reached or is reaching the end of its usable lifespan and needs replacement. The average age of our extrication equipment is (15) years old. Inspections and increasing annual maintenance of the current Hurst extrication equipment is a burden on the Mariposa County Fire Department. We have had several instances where MCFD resources have been sent to a motor vehicle crash with extrication required and the old gas powered equipment would not start or would start and not run efficiently enough to perform its job. The lack of dependability is a concern for the fire personal and the potential 20,000-30,000 vehicles that commute within Mariposa County daily. In addition to dependability, there is concern that updated vehicle material advancements including higher strength alloys requires updated extrication equipment designed to cut through such materials. The goal is to have a victim of a motor vehicle crash to the hospital within one hour. Currently with the extended response times due to mountainous geography and the distribution of public safety resources, we cannot afford the delay in a malfunctioning or outdated piece of critical safety equipment.

Mariposa County's current gas powered extrication equipment is limited to about 30' of hydraulic hose. After 30' we need to move the gas powered equipment off the road. The gas powered equipment poses a serious risk of wild fire, which can be life threatening, an environmental disaster and also pose a risk to the highway and road system via shutdowns. Additionally, the necessity to move the gas powered equipment reduces the mobility and therefore increases the response time to reach and extricate crash victims.

Services are further impacted by the visitors to Yosemite National Park, who travel through and within Mariposa County. Most support services for Yosemite are within the Mariposa County communities adjacent to the park. The 14 year average annual visitation to Yosemite is 3.87 million/year. The monthly average is from a low of 100,000 to a high of 600,000, which adds an additional 3500 to 20,000 people per day to the

County population, most of whom travel by car, due to the minimal availability of public transportation. Many visitors to Yosemite National Park pass through Mariposa County without stopping within the county for services, thus generating tax revenue for the county. This significant increase of daily visitor population results in more vehicle road usage with inadequate and outdated equipment to support safe and timely emergency response.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Decrease the average extrication time, from the time of arrival at the crash site to transport.

B. Objectives:

1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 7 days prior to the issuance date of the release.	Target Number 1
2. Purchase and place pieces of specialized rescue equipment in strategic locations within the jurisdiction.	4
3. Train firefighters in the use of the new equipment.	28
4. Conduct traffic safety presentations with an effort to reach persons and communities.	8
5. Display the OTS funded equipment during Public Safety Fairs, community festivals and/or other Department or community events.	8
6. Report on the number of times the grant-funded equipment is used during an extrication, provide a brief overview of the incident and indicate if the equipment was used to save a life.	1
7. Station 22 - Decrease the average extrication time, from the time of arrival at the crash site to transport, from 15 minutes to 10 minutes.	10
8. Station 24 - Decrease the average extrication time, from the time of arrival at the crash site to transport, from 15 minutes to 10 minutes.	10
9. Station 29 - Decrease the average extrication time, from the time of arrival at the crash site to transport, from 15 minutes to 10 minutes.	10
10. Station 26 - Decrease the average extrication time, from the time of arrival at the crash site to transport, from 15 minutes to 10 minutes.	10

3. METHOD OF PROCEDURE

A. Phase 1 – Program Preparation (1st Quarter of Grant Year)

- Determine specific equipment requirements.
- Request equipment vendor price quotation for the required equipment per host agency requirement.
- Submit purchase orders to equipment vendors for purchase of the equipment.

Media Requirements

- Issue a press release approved by the OTS PIO announcing the kick-off of the grant by November 15, but no sooner than October 1. The kick-off release must be approved by the OTS PIO and only distributed after the grant is fully signed and executed. If you are unable to meet the November 15 deadline to issue a kick-off press release, communicate reasons to your OTS grant coordinator and OTS PIO.

B. Phase 2 – Program Operations (Throughout Grant Year)

- Inventory the new equipment following delivery.
- Disperse equipment to identified recipient agencies.
- Plan a media event announcing the grant funded equipment.
- Recipient agencies will identify training needs and objectives and coordinate instructional staff to conduct a high quality training program for their respective agency.
- Recipient agencies will develop a preventive maintenance schedule for the new equipment following manufacturers' recommendations.

Media Requirements

The following requirements are for all grant-related activities:

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Send all Powerpoint presentations, online presentations and trainings for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Certified training courses are EXEMPT from the approval process.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the OTS grant coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, press releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator when any material is distributed to the media and public, such as a press release, educational material, or link to social media post. The OTS-supplied kick-off press release templates and any kickoff press releases are an exception to this policy and require prior approval before distribution to the media and public.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy to your OTS grant coordinator. Optimum lead time would be 7 days prior to the scheduled release date, but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Press releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are exempt from the OTS PIO approval process. The OTS PIO and your OTS grant coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are exempt from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator with embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval. Please send to the OTS PIO at pio@ots.ca.gov for approval and copy your grant coordinator at least 3 business days prior to the scheduled release date.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult your OTS grant coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media

coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.

- Any press releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received OTS PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- For additional guidance, refer to the [OTS Grants Materials Approval Process Guidelines](#) and [OTS Grants Media Approval Process FAQs](#) on the OTS website.
- Contact the OTS PIO or your OTS grant coordinator for consultation when changes from any of the above requirements might be warranted.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

1. Prepare and submit grant claim invoices (due January 30, April 30, July 30, and October 30)

2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)

- Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
- Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
- Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
- Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the “Final Evaluation” section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant’s accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
402EM-25	20.600	State and Community Highway Safety	\$80,000.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
<u>Straight Time</u>				\$0.00
<u>Overtime</u>				\$0.00
Category Sub-Total				\$0.00
B. TRAVEL EXPENSES				
				\$0.00
				\$0.00
Category Sub-Total				\$0.00
C. CONTRACTUAL SERVICES				
				\$0.00
Category Sub-Total				\$0.00
D. EQUIPMENT				
Combi-tool	402EM-25	\$20,000.00	4	\$80,000.00
Category Sub-Total				\$80,000.00
E. OTHER DIRECT COSTS				
				\$0.00
Category Sub-Total				\$0.00
F. INDIRECT COSTS				
				\$0.00
Category Sub-Total				\$0.00
GRANT TOTAL				\$80,000.00

BUDGET NARRATIVE
PERSONNEL COSTS -
TRAVEL EXPENSES -
CONTRACTUAL SERVICES -
EQUIPMENT Combi-tool - Combi-tools are a hydraulically actuated, light-weight, combination cutting, spreading, pulling and pinching tool used for extrication incidents. It includes every piece of equipment, modifications, attachments, accessories, and auxiliary apparatus necessary to make it usable for the purpose it was acquired, and costs \$5,000 or more (including tax, shipping, and installation).
OTHER DIRECT COSTS -
INDIRECT COSTS -
STATEMENTS/DISCLAIMERS There will be no program income generated from this grant.

Certifications and Assurances for Fiscal Year 2024 Highway Safety Grants (23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58)

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, [Public Law 109-59](#), as amended by Sec. 25024, [Public Law 117-58](#);
- [23 CFR part 1300](#)—Uniform Procedures for State Highway Safety Grant Programs;
- [2 CFR part 200](#)—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- [2 CFR part 1201](#)—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

NONDISCRIMINATION

(applies to all subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964* ([42 U.S.C. 2000d](#) et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- [49 CFR part 21](#) (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- [28 CFR 50.3](#) (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970*, ([42 U.S.C. 4601](#)), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973*, ([23 U.S.C. 324](#) et seq.), and *Title IX of the Education Amendments of 1972*, as amended ([20 U.S.C. 1681-1683](#) and [1685-1686](#)) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973*, ([29 U.S.C. 794](#) et seq.), as amended, (prohibits discrimination on the basis of disability) and [49 CFR part 27](#);
- *The Age Discrimination Act of 1975*, as amended, ([42 U.S.C. 6101](#) et seq.), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- *Titles II and III of the Americans with Disabilities Act* ([42 U.S.C. 12131-12189](#)) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and [49 CFR parts 37](#) and [38](#);
- [Executive Order 12898](#), *Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations* (preventing discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- [Executive Order 13166](#), *Improving Access to Services for Persons with Limited English Proficiency* (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));
- [Executive Order 13985](#), *Advancing Racial Equity and Support for Underserved Communities through the Federal Government* (advancing equity across the Federal Government); and
- [Executive Order 13988](#), *Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation* (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA.”

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in § 21.23(b) and (c) of [49 CFR part 21](#) will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source: *“The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”*
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A) in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Subgrantee will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs;
 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 1. Abide by the terms of the statement;
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
 1. Taking appropriate personnel action against such an employee, up to and including termination;
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)

(applies to all subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to all subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) 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 section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING **(applies to subrecipients as well as States)**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION **(applies to all subrecipients as well as States)**

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of [2 CFR parts 180](#) and [1200](#).
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in [2 CFR parts 180](#) and [1200](#). You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with [2 CFR parts 180](#) and [1200](#).
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or

otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS— PRIMARY TIER COVERED TRANSACTIONS

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of [2 CFR parts 180](#) and [1200](#).
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in [2 CFR parts 180](#) and [1200](#). You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with [2 CFR parts 180](#) and [1200](#).
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or

otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION— LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST

(applies to subrecipients as well as States)

GENERAL REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to all subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

EM250008 Mariposa County Fire Department

Equipment Costs Breakdown

Tentative Award \$80,000

Item	Descr	QTY	Unit Price	Total Price	Location
ART.109.664.9	15C-SL3 eForce (with Brute Tip ART.386.732.3, qty: 2 per tool)	4	\$15,074.65	\$ 60,298.60	Stations 22, 24, 26, 29
ART.105.375.5	Milwaukee 5 AMP Battery	16	\$325.00	\$ 5,200.00	
ART.105.409.7	Single Bay Charger 120VAC/28VDC	8	\$245.00	\$ 1,960.00	
ART.105.410.9	GENESIS 3 BAY CHARGER 120V *extended lead time of 12-16 weeks- see cancellation policy on pricelist*	4	\$595.00	\$ 2,380.00	
	Bracket for Combi Tool	4	\$400.00	\$ 1,600.00	
			Shipping	\$ 1,450.00	
			Grand Total	\$ 72,888.60	



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-393

MEETING: September 10, 2024
TO: The Board of Supervisors
FROM: Kristina Keheley, Health and Human Services Agency Director
RE: Approve the Allocation of One Mental Health Assistant III Position in the Behavioral Health Department 402 Budget, Effective Immediately

RECOMMENDATION AND JUSTIFICATION

Approve the Allocation of One Mental Health Assistant III Position in the Behavioral Health Department 402 Budget, Effective Immediately.

There is sufficient funding in the FY2024-2025 Human Services 402 budget to accommodate the position from new revenue received under the PATH Justice Involved Round 3 Grant. There will be no impact on the County General Fund.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board approves job allocation changes when necessary.

On September 19, 2023, by Resolution 2023-516, the Board approved Accepting the Grant Award from the Department of Health Care Services (DHCS) in the amount of \$782,164 and the associated Budget Action creating the New Fund 3456-402 Budget to Implement the Grant Agreement with DHCS.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the Board does not approve adding this Mental Health Assistant III position, this will hinder HHSA in keeping up with the demands for increased jail-based services to comply with the PATH Justice Involved Round 3 Grant implementation.

FINANCIAL IMPACT

There is sufficient funding in the FY2024-2025 Human Services 402 budget to accommodate the position from new revenue received under the PATH Justice Involved Round 3 Grant. There will be no impact on the County General Fund.

ATTACHMENTS

None

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District III Supervisor Danette Toso

SECONDER: District IV Supervisor Wayne Forsythe
AYES: District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe
EXCUSED: District V Supervisor Miles Menetrey



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-394

MEETING: September 10, 2024

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Rescind Board Resolution 2024-329; Approve Agreement with Department of State Hospitals, for Participation in Jail Based Competency Treatment (JBCT); and Authorize the Board of Supervisors Chair to Sign the Agreement with the Additional Compliance Documents, Amendments and or Extensions to the Grant (Subject to Approval as to Legal Form by County Counsel)

RECOMMENDATION AND JUSTIFICATION

Rescind Board Resolution 2024-329; Approve Agreement with Department of State Hospitals, for Participation in Jail Based Competency Treatment (JBCT); and Authorize the Board of Supervisors Chair to Sign the Agreement with the Additional Compliance Documents, Amendments and or Extensions to the Grant (Subject to Approval as to Legal Form by County Counsel).

The California Department of State Hospitals (DSH) approved the renewal of the 2021-2024 agreement with the County of Mariposa for 2024-2029. This agreement originally received review and approval by the Board of Supervisors on August 6, 2024, through Resolution Number 2024-329. Upon further review, the California Department of State Hospitals notified the County of Mariposa that additional compliance documents within the agreement required signatures and did not receive signatures during the August 6, 2024, Board of Supervisors meeting. Without the required signature of the additional compliance documents, the California Departments of State Hospitals could not execute the agreement in its current form. County Counsel eventually determined that the mentioned agreement must be re-submitted for Board of Supervisors approval along with rescission of Resolution Number 2024-329.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved the current 5-year Grant Agreement through Resolution #2024-329 on August 6, 2024.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this agreement is not approved, inmates deemed incompetent to stand trial will likely spend a longer period of time incarcerated, being left untreated, as they wait for bed space in a state hospital.

FINANCIAL IMPACT

This JBCT Grant Agreement from the Department of State Hospitals will pay for the costs of the program. There is no

negative impact on the County General Fund.

ATTACHMENTS

1. **California Department of State Hospitals 2024 - 2029**
2. **CALIFORNIA CIVIL RIGHTS LAWS ATTACHMENT (002)**
3. **STD 1000 Gen AI Disclosure & Factsheet-9-4-24 (1)**
4. **CCC**
5. **GOVTTIN**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District III Supervisor Danette Toso
SECONDER: District IV Supervisor Wayne Forsythe
AYES: District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe
EXCUSED: District V Supervisor Miles Menetrey

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

24-79003-000

PURCHASING AUTHORITY NUMBER (If Applicable)

DSH-4440

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

CONTRACTING AGENCY NAME

Department of State Hospitals

CONTRACTOR NAME

County of Mariposa

2. The term of this Agreement is:

START DATE

August 1, 2024

THROUGH END DATE

July 31, 2029

3. The maximum amount of this Agreement is:

\$2,277,343.31

Two Million Two Hundred Seventy-Seven Thousand Three Hundred Forty-Three Dollars and Thirty-One Cents

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	7
Exhibit A-1	Program Elements	10
Exhibit B	Budget Detail and Payment Provisions	5
+ - Exhibit B-1	Sample Invoice	1
+ - Exhibit C	General Terms and Conditions (GTC 4/2017)	*
+ - Exhibit D	Special Terms and Conditions	8
+ - Exhibit E	Confidentiality and Information Security Provisions (HIPAA Business Associate Agreement)	9

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 Mariposa

CONTRACTOR BUSINESS ADDRESS

P.O. Box 784

CITY

Mariposa

STATE

CA

ZIP

95338

PRINTED NAME OF PERSON SIGNING

Miles Menetrey

TITLE

Board of Chairperson

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

24-79003-000

PURCHASING AUTHORITY NUMBER (If Applicable)

DSH-4440

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of State Hospitals

CONTRACTING AGENCY ADDRESS

1215 O Street, MS-1

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Kathryn Hill

TITLE

Manager, PCSS

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

W&I Code 4335.2 (b) (2)

EXHIBIT A
SCOPE OF WORK**1. CONTRACTED PARTIES:**

- A. The County of Mariposa, and/or their authorized designee, hereafter referred to as Contractor, agrees to provide services (as defined in Section 7) to the Department of State Hospitals (DSH) pursuant to the terms and conditions of this Agreement.

2. SERVICE LOCATION:

- A. The services shall be performed at the Mariposa County Adult Detention Facility (MCADF), 5379 Highway 49 North, Mariposa, California.

3. SERVICE HOURS:

- A. The County of Mariposa shall provide services 24 hours per day, seven days per week, including all State holidays. JBCT staff will provide services Monday through Friday, not including State holidays, during the hours of 8:00 a.m. until 5:00 p.m.

4. PROJECT REPRESENTATIVES:

- A. The project representatives during the term of this Agreement shall be:

DSH Contract Manager:	
Section/Unit: Community Forensic Partnerships Division	
Attention: Selene Mujica, Staff Services Manager II	
Address: 1215 O Street, MS-10 Sacramento, CA 95814	
Phone: (916) 651-7913	Fax: (916) 653-2257
Email: Selene.Mujica@dsh.ca.gov	

DSH Administrative Contact:	
Section/Unit: Community Forensic Partnerships Division	
Attention: Sydney Taylor Staff Services Manager I	
Address: 1215 O Street, MS-10 Sacramento, CA 95814	
Phone: (916) 562-2564	Fax: (916) 653-2257
Email: Sydney.Taylor@dsh.ca.gov	

Mariposa County Contract Manager:	
Section/Unit: HHSA/Contracts	
Attention: Beth Alexander	
Address: P.O. Box 99/ 5362 Lemee Lane Mariposa, CA 95338	
Phone: (209) 742-0825	Fax: (209) 966-8251
Email: baalexander@mariposacounty.org	

Mariposa County Sheriff Contact:	
Section/Unit: Mariposa County Adult Detention Facility	
Attention: Captain Jake Bobman	
Address: 5379 Hwy 49 Mariposa, CA 95338	
Phone: (209) 966-3616	Fax: (209) 742-4975
Email: jbobman@mariposacounty.org	

Mariposa County Jail – Medical Contact:	
Section/Unit: Jail Medical	
Attention: Kristina Keheley, Director	
Address: 5362 Lemee Lane Mariposa, CA 95338	
Phone: (209) 742-6694	Fax: (209) 742-0996
Email: kkeheley@mariposacounty.org	

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

5. PROGRAM REPLENISHMENT FUNDS:

- A. The DSH shall reimburse Contractor for program replenishment costs incurred under this Agreement. The replenishment costs shall include, but are not limited to:
- Setup of patient rooms as well as treatment and office space;
 - Administrative operating expenses and equipment; and
 - Treatment and testing materials.

6. SUMMARY OF WORK TO BE PERFORMED:

- A. Contractor shall provide access to portions of its MCADF for the purposes of administering a Jail-Based Competency Treatment (JBCT) program for the provision of restoration of competency treatment services for male and female individuals, hereafter referred to as "Patient Inmates," found by the courts to be Incompetent to Stand Trial (IST) under Penal Code section 1370. Contractor shall provide restoration of competency treatment services to felony IST Patient Inmates participating in the JBCT program pursuant to the DSH JBCT Policy and Procedures Manual.

7. CONTRACTOR RESPONSIBILITIES:

- A. In providing restoration of competency treatment services, Contractor shall adhere to the program outlines contained in Exhibit A-1, Program Elements and the DSH JBCT Policy and Procedures Manual, hereafter referred to as the "Manual." Contractor acknowledges it has received a copy of the Manual and has had an opportunity to review the terms and conditions of the Manual and consult with independent counsel. Contractor agrees to the terms and conditions of the Manual and that the terms and conditions of the Manual are incorporated into this Agreement by reference. The meanings of the terms and requirements in this Agreement, unless otherwise defined in this Agreement, are defined in the Manual. In the event of an inconsistency between the Manual, attachments, specifications, or provisions which constitute this Agreement, the following order of precedence shall apply:
- DSH JBCT Policy and Procedures Manual (the "Manual");
 - Standard Agreement, STD. 213;
 - This Exhibit A, Scope of Work, including specifications incorporated by reference; and
 - All attachments incorporated in this Agreement by reference.

The Manual, as referenced in this Agreement, may be amended by the DSH from time to time. Contractor shall operate the JBCT program in accordance with the Manual, including any future amendments to the Manual. From the effective date of any amendment, Contractor shall follow the amendments required by any change in California statute or regulation. For all other amendments, Contractor shall present any of Contractor's concerns to the DSH within 10 business days from the date of notification, which does not relieve Contractor from adhering to any amendment, unless agreed upon in writing by the DSH. The DSH and Contractor shall negotiate, in good faith, changes to the Manual.

- B. Contractor shall ensure that a preliminary evaluation of each potential JBCT Patient Inmate is conducted through, at a minimum, a review of the medical and mental health records of each prospective Patient Inmate, prior to admission into the JBCT program.
 - i. Contractor shall ensure that priority for admissions to the JBCT program shall be based on commitment date, unless an exception is made based on one of the factors listed in California Code of Regulations (CCR), Title 9, Section 4710.
 - ii. Upon admission into the JBCT program, Contractor shall ensure that a more thorough assessment is conducted as indicated in Exhibit A-1, Program Elements, and the DSH JBCT Policy and Procedures Manual.
- C. Patient Inmates housed at the MCADF shall remain under the legal and physical custody of Contractor.
- D. Contractor retains the right to exclude specific individual Patient Inmates from the JBCT designated area for security and classification reasons at the time of assignments or at any point during their incarceration at the MCADF and shall notify DSH immediately and no later than 24 hours after such movement occurs.
- E. Should Contractor determine, based on clinical considerations, patient history, or other factors, that a current or potential Patient Inmate is, or likely shall be, violent and a significant danger to others participating in the JBCT program, Contractor shall inform the DSH Contract Manager and/or their designee immediately in writing, and by phone. Contractor agrees that the decision to remove such a Patient Inmate from the JBCT program is at the sole discretion of the DSH, and the DSH shall not unreasonably withhold such permission. In the event a Patient Inmate is removed from the JBCT program, the DSH shall arrange to have such Patient Inmate admitted to a state hospital or other DSH facility forthwith as is permitted under the admission requirements set forth in CCR, Title 9, sections 4700, et seq. Contractor shall continue to treat the Patient Inmate in the JBCT program until such arrangements are made, and will transport the Patient Inmate to the assigned DSH facility on a mutually agreed upon date.
- F. Contractor shall provide for the care, confinement, and security of the Patient Inmates in accordance with all federal and state laws, standards, regulations, policies, procedures, and court orders applicable to the MCADF.
- G. Contractor's custody staff assigned to the JBCT program shall receive Enhanced Mentally Ill Offender or Crisis Intervention Training (CIT) provided by Contractor, and shall participate in the JBCT program's treatment team meetings.

H. Regional Meetings and Forensic Trainings:

- i. Contractor and/or its subcontractor may be required to attend virtual meetings at least three times per year and DSH sponsored or required trainings in person up to twice per year, as determined by the DSH in its sole and absolute discretion.
- ii. Travel related expenses shall be reimbursed as outlined in Exhibit B, Budget Detail.

I. Responsibilities for Medical Care:

- i. Contractor shall provide all Patient Inmates with the full range of Routine Medical Care available to other inmates of the MCADF, and is financially responsible for such care. Contractor agrees that the cost of all Routine Medical Care is included in the per diem rate charged to the DSH.
- ii. For the purposes of this Agreement, Routine Medical Care shall be defined as all medical, dental, and mental health care as well as the cost of medical supplies, formulary prescription medications which are provided to Patient Inmates, and restoration of competency treatment services which are provided by the MCADF to Patient Inmates, including prescribed psychotropic medications. Non-formulary prescription medications shall be provided to Patient Inmates as clinically indicated for both Routine and Non-Routine Medical Care. Minor medical procedures shall be considered routine medical care. Minor medical procedures involve minimally invasive procedures. In most cases, these are performed laparoscopically or arthroscopically. Procedure is performed without damaging extensive amounts of tissue. Risk of infection is reduced, and recovery time is shorter. Some surgical procedures are superficial in that they only affect the outermost portions of the body, and thus shall be considered Routine Medical Care.
- iii. For the purposes of this Agreement, Non-Routine Medical Care shall be defined as 1) major medical operations, surgeries, or procedures which would require admittance to a hospital longer than one day; 2) continuation of experimental medication; 3) critical life-saving services that cannot be provided onsite at the MCADF or via a county-contracted hospital; 4) dialysis service whether onsite or otherwise; and 5) emergency medical treatment that cannot be provided onsite at the MCADF. Major Medical operations/surgeries/procedures shall be considered non-routine medical care. Major medical operations/surgeries/procedures involve opening the body allowing surgeon access to the area where the work needs to be completed. They involve major trauma to the tissue, a high risk of infection, and an extended recovery period. These shall be considered non-routine medical care. Emergency medical care shall be defined as situations that pose an immediate risk to health and life and require immediate intervention to prevent a worsening of the situation.
- iv. If a Patient Inmate requires Non-Routine Medical Care, Contractor shall notify the DSH Contract Manager or designee immediately in writing and by phone for pre-approval. For such patients, the DSH further reserves the right to either admit them to a state hospital for treatment or require Contractor to provide Non-Routine Medical Care. Should the DSH elect to require Contractor to provide the Non-Routine Medical Care, Contractor shall ensure that the Patient Inmate is provided care at a facility designated by the DSH Contract Manager. In the event the DSH directs Contractor to provide Non-Routine Medical Care, Contractor shall invoice the DSH directly for the full cost of care provided by submitting the invoice to the attention of the DSH Contract Manager. The full cost of care shall be offset by the Patient Inmate's Medicare or private health insurance plan when applicable, and then reimbursed by DSH. Contractor shall instruct the facility providing care to seek reimbursement from the Patient Inmate's Medicare or

private health insurance plan, within any required timeframes, prior to invoicing the Contractor when applicable. Contractor shall instruct the facility providing care to submit the Explanation of Benefits, reflecting Medicare or private health insurance payments or denials, with an original invoice when billing the contractor for the remaining balance (i.e., deductible, copay, and coinsurance amounts).

- v. In the event of an emergency, Contractor shall proceed immediately with necessary medical treatment. In the event of such an emergency, the DSH shall direct Contractor to invoice the DSH directly for the full cost of care provided by submitting the invoice to the attention of the DSH Contract Manager. In such an event, Contractor shall notify the DSH immediately regarding the nature of the illness or injury as well as the types of treatment provided. Contractor shall make reasonable efforts to ensure that Patient Inmates are treated at facilities preferred by the committing county or otherwise that, once the Patient Inmate is stable enough for transfer, is transferred to such a facility.
- J. For all Routine and Non-Routine Medical Care, Contractor shall be responsible for the security and transportation, including emergency transportation. Contractor agrees that all such costs are included in the per diem rate charged to the DSH.
- K. Upon Restoration of Competency:

Contractor shall be responsible for coordinating with the committing counties' behavioral health programs for the continued mental health care, crisis intervention, ongoing counseling and care, and psychotropic medication compliance for the Patient Inmates restored to competence and transferred from the JBCT program.
- L. Contractor and its subcontractors shall procure and keep in full force and effect during the term of this Agreement all permits, registrations, and licenses necessary to accomplish the work specified in this Agreement and shall give all notices necessary and incident to the lawful prosecution of the work. Contractor shall provide proof of any such license(s), permits(s), and certificate(s) upon request by the DSH. Contractor agrees that failure by itself or its subcontractors to provide evidence of licensing, permits, or certifications shall constitute a material breach for which the DSH may terminate this Agreement with cause.
- M. Contractor shall provide services as outlined in this Agreement. Contractor shall be responsible to fulfill the requirements of the Agreement and shall incur expenses at its own risk and invest sufficient amount of time and capital to fulfill the obligations as contained herein.
- N. Contractor and its subcontractors shall keep informed of, observe, comply with, and cause all of its agents and employees to observe and to comply with all prevailing Federal, State, and local laws, and rules and regulations made pursuant to said Federal, State, and local laws which in any way affect the conduct of the work of this Agreement. If any conflict arises between provisions of the plans and specifications and any such law above referred to, then Contractor shall immediately notify the State in writing.
- O. The DSH may terminate the Agreement pursuant to section 7 of Exhibit C if Contractor or its subcontractors fails to comply with a federal, state, or local law and the noncompliance, based on the facts and circumstances, would constitute a material breach of this Agreement under California law.

- P. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Contractor's bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

8. DSH RESPONSIBILITIES:

- A. The DSH shall provide an orientation of the JBCT program to Contractor at the discretion of the DSH. Such orientation shall include an overview of State policies and procedures, the DSH JBCT Policy and Procedures Manual, and appropriate statutes related to the JBCT program.
- B. The DSH shall be responsible for the development and maintenance of the DSH JBCT Policy and Procedures Manual concerning JBCT program operations and treatment consistent with State and federal laws and the DSH policies and procedures.
- C. Rights of the DSH to Perform Quality Assurance and Financial Audits/Reviews
- i. The DSH may routinely evaluate the work performance of Contractor, Contractor's personnel, subcontractors, or other parties associated with Contractor to determine if the DSH standards and departmental policies and procedures are being maintained. If it is found that any party fails to perform or is physically or mentally incapable of providing services as required by this Agreement, then that party shall not perform services for the DSH.
 - ii. The DSH may monitor and evaluate services provided in fulfillment of the requirements of this Agreement, as detailed in Exhibit A. Such monitoring and evaluation may occur on a regular cycle or as deemed necessary by the DSH Contract Manager and/or their designee. The DSH retains sole and absolute discretion in determining any such evaluation schedule.
 - iii. Inspections may be conducted by the DSH staff at any time during the Agreement term to check on the quality of work. Payment shall not be provided for services deemed unacceptable by the Contract Manager and/or their designee.
 - iv. The DSH may audit and examine Contractor's records and accounts which pertain, directly or indirectly, to services performed under this Agreement. The DSH may hire third parties to perform the audit and examination, including but not limited to, accountants, consultants, or service providers in the applicable field. Contractor shall cooperate fully with the audits and examinations.
 - v. If, as a result of an audit and examination, the DSH is informed of underpayments or overpayments, the DSH shall notify Contractor of the need for payment or reimbursement. Upon receipt of a final audit report, Contractor has 30 days to reimburse any overpayment or to dispute or challenge the report. Contractor and the DSH shall confer and negotiate in good faith with respect to any disputed portion of the final audit report to reach agreement with respect to adjustments, payments, and reimbursements.

- vi. The DSH shall submit its findings to Contractor and establish a deadline for correcting any deficiencies in fulfilling the obligations set forth in this section. Failure by Contractor to timely correct deficiencies shall be reason for termination of services under this Agreement.

9. PERFORMANCE MEASURES:

A. Complete and Timely Provision of Services

- i. Expectations: Contractor is expected to provide all services, including any and all required reports, in a timely manner—in accordance with timelines established in Exhibit A, Scope of Work and the DSH JBCT Policy and Procedures Manual.
- ii. Penalties: Should Contractor not provide all services, including any and all required reports in a timely manner, the DSH may choose to terminate this Agreement. Additionally, the DSH may find Contractor to be not responsible in provision of services and evaluate this in future contracting opportunities.

10. AMENDMENTS:

- A. The parties reserve the right to amend this Agreement to add funding sufficient for these periods at the same rates or negotiate a new rate. All rights to increases will be dependent on available funding and are not guaranteed (see Exhibit B Section 3). This right to amend is in addition to the right to amend for other reasons contained in this Agreement or noted in the solicitation that resulted in this Agreement, if applicable. Any amendment shall be in writing and signed by both parties and be approved by the Department of General Services if such approval is required.

EXHIBIT A-1
PROGRAM ELEMENTS

1. PROGRAM ELEMENTS

- A. Contractor shall conduct Services virtually and in-person.
- B. Referral Prior to Admission: PMU will provide Contractor with a list of individuals committed to DSH who are eligible to receive services on at least a weekly basis. Contractor shall review the felony IST patient's active jail mental health and medical treatment records where the felony IST patient is incarcerated to determine the patient's psychiatric adherence, stability, and whether psychotropic medication has/has not been prescribed, and initiate psychotropic medication, if clinically indicated. Additionally, Contractor shall review any medical/mental health records received from the DSH PMU. The PMU shall provide all required documents for the IST packet to Contractor once available.
- C. Contractor shall initiate Services with felony IST patients based on commitment date, starting the initiation of Services with felony IST patients with the oldest commitment date.
 - i. All IST patients on the waitlist will be eligible to receive Services and will be suitable for admission into the JBCT.
- D. Services shall begin no later than three business days after receipt of the patient's name from the DSH PMU.
- E. Contractor shall ensure that all clinical staff are licensed to practice their discipline. Unlicensed staff may provide services only after Contractor seeks and obtains approval from the DSH Contract Manager or designee for an unlicensed clinician waiver.
- F. If Contractor requires additional medical or mental health records, Contractor will submit the request to the PMU and their designated JBCT Consulting Psychologist.
- G. For psychiatric services, Contractor may use a licensed psychiatric prescriber or an advanced nurse practitioner.
- H. Contractor shall grant designated DSH representatives' read only access to Contractor's electronic health record (EHR) for treatment planning and continuity of care purposes. In the event that there are barriers to EHR access in a county, Contractor agrees to electronically provide all patient records including, but not limited to, medical and mental health records within 48 hours of any request from DSH.
- I. Removal of Patient Inmates No Longer Clinically Suitable
 - i. Upon admission, Contractor shall assess each Patient Inmate to ascertain if restoration or trial competence is likely as required in the DSH JBCT Policies and Procedures Manual.
 - ii. Should Contractor determine, based on clinical considerations or other factors, that a Patient Inmate admitted into the JBCT program is no longer clinically suitable for participation in the program, Contractor shall contact the DSH Contract Manager and/or their designee to discuss treatment options. Contractor agrees that the decision to remove such a Patient Inmate from

the JBCT program is at the sole discretion of the DSH, and the DSH shall not unreasonably withhold such permission.

- iii. Should contractor and the DSH determine a Patient Inmate should be removed from the JBCT program, Contractor shall continue to provide treatment until arrangements are made to admit the Patient Inmate to another DSH facility. Within seven days of making this determination, Contractor shall also provide the documents listed in the current Manual, as well as any other additional documents requested by the DSH.

J. Psychological Assessment Protocol

- i. Contractor shall administer a battery of individualized psychological assessments and testing upon admission and throughout the Patient Inmate's stay with the JBCT. Standardized structured professional judgement measures and structured psychological assessments that are generally accepted by the field shall be utilized to complete assessments of the Patient Inmate's current functioning, cognitive abilities, likelihood of malingering, and current competency to stand trial. Full requirements for assessment and a non-exhaustive list of appropriate assessment measures are included in the Manual.
- ii. In addition to the use of structured assessments of patient response style, effort, and symptom validity as they relate to the potential that a patient is malingering and/or has cognitive dysfunction, Contractor shall integrate additional observable data reported by various disciplines on a 24/7 basis in coming to diagnoses for Patient Inmates. Full requirements for assessment and a non-exhaustive list of appropriate assessment measures are included in the Manual.

K. Individualized Treatment Program

- i. Contractor shall provide an individualized restoration program according to the treatment approach subscribed to by the individual treatment teams and indicated by the Patient Inmate's psychiatric condition, level of functioning, and legal context.
- ii. Contractor shall tailor individualized treatment regimens to the Patient Inmate's specific barrier(s) to trial competency. Deficits identified in the competency assessment upon admission to the JBCT program, or in subsequent assessments, shall be listed in the individual treatment plan and addressed by specific treatment interventions.
- iii. Contractor shall conduct case conferences weekly or as needed to reassess Patient Inmates' progress toward restoration of competence to allow the treatment teams to measure whether their treatment interventions are working, and whether additional treatment elements need to be incorporated into Patient Inmates' treatment plans.

L. Multi-modal, Experiential Competency Restoration Educational Experience and Components

- i. Contractor shall provide educational materials presented in multiple learning formats by multiple staff to each Patient Inmate, (e.g., a simple lecture format may be replaced with learning experiences involving discussion, reading, video, and experiential methods of instruction, such as role-playing or mock trial).

- ii. Contractor shall address the following elements in the education modalities of the competency restoration program including, but not limited to:
 - 1) Criminal charges;
 - 2) Severity of charges, namely Felony vs. Misdemeanor;
 - 3) Sentencing;
 - 4) Pleas including, Guilty, Not Guilty, Nolo Contendere, and Not Guilty by Reason of Insanity;
 - 5) Plea bargaining;
 - 6) Roles of the courtroom personnel;
 - 7) Adversarial nature of trial process;
 - 8) Evaluating evidence;
 - 9) Court room behavior;
 - 10) Assisting counsel in conducting a defense;
 - 11) Probation and Parole; and
 - 12) Individualized instruction as needed.
- iii. Contractor shall provide additional learning experience through increased lecture time, as well as individual instruction to Patient Inmates who are incompetent due to intellectual disability or other primary neurocognitive dysfunction, but who may be restored to competence with additional exposure to the educational material.

M. Medication Administration and Consent

- i. Contractor shall obtain proper authorization (e.g., informed consent for treatment if the patient does not have an involuntary medication order, providing opportunity for assent if an order is in place) as soon as possible in accordance with professional standards of care and court practices.
- ii. Contractor shall provide strategies to promote and incentivize voluntary psychotropic medication compliance.
- iii. If involuntary psychotropic medication is not ordered by the court at time of commitment of a Patient Inmate to the JBCT program and the treating psychiatrist determines that psychotropic medication has become medically necessary and appropriate, Contractor shall request that the court issue an order for the administration of involuntary psychotropic medication as outlined in the DSH JBCT Policy and Procedures Manual.
- iv. The Contractor will enact policies and procedures to ensure that within 14 days of admission from when a patient is admitted to the JBCT and the Court has authorized administration of involuntary medication, either:
 - a. The treating medical professional prescribes psychotropic medications to be administered over the patient's objection if the patient does not voluntarily comply with administration. The Contractor's policies and procedures will ensure that involuntary medication is administered over the patient's objection, if necessary, beginning with the date of the medical professional's prescription.
 - Or
 - b. The treating medical professional determines that medications that could be provided involuntarily are not currently medically appropriate or necessary for the patient and documents their reasoning in the medical record.

- v. The Contractor will enact policies to ensure that when a patient is admitted to the JBCT without an order for involuntary medication and the Contractor subsequently petitions the Court and an order is granted, that within four business days of the date of the Court's order either:
 - a. The treating medical professional prescribes medications to be administered over the patient's objection if the patient does not voluntarily comply with administration. The Contractor's policies and procedures will ensure that involuntary medication is administered over the patient's objection, if necessary, beginning with the date of the medical professional's prescription.

Or

 - b. The treating medical professional determines that medications that could be provided involuntarily are not currently medically appropriate or necessary for the patient and documents their reasoning in the medical record.
- vi. Upon admission, for each felony IST patient, Contractor will focus on psychiatric and medication stabilization.
 - a. Record review with a focus on the felony IST patient's psychiatric history and whether psychotropic medication is necessary.
 - b. If psychotropic medication has not been initiated, prescribed, or the patient is refusing psychotropic medication, Contractor's psychiatric prescriber will assess the felony IST patient and determine the best treatment no later than five business days after admission.
 - c. If psychotropic medication has been prescribed and the patient is refusing medication that is clinically appropriate and indicated, Contractor will notify DSH to initiate the administrative law judge (ALJ) process to obtain an IMO.
 - d. Contractor shall strive to use long-acting medications when possible and as appropriate.
 - e. Contractor shall offer services to all admitted felony IST patients at least three times per week with the goal of building rapport with patients to improve medication adherence, overall mental health stability, and general understanding of competency restoration education.
 - f. Contractor shall document all offered services as well as refused services and any reasons why services were not received by the patient.
 - g. Contractor's licensed vocational nurse/psychiatric technician will be available to provide support and assistance to Contractor's psychiatric prescribers (including tele-psychiatrists/Psychiatric Nurse Practitioners), such as conducting labs, vitals, charting, ensuring there are no barriers to the medication prescription, liaising between the Contractor's psychiatric prescriber and jail/jail medical/jail mental health staff as necessary.
- vii. Contractor shall submit a monthly report to DSH that identifies the felony IST patients that were prescribed injectable psychotropic medications during the reporting period and explains the medical necessity for each prescription.
- viii. Contractor shall be responsible for providing DSH with routine, and up-to-date details of the FIST patient's medication, including but not limited to, Long-Acting Injectables (LAIs) containing the following information:

- a. Date of administration of the medication
- b. Order date of medication
- c. Dosage amount of medication
- d. Any other relevant medication information related to the FIST patient

N. Suicide Prevention/Adverse Events

Contractor shall develop a suicide prevention program and assessment procedures that shall include an adverse sentinel event review process. Contractor shall submit written suicide prevention procedures to the DSH Contract Manager and/or their designee for approval prior to activation of the JBCT program and annually thereafter.

O. Patients' Rights/Grievance Process

Upon admission, Contractor shall provide an orientation and education on the Patient Inmate grievance process for each Patient Inmate. Contractor shall post the Patient Inmate Grievance Process in a visible location in an area commonly used by Patient Inmates.

P. Data Deliverables

- i. Contractor will maintain and update patient information in the JBCT EDP Application consistently for all patients and in a timely manner. Information communicated therein includes, but is not limited to, the following data elements:

Term	Definition
Patient Name:	Last and First name of patient
Case Number:	Court assigned case number for each individual court case. It can typically include letters and numbers.
Booking Number:	Number that County Jail issues to an individual (per Forensics)
Gender:	Male or Female
Date of Birth:	Birthdate, Age can be determined using this date
Ethnicity:	Type of social group that has a common national or cultural tradition. <i>Caucasian/White, African American/Black, American Indian/Alaska Native, Asian, Native Hawaiian/Other Pacific Islander, Hispanic, Other</i>
Language Spoken:	Type of language spoken
Interpretive Services Utilized (YES/NO):	Was Interpretive services utilized? Yes or No
Referring County:	County of referral and/or commitment
Commitment Date:	Date of Commitment
Packet Received Date:	Date Packet Received (including incomplete required documents)
Packet Completed Date:	Date Packet completed (including all completed required documents)
Reason for Ongoing Pending Status:	Provide a detail reason why the delay of admission
Screening Evaluation Completed Date:	Date Screening Evaluation was completed
Screening Outcome:	Outcome results of patient screened. Accepted or Rejected
Reason for Screening Rejection:	Detail regarding reason for screening rejection. Bypassed/Triaged, Non-Roc, Medication, Substance-Related, Higher Level-of-Care, Other.
Admission Date:	Date of Admission
Involuntary Medication Order (YES/NO):	Is there a current court ordered IMO in place? Yes or No
IMO Effective Date:	Date IMO was effective on, this is the same as their 1370 commitment date
Medication Adherence:	Whether patients take their medications as prescribed. Fully Adherent, Intermittently Adherent, Refusing. (If applicable to program)
Did I/P Receive Invol Meds (YES/NO):	Was involuntary medication administered to patient? Yes or No
Date Invol Meds Initiated:	Date of involuntary medication administered
Disposition of Discharge/Transfer :	Final determination of patients status. Restored or DSH
Reason for Discharge/Transfer:	Detail regarding reason for patients discharge or transfer.
Date Referred to DSH for Transfer:	Date Referred to DSH for Transfer
Discharge/Transfer Date:	Date of Discharge and or Date of Transfer
Discharge/Transfer Location:	Location where patient will be discharged to. Jail, Atascadero SH, Coalinga SH, Metropolitan SH, Napa SH, Patton SH, Other: Must update Notes with Specific location.
Reason for delayed Discharge:	Provide a detail reason why the delay of discharge.
Date ROC Certificate Submitted to Court:	Date that ROC Certificate was submitted to Court
Primary Diagnosis at Admission:	Patients primary Diagnosis at time of Admission
Diagnosis at Discharge:	Patients primary Diagnosis at time of Discharge
Diagnosis of Malingering? (YES/NO):	Did the patient have a Malingering Diagnosis at any point during their stay in JBCT? Yes or No

- ii. Contractor shall submit a monthly report to the DSH that identifies the Patient Inmates that were prescribed any non-formulary injectable psychotropic medication, e.g. Invega Sustenna®, during the reporting period and explains the medical necessity for each prescription upon request.

- iii. Contractor shall submit a summary performance report annually from the contract start date to include, but not be limited to, the information stated above and:
 - 1) The total cost of the program by budget category: personnel, operating expenses, administrative expense, custody and housing, and other direct operating costs as well as overall cost per Patient Inmate treated and the costs for those found to be malingering; and
 - 2) The cost per cycle of treatment.

Q. Reporting Requirements

- i. Contractor shall submit a written report to the court, the community program director of the county or region of commitment, and the DSH Contract Manager and/or their designee concerning the Patient Inmate's progress toward recovery of trial competence within 90 days of a commitment. The report shall include a description of any antipsychotic medication administered to the Patient Inmate and its effects and side effects, including effects on the Patient Inmate's appearance or behavior that would affect the Patient Inmate's ability to understand the nature of the criminal proceedings or to assist counsel in the conduct of a defense in a reasonable manner.
- ii. Contractor shall verbally report any escape within 24 hours to the court that made the commitment, the prosecutor in the case, the Department of Justice, and the DSH Contract Manager and/or their designee, with a written report to follow within five business days.
- iii. Contractor shall report via phone or email to the DSH Contract Manager and/or their designee when a Patient Inmate who is currently receiving treatment in the JBCT program is involved in a Serious Incident. "Serious Incidents" shall include, but not be limited to, causing serious harm to self or others and committing a new felony offense, and are defined more specifically in the Manual. Such reporting shall take place within 24 hours of the Serious Incident. Contractor shall respond to Serious Incidents and law enforcement issues, with coverage 24 hours per day, seven days a week, and with the capacity to arrange for or provide emergency transportation of Patient Inmates. Contractor shall maintain a Serious Incident file that is separate from the Patient Inmate record.
- iv. Contractor shall file a certificate of restoration with the court that made the commitment when the Program Director or their designee determines that the Patient Inmate has regained trial competence.

2. TREATMENT PROTOCOL

- A. JBCT is an intensive, milieu-based treatment program that quickly facilitates competency through a combination of group and individual therapy.
- B. Group therapy is central to the restoration process, and Contractor shall provide treatment daily to Patient Inmates consistent with the standards set in the Manual. Group content should include one of the three group treatment domains: competency education, understanding and management of mental illness, and mental/social stimulation. Many group topics can be assimilated into the groupings, e.g., mock trial, music-based competency treatment, etc.
- C. Contractor shall provide individual daily contacts each business day with each Patient Inmate. These may be brief encounters provided by clinicians or paraprofessionals that aid in building rapport and ensuring that patients are not in crisis.

- D. Contractor will provide individual sessions to each Patient Inmate at least weekly. Individual sessions may be used to provide additional support to augment concepts or strategies discussed in group treatment, discussion of key legal elements of the individual's case that may be too sensitive for group discussion, or individualized therapeutic approaches to mitigating the symptoms impeding trial competence or that contribute to high risk behaviors. Case specific competency issues can best be addressed individually, e.g., a Patient Inmate understands court proceedings generally but struggles to apply the knowledge to their individual case.
- E. Contractor's psychiatrist shall see each Patient Inmate weekly. A psychiatric assessment is a component of the admission process, and more frequent appointments shall be available as needed.
- F. Together on a weekly basis, the multi-disciplinary treatment team shall review:

Each patient's progress towards restoration of trial competency and clinical progress more generally, as well as to complete initial and revised individualized treatment plans, as described in the Manual.

3. SAMPLE SMALL COUNTY JBCT PROGRAM TREATMENT SCHEDULE

	<i>Monday</i>	<i>Tuesday</i>	<i>Wednesday</i>	<i>Thursday</i>	<i>Friday</i>
		Staff Member 1: Law Class	Staff Member 2: Law Class	Staff Member 1: Law Class	Staff Member 2: Law Class
		Staff Member 1: Individual Therapy	Staff Member 2: Individual Therapy	Staff Member 1: Individual Therapy	Staff Member 2: Individual Therapy

4. SMALL COUNTY JBCT PROGRAM STAFFING MODEL:

Number of Patients	1 to 2 Patients per Month
Treatment Team Staffing*	Social Worker Supervisor II, LMFT – 0.1 Psychiatrist – 0.05; contracted per hour Psychologist – contracted per evaluation Mental Health Clinician – 0.2 Physician Assistant – 0.1
Administrative Staff*	Staff Services Analyst – 0.1 Administrative Analyst – 0.05 Accountant II – 0.1 Senior Administrative Analyst – 0.1
Custodial Staff*	Deputy – 2.0
<i>*Number of positions reflect full-time equivalent (FTE) values.</i>	

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT:

- A. Contractor shall submit all invoices not more frequently than monthly in arrears.
- B. For services satisfactorily rendered, and upon receipt and approval of invoices submitted as described herein, the DSH agrees to compensate Contractor in accordance with the rates specified in section 5, Budget Detail.
- C. Contractor shall include in the invoices the costs for all psychiatric medications, Long-Acting Injectable medications, and provided to patients in the Jail Based Competency Treatment (JBCT). If a medication is used for Psychiatric stabilization and not commonly known as a traditional psychotropic medication, then the contractor will review the use of the medication with the DSH for authorization of payment. Contractor shall invoice the DSH, following execution of this agreement, for LAIs provided to patients in the Jail Based Competency Treatment (JBCT).
- D. Contractor shall submit invoices for any and all program replenishment costs associated with and pertaining to the items in Exhibit A. Scope of Work, Section 5, "Program Replenishment Funds." The total program replenishment costs invoiced shall not exceed \$1,000.00 annually.
- E. The DSH is not responsible for services performed by Contractor outside of this Agreement, nor for services performed other than as outlined in Exhibit A, Scope of Work and Exhibit A-1, Program Elements.
- F. The DSH makes no guarantee, either written or implied, as to the actual amount of funds that will be expended under this Agreement.
- G. Contractor shall not bill or seek reimbursement from DSH for any goods or services if Contractor received or will receive reimbursement or funding for such goods or services under any federal program, such as the CARES Act or FEMA disaster relief, except when Contractor has billed Medicare and seeks the difference between the Medicare payment and the DSH contract price.

2. INSTRUCTIONS TO CONTRACTOR:

- A. To expedite the processing of invoices submitted to the DSH for payment, all invoice(s) shall be submitted to the DSH for review and approval at either:

Department of State Hospitals
Attention: Accounting Office
1215 O Street, MS-2
Sacramento, CA 95814

OR

DSHSAC.AccountsPayable@dsh.ca.gov

- B. Contractor shall submit one original and three copies of each invoice, unless emailed.
- C. Contractor shall type, not handwrite, each invoice on company letterhead. The DSH may provide an invoice template, if requested, which may be used in lieu of company letterhead.

- D. Contractor shall clearly note Contractor's name and address on each invoice. The name on the invoice must match the Payee Data Record (Std. 204) and the name listed on this Agreement.
- E. Contractor shall list and itemize in accordance with the Budget Detail, all services or deliverables provided on each invoice.
- F. Contractor shall include the following on each submitted invoice:
 - i. Date(s) during which the services or deliverables were provided and the date in which the invoice was generated.
 - ii. Agreement number, which can be found on the Standard Agreement Form (Std. 213).
 - iii. Small Business certification number, if applicable.
 - iv. Professional license number, if applicable;
 - v. Invoice total.
 - vi. Written proof of DSH's approval as required by this Agreement for those services requiring pre-approval.

3. BUDGET CONTINGENCY CLAUSE:

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any Fiscal Year (FY) is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.
- C. If this Agreement overlaps Federal and State FYs, should funds not be appropriated by Congress or approved by the Legislature for the FY in which the Agreement was entered into, and/or any subsequent years covered under this Agreement, the State may exercise its option to cancel this Agreement.
- D. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by Congress or the Legislature which may affect the provisions or terms of funding of this Agreement in any manner.

4. PROMPT PAYMENT CLAUSE:

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

5. BUDGET DETAIL:

- A. The maximum amount of this Agreement shall not exceed \$2,277,343.31 at rates listed in this Agreement.
- B. Personnel Costs: Upon contract execution as well as receipt and approval of the submitted invoices, the DSH shall compensate Contractor for the following fixed costs: Medical/Psychiatric Services, Competency Services, and Administrative Support. The DSH shall compensate

Contractor for the following variable costs to be paid as patients are served: Housing and Security and Medications. Costs shall not exceed the following budgeted amounts displayed in the tables below unless otherwise noted below.

- i. The monthly allocation amounts are based on dividing the annual allocation amounts and shall not exceed the budgeted annual allocation amounts by fiscal year.

Personnel Cost Category	Annual Allocation					
	FY 2024-25 (11 Months)	FY 2025-26 (12 Months)	FY 2026-27 (12 Months)	FY 2027-28 (12 Months)	FY 2028-29 (12 Months)	FY 2029-30 (1 Month)
Fixed Costs						
Medical/Psychiatric Services	\$83,416.67	\$91,000.00	\$91,000.00	\$91,000.00	\$91,000.00	\$7,583.33
Competency Services	\$38,225.00	\$41,700.00	\$41,700.00	\$41,700.00	\$41,700.00	\$3,475.00
Administrative Support	\$71,850.17	\$80,838.62	\$83,641.40	\$86,584.32	\$89,674.39	\$7,494.41
Variable Costs - paid as patients are served						
Housing and Security - \$169 Daily Rate	\$116,187.50	\$126,750.00	\$126,750.00	\$126,750.00	\$126,750.00	\$10,562.50
Medications - \$13 Daily Rate	\$8,937.50	\$9,750.00	\$9,750.00	\$9,750.00	\$9,750.00	\$812.50

Personnel Cost Category	Monthly Allocation					
	FY 2024-25 (11 Months)	FY 2025-26 (12 Months)	FY 2026-27 (12 Months)	FY 2027-28 (12 Months)	FY 2028-29 (12 Months)	FY 2029-30 (1 Month)
Fixed Costs						
Medical/Psychiatric Services	\$7,583.33	\$7,583.33	\$7,583.33	\$7,583.33	\$7,583.33	\$7,583.33
Competency Services	\$3,475.00	\$3,475.00	\$3,475.00	\$3,475.00	\$3,475.00	\$3,475.00
Administrative Support	\$6,531.83	\$6,736.55	\$6,970.12	\$7,215.36	\$7,472.87	\$7,494.41
Variable Costs - paid as patients are served						
Housing and Security - \$169 Daily Rate	\$10,562.50	\$10,562.50	\$10,562.50	\$10,562.50	\$10,562.50	\$10,562.50
Medications - \$13 Daily Rate	\$812.50	\$812.50	\$812.50	\$812.50	\$812.50	\$812.50

C. Pharmaceuticals:

- i. Upon invoicing, Contractor shall clearly identify the number of felony IST patients receiving early access and stabilization services in the monthly billing cycle.
- ii. The DSH shall compensate Contractor for prescribed psychotropic medication costs based on actual usage when medically necessary, which shall not exceed the contract total. Upon invoicing, Contractor shall clearly identify the date and cost per long-acting injection multiplied by the number of Patient Inmates that received the injection during the month that services were provided. The DSH and Contractor shall monitor drug usage and, if/when Contractor anticipates exceeding the Pharmaceuticals Budget, Contractor shall notify the DSH Contract Manager and the DSH will execute a contract amendment to this Agreement in order to increase the Pharmaceuticals Budget, contingent upon the availability of sufficient funds.

Prescribed Non-Formulary Injectable Psychotropic Medication (Pharmaceuticals)				
Cost Per Injection		Total Patient Inmates		Total for [insert month being invoiced]
[Insert actual cost for one injection of this medication]	X	[Insert number of Patient Inmates who received this injection in the month being invoiced]	=	\$ _____

Cost Category	Annual Allocation					
	FY 2024-25 (11 Months)	FY 2025-26 (12 Months)	FY 2026-27 (12 Months)	FY 2027-28 (12 Months)	FY 2028-29 (12 Months)	FY 2029-30 (1 Month)
Long-Acting Injectable	\$87,772.67	\$95,752.00	\$95,752.00	\$95,752.00	\$95,752.00	\$7,979.33

- D. Contractor shall be reimbursed for the Mariposa County Health and Human Services Agency's Class Trainer expenses, which shall not exceed \$5,000.00 annually.

E. Regional Meetings and Forensic Trainings:

- i. Contractor and its subcontractors shall be reimbursed for the travel expenses associated with DSH required meetings and/or trainings as outlined in the Scope of Work. Travel expenses shall not exceed \$500.00 annually.
- ii. Travel reimbursement rates shall be calculated in accordance with the California Department of Human Resources (CalHR) Rules (Cal. Code of Regs., Title 2 §§ 599.615 - 599.638.1) for non-represented employees, and are subject to the following provisions:

- 1) Travel must be pre-approved by the DSH Contract Manager. Invitation to attend from the DSH Contract Manager shall serve as pre-approval.
- 2) Travel shall be at the least expensive method available.
- 3) Contractor shall be reimbursed for actual expenses, up to the maximum prescribed in the aforementioned CalHR Rules. When determining method of travel, Contractor shall select the option that is the lowest cost to the State. When seeking reimbursement for travel.
- 4) Contractor must submit an originally signed Travel Expense Claim (TEC) form (STD. 262) with their invoice, and with original receipts, for each instance of expenses for meals, parking, and personal vehicle mileage reimbursement. A copy of MapQuest or equivalent is required for mileage claims. All TECs must be approved by the DSH Contract Manager in writing.
- 5) The time an individual leaves their office or residence and returns to their office or residence shall be used in calculating per diem allowances. All TECs must specify these times in order to be processed for payment.

Contractor must retain copies of all TECs and receipts for at least three years from the final payment of this Agreement in case of an audit. For an overview of CalHR's travel reimbursement program, visit <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>. For specific questions regarding which travel expenses are reimbursable, contact the DSH Contract Manager.

F. Budget Summary

Personnel Costs	\$1,766,083.31
Replenishment Fund	\$5,000.00
DSH Travel Fund	\$2,500.00
MCHHSA Class Trainer	\$25,000.00
Pharmaceuticals	\$478,760.00
Grand Total (not to exceed)	\$2,277,343.31

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

EXHIBIT B-1
SAMPLE INVOICE

[Insert Contractor's Department company logo/address]

INVOICE

DATE	INVOICE #

Department of State Hospitals
Attn: Accounting Office
1215 O Street MS-2
Sacramento, CA 95814

PERIOD OF SERVICE	AGREEMENT #
[insert date range of month being invoiced]	

Medical/Psychiatric Services Fixed Cost for [insert month being invoiced]	Competency Services Fixed Cost for [insert month being invoiced]	Administrative Support Fixed Cost for [insert month being invoiced]
\$7,583.33	\$3,475.00	\$7,494.41

Housing & Security Costs					
Daily Rate		Number of Patients Treated		Days in Treatment	Total for [insert month being invoiced]
\$169.00	X	[Insert total number of patients treated in the month being invoiced]	X	[Insert actual number of days in treatment for the month being invoiced]	\$ _____
Medication Costs					
Daily Rate		Number of Patients Treated		Days in Treatment	Total for [insert month being invoiced]
\$13.00	X	[Insert total number of patients in the month being invoiced]	X	[Insert actual number of days in treatment for the month being invoiced]	\$ _____

Invoice Total for [insert month being invoiced]:	\$ _____
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PLEASE MAKE REMITTANCE PAYABLE TO:
[Insert Contractor's Department billing contact/address]

Prepared By: [Signature here] _____
[Insert name/title here]

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. SUBCONTRACTS:

- A. Except for subcontracts identified in accordance with the solicitation, Contractor shall submit any subcontracts in connection with this Agreement to the DSH for its prior written approval. No work shall be subcontracted without the prior written approval of the DSH. Upon the termination of any subcontract, the DSH shall be notified immediately. Any subcontract shall include all the terms and conditions of this Agreement and its attachments.
- B. Nothing contained in this Agreement shall create any contractual relationship between the DSH and any subcontractors, and Contractor is solely responsible for payment of any and all fees, expenses, salaries and benefits of subcontractor. No subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor is fully responsible to the DSH for the acts and omissions of its subcontractors and of persons either directly or indirectly employed or acting as an agent by any of them. Contractor agrees to indemnify and hold the DSH harmless for any costs, losses or claims, including reasonable attorney fees, resulting from its subcontractors.

2. PUBLICATIONS AND REPORTS:

- A. The DSH reserves the right to use and reproduce all publications, reports, and data produced or delivered pursuant to this Agreement. The DSH further reserves the right to authorize others to use or reproduce such materials, provided the author of the report is acknowledged in any such use or reproduction.
- B. If the publication and/or report are prepared by non-employees of the DSH, and the total cost for such preparation exceeds \$5,000, the publication and/or report shall contain the numbers and dollar amounts of all agreements and subcontracts relating to the preparation of the publication and report in a separate section of the report (Government Code section 7550).

3. PROGRESS REPORTS:

- A. If progress reports are required by the Agreement, Contractor shall provide a progress report in writing, or orally if approved by the DSH Contract Manager, at least once a month to the DSH Contract Manager. This progress report shall include, but not be limited to; a statement that the Contractor is or is not on schedule, any pertinent reports, and any interim findings if applicable. Contractor shall cooperate with and shall be available to meet with the DSH to discuss any difficulties, or special problems, so that solutions or remedies can be developed as soon as possible.

4. PRESENTATION:

- A. Upon request, Contractor shall meet with the DSH to present any findings, conclusions, and recommendations required by the Agreement for approval. If set forth in the Agreement, Contractor shall submit a comprehensive final report for approval. Both the final meeting and the final report shall be completed on or before the date indicated in this Agreement.

5. DEPARTMENT OF STATE HOSPITALS STAFF:

- A. The DSH's staff shall be permitted to work side-by-side with Contractor's staff to the extent and under conditions as directed by the DSH Contract Manager. In this connection, the DSH's staff shall be given access to all data, working papers, etc., which Contractor seeks to utilize.
- B. The Contractor shall abide by DSH's written policy and procedures on "nepotism," which is defined as "The practice of an employee using their influence or power to aid or hinder another in the employment setting because of a personal relationship." Accordingly, Contractor shall not use their influence or power to aid or hinder another in DSH's or Contractor's employment setting because of a personal relationship. The Contractor shall disclose any personal relationship with any current DSH workforce member by completing DSH 3215 Verification of Personal Relationships and Hiring of Relatives. Contractor shall also disclose any personal relationships with any current subcontractor(s)' workforce member.

6. CONFIDENTIALITY OF DATA AND DOCUMENTS:

- A. Contractor shall not disclose data or documents or disseminate the contents of the final or any preliminary report without written permission of the DSH Contract Manager. However, all public entities shall comply with California Public Records Act (Government Code sections 6250 et seq.).
- B. Permission to disclose information or documents on one occasion shall not authorize Contractor to further disclose such information or documents on any other occasion except as otherwise provided in the Agreement or required by law.
- C. Contractor shall not comment publicly to the press, or any other media, regarding the data or documents generated, collected, or produced in connection with this Agreement, or the DSH's actions on the same, except to the DSH's staff, Contractor's own personnel involved in the performance of this Agreement, or as required by law.
- D. If requested by the DSH, Contractor shall require each of its employees or officers who will be involved in the performance of this Agreement to agree to the above terms in a form to be approved by the DSH and shall supply the DSH with evidence thereof.
- E. Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure.
- F. After any data or documents submitted has become a part of the public records of the DSH, Contractor may at its own expense and upon written approval by the DSH Contract Manager, publish or utilize the same data or documents but shall include the following Notice:

LEGAL NOTICE

This report was prepared as an account of work sponsored by the Department of State Hospitals (Department), but does not necessarily represent the views of the Department or any of its employees except to the extent, if any, that it has formally been approved by the Department. For information regarding any such action, communicate directly with the Department at P.O. Box 952050, Sacramento, California, 94252-2050. Neither said Department nor the State of California, nor any officer or employee thereof, or any of its contractors or subcontractors makes any warranty, express or implied, or assumes any legal liability whatsoever for the contents of this document. Nor does any party represent that use of the data contained herein, would not infringe upon privately owned rights without obtaining permission or authorization from any party who has any rights in connection with the data.

7. PROVISIONS RELATING TO DATA:

- A. "Data" as used in this Agreement means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work; or be usable or be used to define a design or process; or support a premise or conclusion asserted in any deliverable document called for by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical modes, collections or extrapolations of data or information, etc. It may be in machine form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.
- B. "Generated data" is that data, which a Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by the Contractor in the performance of this Agreement at the expense of the DSH, together with complete documentation thereof, shall be treated in the same manner as generated data.
- C. "Deliverable data" is that data which under terms of this Agreement is required to be delivered to the DSH. Such data shall be property of the State of California and the DSH.
- D. Prior to the expiration of any legally required retention period and before destroying any data, Contractor shall notify the DSH of any such contemplated action; and the DSH may within 30 days of said notification determine whether or not this data shall be further preserved. The DSH shall pay the expense of further preserving this data. The DSH shall have unrestricted reasonable access to the data that is preserved in accordance with this Agreement.
- E. Contractor shall use best efforts to furnish competent witnesses to testify in any court of law regarding data used in or generated under the performance of this Agreement.
- F. All financial, statistical, personal, technical and other data and information relating to the DSH's operation, which are designated confidential by the State or the DSH and made available to carry out the Agreement, or which become available to Contractor in order to carry out this Agreement, shall be protected by Contractor from unauthorized use and disclosure.
- G. If the DSH determines that the data and information are inadequately protected by Contractor or its subcontractors, the DSH shall provide notice of its determination and Contractor and/or its subcontractors shall improve the protections to the DSH's satisfaction which shall be evidenced by written approval of the protections implemented.

8. APPROVAL OF PRODUCT:

- A. Each product to be approved under this Agreement shall be approved by the Contract Manager. The DSH's determination as to satisfactory work shall be final, absent fraud or mistake.

9. SUBSTITUTIONS:

- A. Contractor's key personnel as indicated in its proposal may not be substituted without the Contract Manager's prior written approval.

10. NOTICE:

- A. Notice to either party shall be given by first class mail, by Federal Express, United Parcel Service or similar carrier, properly addressed, postage fully prepaid, to the address beneath the name of each respective party. Alternatively, notice may be given by personal delivery by any means whatsoever to the party and such notice shall be deemed effective when delivered.

11. WAIVER:

- A. All remedies afforded in this Agreement are cumulative; that is, in addition to every other remedy provided therein or by law. The failure of the DSH to enforce any provision of this Agreement, shall not waive its right to enforce the provision or any other provision of the Agreement.

12. GRATUITIES AND CONTINGENCY FEES:

- A. Contractor shall not provide gratuities to any officer or employee of the DSH or the State to secure an agreement or favorable treatment with respect to an agreement, the occurrence of which shall constitute a material breach of this Agreement. The DSH, by written notice to the Contractor, may terminate this Agreement with cause if it is found that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the State or the DSH with a view toward securing an agreement or securing favorable treatment with respect to the awarding, amending, or performance of such agreement.
- B. In the event this Agreement is terminated as provided in the paragraph above, the DSH shall be entitled (a) to pursue the same remedies against Contractor as it could pursue in the event of the breach of the Agreement by the Contractor, and (b) as a predetermined amount of liquidated damages, Contractor shall pay an amount which shall not be less than three times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee.
- C. The rights and remedies of the DSH provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- D. The Contractor warrants by execution of this Agreement that no person or selling agency has been employed or retained to solicit or secure this Agreement for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of Contractor, for the purpose of securing business. For breach or violation of this warranty, the DSH shall, among other rights, have the right to rescind this Agreement without liability, paying only for the values of the work actually returned, or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

13. INTEGRATION CLAUSE:

- A. The parties agree that this Agreement, including only the State standard form 213 and all exhibits, constitute the entire agreement of the parties and no other understanding or communication, whether written or oral, shall be construed to be a part of this Agreement.

14. CAPTIONS:

- A. The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.

15. PUBLIC HEARINGS:

- A. If public hearings on the subject matter dealt with in this Agreement are held within one year from the Agreement expiration date, Contractor shall make available to testify the personnel assigned to this Agreement at the hourly rates specified in the Contractor's proposed budget. The DSH shall reimburse Contractor for travel of said personnel at the Agreement, or if none, at State rates for such testimony as may be requested by the DSH.

16. FORCE MAJEURE:

- A. Neither the DSH nor the Contractor shall be deemed to be in default in the performance of the terms of this Agreement if either party is prevented from performing the terms of this Agreement by causes beyond its control, which shall include without being limited to: acts of God; interference, rulings or decision by municipal, Federal, State or other governmental agencies, boards or commissions; any laws and/or regulations of such municipal, State, Federal, or other governmental bodies; or any catastrophe resulting from flood, fire, explosion, earthquakes or other similar environmental causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other party written notice of the cause of delay. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable.

17. LITIGATION:

- A. The DSH, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against the DSH or its officers or employees for which the Contractor must provide indemnification under this Agreement. The failure of the DSH to give such notice, information, authorization or assistance shall not relieve the Contractor of its indemnification obligations. The Contractor shall immediately notify the DSH of any claim or action against it which affects, or may affect, this Agreement, the terms or conditions hereunder, DSH, 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 DSH.
- B. Contractor shall be in default of this Agreement (i) upon the institution by or against Contractor of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of Contractor's debts, (ii) upon Contractor making an assignment for the benefit of creditors, (iii) upon either party's dissolution or ceasing to do business or (iv) when the facts and circumstances indicate that Contractor is insolvent. For purposes of this Agreement, Contractor shall be deemed insolvent if: (i) Contractor has failed to pay salaries, overtime or benefits required by law of agreement, (ii) Contractor has failed to pay a subcontractor amounts owed pursuant to its agreements with a subcontractor, or (iii) Contractor has failed to pay a vendor amounts Contractor owes the vendor for more than 90 days the past due date for payment.

18. DISPUTES:

- A. Contractor shall first discuss and attempt to resolve any dispute arising under or relating to the performance of this Agreement.

19. EVALUATION OF CONTRACTOR'S PERFORMANCE:

- A. The DSH shall evaluate Contractor's performance under this Agreement using standardized evaluation forms which shall be made available to every state agency pursuant to Public Contracts Code section 1067.

20. AUDITS, INSPECTION AND ENFORCEMENT:

- A. Contractor agrees to allow the DSH to inspect its facilities and systems, and make available for review its books and records to enable the DSH to monitor compliance with the terms of this Agreement and audit invoices submitted to the DSH.
- B. Contractor shall promptly remedy any violation of any provision of this Agreement to the satisfaction of the DSH.
- C. The fact that the DSH inspects, or fails to inspect, or has the right to inspect Contractor's facilities, systems, books and records does not relieve Contractor of its responsibility to independently monitor its compliance with this Agreement.
- D. The DSH's failure to detect or the DSH's detection of any unsatisfactory practices, but failure to notify Contractor or require Contractor's remediation of the unsatisfactory practices does not constitute acceptance of such practice or a waiver of the DSH's enforcement rights under the Agreement.

21. USE OF STATE FUNDS:

- A. Contractor, including its officers and members, shall not use funds received from the DSH pursuant to this Agreement to support or pay for costs or expenses related to the following:
 - i. Campaigning or other partisan activities to advocate for either the election or defeat of any candidate for elective office, or for or against the passage of any proposition or ballot measure; or,
 - ii. Lobbying for either the passage or defeat of any legislation.
- B. This provision is not intended and shall not be construed to limit any expression of a view, opinion, or position of any member of Contractor as an individual or private citizens, as long as state funds are not used; nor does this provision limit Contractor from merely reporting the results of a poll or survey of its membership.

22. CANCELLATION PROVISIONS:

- A. Unless otherwise specified, this Agreement may be canceled at any time by the DSH, in writing, with thirty (30) days advance notice. If canceled, payment shall be made only for the provision of services expressly authorized by this Agreement until the date of cancellation and only at the rates set forth in Exhibit B, Budget Detail. In the case of early termination, a final payment will be made to Contractor upon receipt of an invoice covering all authorized costs, at the rates set forth in Exhibit B, incurred prior to the date of cancellation or termination. The DSH shall not be responsible for unamortized costs, overhead or capital costs or any other related costs, including but, not limited to costs incurred in connection with the cancellation of leases or contracts pertaining to facilities, equipment or supplies, labor and employee benefits costs, and expenditures incurred after the date of notice of cancellation.
- B. If the DSH determines that the Contractor has breached a material term of the Agreement and has not cured the breach or ended the violation within the time specified by the DSH, the DSH may terminate the contract by providing notice to the Contractor. The DSH Information Security Officer shall report as required HIPAA violations to the Secretary of the U.S. Department of Health and Human Services.

- C. Failure to comply with section 1 or 6 of this Exhibit, or a violation of section 12 of this Exhibit, shall be deemed a material breach of this Agreement.

23. EMPLOYMENT PROVISIONS:

- A. Contractor acknowledges and agrees that neither Contractor, their personnel, subcontractors, nor other service providers through this Agreement are employees of the DSH. Contractor and its independent contractors shall be solely responsible for:
- i. Paying any and all payroll taxes, including, but not limited to Social Security and Medicare taxes,
 - ii. Federal or state income tax withholding,
 - iii. Providing unemployment insurance and workers compensation insurance, and
 - iv. Paying compensation to its employees in accordance with federal and state labor laws, including overtime pay unless otherwise specified in this Agreement, as well as penalties that may be imposed for failure to comply with these laws. Contractor agrees to indemnify and hold harmless the DSH for any damages, losses, expenses, including reasonable attorney fees, in connection with its failure to pay salary or overtime, or provide benefits, including, but not limited to health care benefits or retirement benefits, to its employees, or its failure to provide to comply with federal or state labor laws.

24. LIABILITY FOR LOSS AND DAMAGES:

- A. Any damages by Contractor, their personnel, subcontractors, and other service providers through this Agreement to DSH's facility, including equipment, furniture, materials, or other State or DSH property, shall be repaired or replaced by Contractor to the satisfaction of the DSH at Contractor's expense. The DSH, at its option, may repair any such damage and deduct the cost thereof from any sum due Contractor under this Agreement.

25. SECURITY CLEARANCE/FINGERPRINTING/TUBERCULIN SKIN TESTING:

- A. The DSH reserves the right to conduct fingerprinting, drug testing, and/or security clearance through the Department of Justice, Bureau of Criminal Identification and Information (BCII), prior to award and at any time during the term of the Agreement, in order to permit Contractor, their personnel, subcontractors, and other service providers through this Agreement access to State premises. The DSH further reserves the right to terminate this Agreement should a threat to security be determined.
- B. In the event that the services required under this Agreement will be performed within a DSH facility, Contractors and their employees who are assigned to work with, near, or around patients shall be required to be examined and tested or medically evaluated by a licensed healthcare provider for TB in an infectious or contagious stage prior to the performance of contracted duties, and at least once a year thereafter (within 12 months of their initial or previous TB test under this contract), or more often as directed by DSH. Contractors and their employees who have any contact (physical or nonphysical) with patients, shall be required to furnish to the DSH Contract Manager, at no cost to DSH, a documented Tuberculosis (TB) evaluation/test for TB infection (Tuberculin Skin Test (TST) or a blood test Interferon Gamma Release Assay (IGRA) completed within (30) thirty days of the start date of the services and be certified to be free of TB in an infectious or contagious stage by a licensed healthcare provider prior to assuming their contracted duties and annually thereafter.

- C. If both of the documented results of the TST provided $\leq 0-9$ /mm of induration, then the tested person may be cleared to provide services. However, if the documented result of the TST is ≥ 10 /mm of induration, then they shall be subject to additional testing and/or clearances before he or she is allowed to work at a DSH facility.
- D. The DSH reserves the right, in its sole and absolute discretion, to take measures to minimize the transmission of influenza. Contractor, their personnel, subcontractors, and other service providers through this Agreement may be required to either a) show written proof that they have received an influenza vaccine, or b) complete an Influenza Declination Form, which will be provided upon request. In addition, all non-vaccinated providers may be required to wear a mask. In its sole and absolute discretion, DSH may elect to provide free influenza vaccines to Contractor, their personnel, subcontractors, and other service providers through this Agreement.

26. PHYSICIAN OWNERSHIP AND REFERRAL ACT OF 1993:

- A. For applicable medical services contracts, and in accordance with the Physician Ownership and Referral Act of 1993, Contractor shall not refer any patient to any health care provider or health-related facility if the Contractor has a financial interest with that health care provider or health-related facility.
- B. Contractor may make a referral to or request consultation from a sole source health care provider or health-related facility in which financial interest is held if Contractor is located where there is no alternative provider of service within either twenty-five (25) miles or forty (40) minutes travel time, subject to the prior approval of the DSH. Contractor shall disclose, in writing, as well as on a continuous basis, to the DSH, its financial interest at the time of referral or request for consultation. In no event, will this prohibit patients from receiving emergency health care services.

27. AMENDMENTS:

- A. The parties reserve the right to amend this Agreement as mutually agreed upon. This is in addition to the right to amend for other reasons contained in this Agreement or noted in the solicitation that resulted in this Agreement, if applicable. Any amendment shall be in writing and signed by both parties, and be approved by the Department of General Services if such approval is required.

28. GENERATIVE ARTIFICIAL INTELLIGENCE (GenAI):

- A. The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI tools, while balancing the risks of these new technologies.
- B. Bidders/Offerors must notify the State in writing if their solution or service includes, or makes available, any GenAI technology, including GenAI from third parties or subcontractors.
- C. The State has developed a [GenAI Disclosure & Factsheet](#) to be completed by the Bidder/Offeror.
- D. Failure to disclose GenAI to the State and submit the GenAI Disclosure & Factsheet will result in disqualification of the Bidder/Offeror and may void any resulting contract. The State reserves its right to seek any and all relief it may be entitled to as a result of such non-disclosure.
- E. Upon receipt of a Bidder/Offeror GenAI Disclosure & Factsheet the state reserves the right to incorporate GenAI Special Provisions into the final contract or reject bids/offers that present an unacceptable level of risk to the state.

EXHIBIT E

CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS

These Confidentiality and Information Security Provisions (for HIPAA/HITECH Act contracts) set forth the information privacy and security requirements Contractor is obligated to follow with respect to all confidential information (as defined herein) disclosed to Contractor, or collected, created, maintained, stored, transmitted, or used by Contractor for or on behalf of the California Department of State Hospitals (DSH), pursuant to Contractor's agreement with DSH. DSH and Contractor (the parties) desire to protect the privacy and provide for the security of DSH confidential information pursuant to this Exhibit and in compliance with state and federal laws applicable to the confidential information.

1. CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS:

- A. Contractor shall comply with applicable laws and regulations, including but not limited to Welfare and Institutions Code sections 14100.2 and 5328 et seq. (2021), the Lanterman-Petris-Short Act, Civil Code section 1798 et seq. (2021), the Information Practices Act of 1977, Health and Safety Code section 123100 et seq. (2021), the Patient Access to Health Records Act, Title 42, Code of Federal Regulations (C.F.R.) part 431.300 et seq. (2021), and the Health Insurance Portability and Accountability Act of 1996 (HIPAA), including but not limited to section 1320d et seq. of Title 42 of the United States Code and its implementing regulations (including but not limited to Title 45, Code of Federal Regulations (C.F.R.), parts 160, 162 and 164 (2021) (HIPAA regulations) regarding the confidentiality and security of protected health information (PHI). The following provisions of this Exhibit set forth some of the requirements of these statutes and regulations. This Exhibit should not be considered an exclusive list of the requirements. Contractor is required to fulfill the requirements of these statutes and regulations by independently researching and obtaining legal advice on these requirements as they may be amended from time to time.
- B. Order of Precedence: With respect to confidentiality and information security provisions for all DSH confidential information, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and DSH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.
- C. Effect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements Contractor is obligated to follow with respect to DSH confidential information disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of DSH, pursuant to Contractor's agreement with DSH. When applicable, the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.

2. DEFINITIONS:

- A. The following terms used in the agreement between DSH and Contractor shall have the same meaning as those terms in the HIPAA Rules: Breach, Covered Entity, Data Aggregation, Disclosure, Health Care Operations, Individual, Minimum Necessary, Protected Health Information, Secretary, Subcontractor, Unsecured Protected Health Information, and Use.

B. Specific Definitions

- i. Contractor. Contractor shall have the same meaning as the term “business associate” at 45 C.F.R. section 160.103 (2021).
- ii. Breach. With respect to Contractor's handling of confidential information, “breach” shall have the same meaning as the term “breach” in HIPAA, 45 C.F.R. section 164.402 (2021).
- iii. HIPAA Rules. HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. parts 160 and 164 (2021).
- iv. Confidential Information. Confidential information shall mean information or data that is Protected Health Information or Personal Information as defined herein.
- v. Personal Information (PI). Personal Information shall have the same meaning as defined in Civil Code section 1798.3, subdivision (a) (2021).
- vi. Required by law, as set forth under 45 C.F.R. section 164.103 (2021), shall mean a mandate contained in law that compels an entity to make a use or disclosure of PHI that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
- vii. Security Incident. Security Incident shall mean the intentional attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or PI, or confidential data that is essential to the ongoing operation of Contractor's organization and intended for internal use; or interference with system operations in an information system.

3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE:

A. Contractor agrees to:

- i. not use or disclose confidential information other than as permitted or required by the agreement between DSH and Contractor or as required by law. Any use or disclosure of DSH confidential information shall be the Minimum Necessary;
- ii. use appropriate safeguards, and comply with Subpart C of 45 C.F.R. part 164 (2021) with respect to electronic confidential information, to prevent use or disclosure of confidential information other than as provided for by the agreement with DSH;
- iii. report to DSH any use or disclosure of confidential information not provided for by the agreement with DSH of which it becomes aware, including breaches of unsecured protected health information as required at 45 C.F.R. section 164.410 (2021), and any security incident of which it becomes aware;
- iv. in accordance with 45 C.F.R. sections 164.502(e)(1)(ii) and 164.308(b)(2) (2021), if applicable, ensure that any agents and subcontractors that create, receive, maintain, or

transmit confidential information on behalf of Contractor enter into a written agreement with Contractor agreeing to be bound to the same restrictions, conditions, and requirements that apply to Contractor with respect to such information;

- v. to provide access and make available confidential information in a designated record set to DSH or to an Individual in accordance with 45 C.F.R. section 164.524 (2021) and California Health and Safety Code section 123100 et seq. (2021). Designated Record Set shall mean the group of records maintained for DSH that includes medical, dental, and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for DSH health plans; or those records used to make decisions about individuals on behalf of DSH. Contractor shall use the forms and processes developed by DSH for this purpose and shall respond to requests for access to records transmitted by DSH within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none;
- vi. if Contractor maintains an Electronic Health Record with PHI and an Individual requests a copy of such information in an electronic format, Contractor shall provide such information in an electronic format to enable DSH to fulfill its obligations under the HITECH Act, including but not limited to, 42 U.S.C. section 17935(e) (2021);
- vii. if Contractor receives data from DSH that was provided to DSH by the Social Security Administration, upon request by DSH, Contractor shall provide DSH with a list of all employees, subcontractors, and agents who have access to the Social Security data, including employees, contractors, and agents of its subcontractors and agents;
- viii. make any amendment(s) to confidential information in a Designated Record Set as directed or agreed to by DSH pursuant to 45 C.F.R. section 164.526 (2021), or take other measures as necessary to satisfy DSH's obligations under 45 C.F.R. section 164.526 (2021);
- ix. to document and make available to DSH or (at the direction of DSH) to an Individual within 15 days such disclosures of PHI, and information related to such disclosures, necessary to respond to a proper request by the Individual for an accounting of disclosures of PHI, in accordance with the HITECH Act and its implementing regulations, including but not limited to 45 C.F.R. section 164.528 (2021) and 42 U.S.C. section 17935(c) (2021). If Contractor maintains electronic health records for DSH as of January 1, 2009, Contractor must provide an accounting of disclosures, including those disclosures for treatment, payment, or health care operations, effective with disclosures on or after January 1, 2014. If Contractor acquires electronic health records for DSH after January 1, 2009, Contractor must provide an accounting of disclosures, including those disclosures for treatment, payment, or health care operations, effective with disclosures on or after the date the electronic health record is acquired, or on or after January 1, 2011, whichever date is later. The electronic accounting of disclosures shall be for disclosures during the three years prior to the request for an accounting;
- x. to the extent Contractor is to carry out one or more of DSH's obligation(s) under Subpart E of 45 C.F.R. part 164 (2021), comply with the requirements of Subpart E that apply to DSH in the performance of such obligation(s); and
- xi. make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA regulations.

- xii. comply with all legal obligations pursuant to the California Consumer Privacy Protection Act (CCPA) of Contractor, its employees, agents and sub-contractors, including but not limited to the handling and disclosure of personal information received resulting from this agreement, abiding by CCPA notice requirements on Contractor's website(s), safeguarding personal information received in connection with this agreement, refraining from using personal information received in connection with this agreement outside of the enumerated business purpose contained therein. Contractor's failure to comply with such laws and regulations shall constitute a material breach of this Agreement, and shall be grounds for immediate termination of the Agreement by DSH, pursuant to section 7 of Exhibit C. By executing this Agreement, Contractor certifies that it is aware of its legal obligations as set forth under the CCPA, that it is in compliance with the CCPA, and shall remain in compliance with all such laws and regulations for the term of this Agreement.
- xiii. indemnify and hold the DSH harmless from and against any and all liability, loss, suit, damage or claim, including third party claims brought against the DSH, pursuant to section 5 of Exhibit C of this Agreement, as well as damages and reasonable costs assessed against the DSH by a court of competent jurisdiction (or, at Contractor's option, that are included in a settlement of such claim or action in accordance herewith), to the fullest extent permitted by State law, to the extent such claim arises from Contractor's violation of the CCPA in relation to Contractor's performance under this agreement; provided, that (i) Contractor is notified promptly in writing of the claim; (ii) Contractor controls the defense and settlement of the claim; (iii) Contractor provides a defense with counsel approved by the DSH; and (iv) the DSH cooperates with all reasonable requests of Contractor (at Contractor's expense) in defending or settling the claim.

4. PERMITTED USES AND DISCLOSURES OF CONFIDENTIAL INFORMATION BY THE CONTRACTOR:

- A. Except as otherwise provided in the agreement between Contractor and DSH, Contractor, may use or disclose DSH confidential information to perform functions, activities or services identified in the agreement with DSH provided that such use or disclosure would not violate federal or state laws or regulations.
- B. Contractor may not use or disclose the confidential information except as provided and permitted or required by this agreement with DSH or as required by law.
- C. Contractor may use and disclose confidential information for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor, provided that such uses and disclosures are required by law.
- D. Contractor may use confidential information to provide data aggregation services related to the health care operations of the DSH. Data aggregation means the combining of DSH confidential information created or received by Contractor on behalf of DSH with confidential information received by Contractor in its capacity as the business associate of another Covered Entity, to permit data analyses that relate to the health care operations of DSH.

5. SAFEGUARDS:

- A. Contractor shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical, and physical safeguards. The information privacy and security program shall reasonably and appropriately protect the confidentiality, integrity, and

availability of the confidential information that it creates, receives, maintains, or transmits; and prevent the use or disclosure of confidential information other than as provided for by the agreement with DSH. Contractor shall provide the DSH with information concerning such safeguards as the DSH may reasonably request from time to time.

- B. Contractor shall implement administrative, technical, and physical safeguards to ensure the security of the DSH information on portable electronic media (e.g., USB drives and CD-ROM) and in paper files. Administrative safeguards to be implemented shall include, but are not limited to training, instructions to employees, and policies and procedures regarding the HIPAA Privacy Rule. Technical safeguards to be implemented must comply with the HIPAA Security Rule and Subpart C of part 164 of the HIPAA regulations with respect to electronic confidential information, and shall include, but are not limited to, role-based access, computer passwords, timing out of screens, storing laptop computers in a secure location (never leaving the equipment unattended at workplace, home or in a vehicle) and encryption. Physical safeguards to be implemented shall include, but are not limited to, locks on file cabinets, door locks, partitions, shredders, and confidential destruct.

6. AUTHENTICATION:

- A. Contractor shall implement appropriate authentication methods to ensure information system access to confidential information is only granted to properly authenticated and authorized persons. If passwords are used in user authentication (e.g., username/password combination), Contractor shall implement strong password controls on all compatible computing systems that are consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-53 and the SANS Institute Password Protection Policy.
- i. Contractor shall implement the following security controls on each server, workstation, or portable (e.g., laptop computer) computing device that processes or stores confidential, personal, or sensitive data:
- (1) network-based firewall and/or personal firewall,
 - (2) continuously updated anti-virus software and
 - (3) patch-management process including installation of all operating system/software vendor security patches.
- ii. Encrypt all confidential, personal, or sensitive data stored on portable electronic media (including, but not limited to, CDs and thumb drives) and on portable computing devices (including, but not limited to, laptop computers, smart phones and PDAs) with a solution that uses proven industry standard algorithms.
- iii. Prior to disposal, sanitize all DSH confidential data contained in hard drives, memory devices, portable electronic storage devices, mobile computing devices, and networking equipment in a manner consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-88.
- iv. Contractor shall not transmit confidential, personal, or sensitive data via e-mail or other Internet transport protocol over a public network unless, at minimum, a 128-bit encryption method (for example AES, 3DES, or RC4) is used to secure the data.

7. MITIGATION OF HARMFUL EFFECTS:

- A. Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of confidential information by Contractor or its subcontractors in violation of the requirements of the agreement.

8. NOTIFICATION OF BREACH:

- A. During the term of the agreement with DSH, Contractor shall report to DSH any use or disclosure of information not provided for by its contract of which it became aware including breaches of unsecured confidential information as required by 45 C.F.R. section 164.410 (2021).

9. DISCOVERY OF BREACH:

- A. Contractor shall immediately notify the DSH Chief Information Security Officer by telephone call and email upon the discovery of a breach of confidential information in all forms (paper, electronic, or oral) if the confidential information was, or is reasonably believed to have been, acquired by an unauthorized person, or within 24 hours by email or fax of the discovery of any suspected security incident, intrusion or unauthorized use or disclosure of confidential information in violation of the agreement with DSH, or potential loss of DSH confidential data. If the security incident occurs after business hours or on a weekend or holiday, notification shall be provided by calling the DSH Chief Information Security Officer. Contractor shall take:
 - i. prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
 - ii. any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

10. INVESTIGATION OF BREACH:

- A. Contractor shall immediately investigate such security incident, breach, or unauthorized use or disclosure of DSH confidential information. Within 8 hours of discovery (of the breach), Contractor shall notify the DSH Chief Information Security Officer of at least the following:
 - i. the data elements involved and the extent of the confidential data involved in the breach;
 - ii. a description of the unauthorized person(s) known or reasonably believed to have improperly acquired, accessed, used, transmitted, sent or disclosed confidential information;
 - iii. a description of where and when the confidential information is believed to have been improperly acquired, accessed, used, transmitted, sent or disclosed;
 - iv. a description of the probable causes of the improper acquisition, access, use, transmission, sending, or disclosure; and
 - v. whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are required.

11. WRITTEN REPORT:

- A. Contractor shall provide a written report of the investigation to the DSH Information Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, an estimation of cost for remediation, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

12. NOTIFICATION OF INDIVIDUALS:

- A. Contractor shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and to pay any costs of such notifications, as well as any costs associated with the breach. Notification shall be made in the most expedient time possible without reasonable delay. The DSH Program Contract Manager, DSH Chief Information Security Officer, and DSH Chief Privacy Officer shall approve the time, manner, and content of any such notifications and their review and approval must be obtained by Contractor before the notifications are made.

13. DSH CONTACT INFORMATION:

- A. Contractor shall direct communications to the DSH Program Contract Manager, DSH Chief Information Security Officer, and DSH Chief Privacy Officer Contractor shall initiate contact as indicated herein. DSH reserves the right to make changes to the contact information below by giving written notice to Contractor. Said changes shall not require an amendment to the agreement between the parties to which it is incorporated.

DSH Contract Manager	DSH Chief Privacy Officer	DSH Chief Information Security Officer
See Exhibit A - Scope of Work for contact information	Chief Privacy Officer Office of Legal Services 1215 O Street, MS-5 Sacramento, CA 95814 Email: privacy.officer@dsh.ca.gov Telephone: 916-562-3721	Chief Information Security Officer Information Security Office 1215 O Street, MS-4 Sacramento, CA 95814 Email: iso@dsh.ca.gov and security@dsh.ca.gov Telephone: 916-654-4218

14. INTERNAL PRACTICES:

- A. Contractor shall make Contractor's internal practices, books and records relating to the use and disclosure of DSH confidential information received from DSH, or created, maintained or received by Contractor, available to DSH or to the Secretary in a time and manner designated by DSH or by the Secretary, for purposes of determining DSH's compliance with HIPAA regulations.

15. EMPLOYEE TRAINING AND DISCIPLINE:

- A. Contractor shall train and use reasonable measures to ensure compliance with the requirements of the agreement between DSH and Contractor by employees who assist in the performance of functions or activities under this agreement and use or disclose confidential information; and discipline such employees who intentionally violate any provisions of this agreement.

16. EFFECT OF TERMINATION:

- A. Upon termination or expiration of the agreement between Contractor and DSH for any reason, Contractor shall return, at its sole expense, to DSH all confidential information within five (5) business days or as otherwise specified in the request or notice to return records or, if agreed to by DSH, destroy all confidential information received from DSH or created or received by Contractor on behalf of DSH, that Contractor still maintains in any form. Contractor shall retain no copies of DSH confidential information. However, if return or destruction is not feasible, Contractor shall continue to extend the protections and provisions of the agreement to such information, and limit further use or disclosure of such confidential information to those purposes that make the return or destruction of such confidential information infeasible. This provision shall apply to DSH confidential information that is in the possession of Contractor, its subcontractor(s), or its agent(s).

17. MISCELLANEOUS PROVISIONS:

- A. DSH shall notify Contractor and Contractor shall notify DSH of restrictions on disclosures or the manner of confidential communications requested and agreed to by Contractor or DSH from an Individual to satisfy 45 C.F.R. section 164.522 (2021).
- B. Assistance in Litigation or Administrative Proceedings. Contractor shall make itself, and use its best efforts to make any subcontractors, employees or agents assisting Contractor in the performance of its obligations under the agreement with DSH, available to DSH at no cost to DSH to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DSH, its directors, officers or employees for claimed violations of HIPAA, regulations or other laws relating to security and privacy based upon actions or inactions of Contractor and/or its subcontractors, employees, or agents, except where Contractor or its subcontractors, employees, or agents is a named adverse party.
- C. No Third-Party Beneficiaries. Nothing expressed or implied in the terms and conditions of the agreement between Contractor and DSH is intended to confer, nor shall anything herein confer, upon any person other than DSH or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- D. The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with the HIPAA regulations and applicable federal and state laws. The parties agree that any ambiguity in the terms and conditions of the agreement between the parties shall be resolved in favor of a meaning that complies and is consistent with state and federal law, including HIPAA and the HIPAA regulations.
- E. A reference in the terms and conditions of the agreement between DSH and Contractor to any HIPAA regulation relates to that section in effect or as amended.
- F. The obligations of Contractor under this Exhibit E shall survive the termination or expiration of the agreement.

18. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS:

- A. DSH may immediately terminate the agreement between Contractor and DSH if (a) Contractor is found liable in a civil or criminal proceeding for a violation of the HIPAA Privacy or Security Rule or (b) a finding or stipulation that Contractor has violated a privacy or security standard or

requirement of HIPAA, or other security or privacy laws made in an administrative or civil proceeding in which Contractor is a party.

19. TERMINATION FOR CAUSE:

- A. In accordance with 45 C.F.R. section 164.504(e)(1)(ii) (2021), upon DSH's knowledge of a material breach or violation of this Exhibit by Contractor, DSH shall:
 - i. Provide an opportunity for Contractor to cure the breach or end the violation and terminate the agreement if Contractor does not cure the breach or end the violation within the time specified by DSH; or
 - ii. Immediately terminate the agreement pursuant to section 7 of Exhibit C of this Agreement, if Contractor has breached a material term of this Exhibit and cure is not possible.

Revision 9/2/2021

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Proposer/Bidder Firm Name (Printed)	Federal ID Number
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Executed in the County of	Executed in the State of
Date Executed	

Generative Artificial Intelligence (GenAI) Disclosure & Factsheet

Bidder/Offer Information

Solicitation Number	Bidder ID/Vendor ID (optional)		
Business Name	Business Telephone Number		
Business Address	City	State	Zip Code

GenAI Disclosure & Factsheet

Will you be using or offering GenAI technology, model, or service (collectively, “system”)? ☐ Yes ☐ No (If No, skip to Signature section of this form.)

If yes, provide details regarding the GenAI system”). See *GenAI Disclosure & Factsheet Definitions* at the end of this form for more information.

Failure to disclose GenAI to the State and submit the detailed description may result in disqualification and may void any resulting contract.

1. GenAI Model Name, Version (including number of parameters)	
2. Model Owner	
3. Overview	
4. Purpose	
5. Intended Domain	
6. Model Training Data	
7. Model Information	

8. Input and Outputs	
9. Performance Metrics	
10. Optimal Conditions	
11. Poor Conditions	
12. Bias	
13. Test Data	

Explain below how you are ensuring the GenAI system is not adversely affecting “decisions that materially impact access to, or approval for, housing or accommodations, education, employment, credit, health care, and criminal justice.” (AB 302, Department of Technology: High-Risk automated decision systems: inventory).

Signature

By signing this document, I certify that I have identified and disclosed, if any, all GenAI components in the proposed solution or service.

GenAI Disclosure & Factsheet Definitions

Please use the following definitions to complete the GenAI Disclosure and Factsheet:

1. Model Name, Version & Number of Parameters:

- Definition: The unique identifier or name assigned to the specific GenAI model or service.
- Purpose: Allows users to refer to and distinguish between different GenAI models.

2. Model Owner

- Definition: The name of the organization or entity responsible for creating or deploying the GenAI model or service.
- Importance: Helps identify the source and accountability for the GenAI system.

3. Overview:

- Definition: A concise summary of the GenAI model's purpose, functionality, and key characteristics.
- Role: Provides a high-level understanding for users and stakeholders.

4. Purpose:

- Definition: The intended use or goal of the GenAI model (e.g., image recognition, natural language processing, text summarization).
- Significance: Helps users assess whether the GenAI model aligns with their needs.

5. Intended Domain:

- Definition: The context, subject matter or domain for which the GenAI model is designed to operate effectively.
- Importance: Helps users determine if the GenAI model is suitable for their specific use case.

6. Training Data:

- Definition: Information used to train the GenAI model (e.g., labeled images, text corpora).
- Role: Influences the GenAI model's behavior and performance.

7. Model Information:

- Definition: Details about the architecture, parameters, and configuration of the GenAI model.
- Relevance: Provides insights into how the GenAI model functions.

8. Inputs and Outputs:

- Definition:
 - Inputs: The data or features provided to the model for prediction (e.g., images, text).
 - Outputs: The GenAI model's predictions or results (e.g., class labels, probabilities).
- Understanding: Crucial for integrating the GenAI model into applications.

9. Performance Metrics:

- Definition: Quantitative measures (e.g., accuracy, F1-score) used to evaluate the GenAI model's performance.
- Assessment: Determines how well the GenAI model meets its intended purpose.
- Continuous Monitoring Plan: Establishes a plan for continuous monitoring and evaluation of the GenAI model's performance.

10. Optimal Conditions:

- Definition: The ideal environment or context for the GenAI model to perform optimally.
- Contextual Guidance: Helps users achieve the best results.

11. Poor Conditions:

- Definition: Scenarios or conditions where the GenAI model's performance may degrade.
- Risk Awareness: Alerts users to potential limitations.

12. Bias:

- Definition: Any systematic error or unfairness in the GenAI model's predictions due to biased training data or design.
- Mitigation: Addressing bias is crucial for ethical and unbiased GenAI.

13. Test Data:

- Definition: Independent data used to evaluate the GenAI model's performance after training.
- Validation: Ensures the GenAI model generalizes well to unseen examples.

CCC 04/2017

CERTIFICATION

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

<i>Contractor/Bidder Firm Name (Printed)</i> County of Mariposa		<i>Federal ID Number</i> 94-6000880
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i> Miles Menetray, Chair		
<i>Date Executed</i>	<i>Executed in the County of</i> Mariposa	

CONTRACTOR CERTIFICATION CLAUSES

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

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

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

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

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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

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 Mariposa		
Remit-To Address (Street or PO Box)	P.O. Box 99		
City	Mariposa	State	CA Zip Code+4 95338
Government Type:	☐ City	☒ County	Federal Employer Identification Number (FEIN) 94-6000880
	☐ Special District	☐ Federal	
	☐ Other (Specify)		

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	Mariposa County Health and Human Services	Complete Address	5362 Lemee Lane, Mariposa CA 95338
Dept/Division/Unit Name		Complete Address	
Dept/Division/Unit Name		Complete Address	
Dept/Division/Unit Name		Complete Address	

Contact Person	Miles Menetrey	Title	Chair
Phone number	209-966-3222	E-mail address	mmenetrey@mariposacounty.org
Signature		Date	



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-395

MEETING: September 10, 2024
TO: The Board of Supervisors
FROM: Shannon Hansen, Director of Public Works and Transportation
RE: Authorize the Public Works Director to Waive the Encroachment Fee of \$206 for the Coyote Fest in Coulterville on September 28th and 29th, 2024

RECOMMENDATION AND JUSTIFICATION

Authorize the Public Works Director to Waive the Encroachment Fee of \$206 for the Coyote Fest in Coulterville on September 28th and 29th, 2024.

This event will include a parade, coyote howling contests, food booths, arts and crafts booths, motorcycle show, car show, and entertainment.

There will be alcohol served at the event with Chamber of Commerce insurance and liquor license.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has supported this event in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, the fee may cause a hardship for the sponsor of the event.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Flyer
2. Encroachment Permit Application 2024
3. Letter to BoS
4. CHP letter
5. Assemblage Permit
6. Insurance - Chamber
7. Coyote Fest ABC app 2024
8. Map1
9. Road Closure - Coyote Fest
10. Additional ins-Liquor

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District III Supervisor Danette Toso
SECONDER: District IV Supervisor Wayne Forsythe
AYES: District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe
EXCUSED: District V Supervisor Miles Menetrey

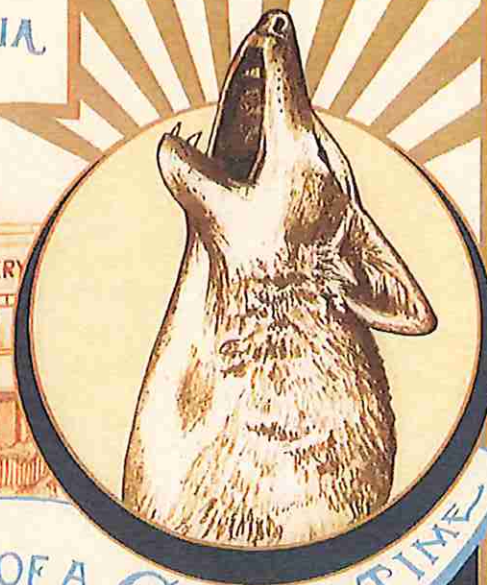
WOLF HOWL AND DANCE DOTS
MUSIC AND DANCE DOTS

ANNUAL COYOTE FEST COULTERVILLE CALIFORNIA

BENEFITING THE NORTHERN
MARIPOSA COUNTY HISTORY CENTER

COYOTEFEST.ORG

HOWL OF A GOOD TIME
4TH WEEKEND
OF SEPTEMBER



PARADE
THE
SUDS
CUTS
STROKES
HOWL
CORNER
BOOK OLD



COUNTY OF MARIPOSA APPLICATION FOR ENCROACHMENT PERMIT

TO: PUBLIC WORKS DEPARTMENT
4639 BEN HUR ROAD
MARIPOSA, CA 95338

DATE: _____ Building Permit #: _____

APPLICANT: _____

THE UNDERSIGNED HEREBY APPLIES FOR PERMISSION TO EXCAVATE, CONSTRUCT AND/OR OTHERWISE ENCROACH ON A COUNTY RIGHT-OF-WAY ON (ADDRESS) _____ AND AGREES TO DO THE WORK IN ACCORDANCE WITH COUNTY RULES AND REGULATIONS AND SUBJECT TO COUNTY INSPECTION AND APPROVAL, BY PERFORMING THE FOLLOWING WORK (PLEASE COMPLETE ALL THAT APPLY):

1. ☐ DRIVEWAY ☐ SPECIAL EVENT (EXPLAIN BELOW)
☐ ROAD CROSSING DATE OF EVENT _____
(WATER PIPE, CULVERT, ETC. EXPLAIN BELOW) ☐ OTHER (EXPLAIN BELOW)

2. DRIVING INSTRUCTIONS FROM A KNOWN LANDMARK TO LOCATION OF ENCROACHMENT, I.E., INTERSECTION OF COUNTY ROADS, STATE HIGHWAYS OR TOWN, ETC.

3. ATTACH MAP SHOWING LOCATION AND SKETCHES SHOWING WHAT IS TO BE DONE. SHOW LOCATION OF THE STAKE MARKING PROPOSED ENCROACHMENT OR WORK TO BE DONE.
4. ASSESSOR'S PARCEL NUMBER: _____
5. ADDRESS OF PARCEL: _____

APPLICANT IS REQUESTED TO STAKE THE ENCROACHMENT LOCATION WITH THE **PINK CARD** PROVIDED.
NO PERMIT WILL BE ISSUED UNTIL POSTING HAS BEEN COMPLETED AND APPROPRIATE FEES HAVE BEEN COLLECTED.
WORK WILL NOT BE STARTED UNTIL AN ENCROACHMENT PERMIT HAS BEEN ISSUED BY THE DEPARTMENT OF PUBLIC WORKS.

PERMIT NO.: _____

OWNERS NAME: _____

DATE ISSUED: _____

PRINTED NAME OF APPLICANT: _____

PHONE NUMBER: _____

SIGNATURE OF APPLICANT: _____

MAILING ADDRESS: _____



5158 Hwy 140 | P.O. Box 425 Mariposa, CA 95338 | 209.966.2456 | www.mariposachamber.org

August 1, 2024

Mariposa Board of Supervisors
PO Box 784
Mariposa, Ca 95338

Re: Annual Coyote Fest Parade

Dear Board of Supervisors,

This year the annual Coyote Fest parade is on September 28, 2024. The Coyote Festival and Mariposa Chamber of Commerce asks the Board of Supervisors to waive the encroachment fees for this event.

The Mariposa Chamber of Commerce is sponsoring this event and providing the insurance.

If you have any questions or comments, please, contact:

Kari Kisela at kari@mariposachamber.org (209) 347-2877

Jacob Hawley at jacob@mariposachamber.org (209) 552-9124

Darla McAlister coyotefest.vendors@gmail.com

Thank you,
Kari Kisela
Mariposa County Chamber of Commerce

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

California Highway patrol
Sonora Area
18437 Fifth Avenue
Jamestown, CA 95327
(209)984-3944
(800) 735-2929 (TT/TDD)
(800) 735-2922 (Voice)



July 30, 2024

File No.: 425.17687.15735

Eddie Scherf
Mariposa County
Department of Public Works – Engineering
4639 Ben Hur Road
Mariposa, CA 95338

Dear Mr. Scherf,

This letter serves to confirm the Sonora Area has been advised of the Coulterville Coyote Fest Parade, taking place on Saturday, September 28, 2024. The Sonora Area will make every effort to provide an officer to assist with the parade. Due to staffing, we are unable to guarantee an officer will be available to assist, however we will make every effort to provide one. If an officer is available, the officer will be there to assist with traffic control unless a higher priority emergency call arises which would require a response.

Should you have any questions or require any additional information, please contact Sergeant Randy Matyshock at (209) 984-3944.

Sincerely,

A handwritten signature in blue ink, appearing to read "D. Tafoya".

D. TAFOYA, Lieutenant
Commander
Sonora Area



Coyote Fest

Application for Public Assemblage Permit

Pursuant to Mariposa County

Code Chapter 8.28

To: Mariposa County Sheriff's Department

Application Date: July 19, 2024

Scheduled Date of Event: September 28&29 2024 Time: Sept 28 9AM-5PM Sept 29 9AM-2PM

Exact Location of Each Activity: Main Street, Park Street, Coulterville Park

Number Of People Attending, (Reasonable Estimate): 9/28/24 900 9/29/24 500

Brief Description of Planned Activity: (Include Number and Type of Performance, Events, Names of well-known performers or public figures which would affect crowd size.)

9/28/24 Parade on Main St and Hwy/49 Car show on Main St, DJ, howl contest, artisans and food vendors in Coulterville Park and Park St, Kids play area in tennis/basketball courts in Coulterville Park
9/29/24 Motorcycle show on Main St, Chili Cookoff Contest, DJ, artisans, food vendors, kids play Coulterville Park and Park Rd

Will Food, Beverages, Or Alcoholic Beverages be sold, Provided or Consumed? Yes

If Yes, Please Give Details. Food and drink vendors in Coulterville and Park Rd.

Please List Mode, Extent, And Nature of Advertising: Social Media FB/Instagram, Local newspapers, flyers, bulletin boards

Please list Names, Addresses, and Phone Numbers for all people responsible or in charge of the activity, specifying person to be contacted for the purpose of the application:

1. NMCHC 10301 Hwy 49 Coulterville 209-878-3015 - Responsible Party
2. Dawn Huston Coulterville 209-878-0123 Organizer Advertising
3. MaryAnn Huff Coulterville 209-617-2396 Organizer Parade, Sponsorships, Permits
4. Darla McAllister Coulterville 661-714-7713 Organizer Vendors, Permits
5. Michelle Shaw LaGrange 510-507-2303 Organizer Car Show
6. Judy Hein Coulterville 209-985-6727 Organizer Motorcycle Show
Leslie Farrow LaGrange 209-852-2481 Organizer Chili Cookoff

If more space is needed, please attach on a separate page.

Please list all Arrangements made to provide the public health, safety and welfare requirements as required under Mariposa County Code 8.28.034

Fire Safety: CAL FIRE Mariposa, Coulterville & Mariposa County

Sanitation Facilities: Coulterville Park Public Restrooms, Portable toilets and wash stands

Police Protection: Mariposa County Sheriff, Jamestown CHP

Zoning & Land Use: Mariposa County Public Works

Parking & Traffic Control: SCOPE

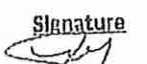
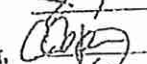
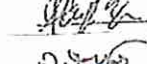
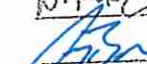
Emergency Medical Services: Mercy Ambulance

Insurance/Bond: Mariposa Chamber of Commerce

ABC License number (If applicable): _____

Copies to be sent or taken to the following agencies for signatures and approval or disapproval:

(Must be returned to Sheriff's Office within 10 days)

Agency	Signature	Approval	Conditions	Disapproval	Date Signed
County Fire		✓	ATTACHED		7-24-24
Health Dept.		✓	attached		7/22/24
Hospital		✓			7/24/24
Planning		✓	NONE		7/24/24
CHP		✓			7/24/24
Sheriff		✓			8.1.24
Other:					

Any Agency listing disapproval, please cite reasons for disapproval: _____

Any agency listing conditions, please attach conditions for approval to this application.

Submit to Sheriff's Office for Final Approval.

Application: Northern Mariposa County Histor Center

Address: 10301 HWY 49 Coulterville CA 95311

Phone Number: 209-878-3015 or 209-617-2398 or 861-714-7713

Mariposa County
Health & Human Services Agency
Healthy. Safe. Thriving.

Health Department Conditions for Assemblage Permits

- 1) Applicant shall submit a plan to the Health Officer for providing First Aid and Emergency Medical Services at least 30 days prior to the event if applicant plans to provide these.
- 2) Any and all food must be provided by an approved/permitted vendor. Have all food vendors obtain a permit from the Health Department at least 10 days prior to the event.
- 3) If there are no permanent restroom facilities within 200 feet of the food vendors there must be at least 2 portable toilets equipped with hand washing stations located within 200 feet of all food vendors.
- 4) There must be adequate toilet facilities for all participants and visitors. 1 toilet per 50 people minimum. This may require the use of portable toilets.
- 5) The applicant shall provide an adequate number of solid waste and recycling bins so as to prevent littering. Solid waste and recycling bins shall be placed throughout the property including the parking areas. All solid waste shall be removed from the site within 1 week and properly disposed of at the county landfill.
- 6) All potable water shall be from a Health Department approved source. This may require the use of bottled water or source testing.



MIKE VAN LOBEN SELS
Fire Chief
(209) 966-3622

MARIPOSA COUNTY
FIRE DEPARTMENT
P.O. Box 162
Mariposa, CA 95338
Telephone: 209-966-4330 Fax: 209-966-0252

STEVE WARD
Division Chief
(209) 966-4330

Neighbors Helping Neighbors

In cooperation with **CAL FIRE**

FIRE CODE REQUIREMENTS FOR SPECIAL EVENTS AND PUBLIC ASSEMBLIES:

Name of event and calendar date	Indoor or Outdoor	Assembly type
Number of expected attendants for event	Number of expected guests per day or session	How many days is the event

The 2022 CFC (Section 105) requires a permit for the use of all Group A occupancies-places of assembly. As defined by the California Building Code (CBC), Chapter 3: Group A Occupancies include the use of a building or structure, or a portion thereof, for the gathering together of 50 or more persons (10 or more when a tent, awning or other fabric enclosure is used) for purposes such as civic, social, or religious functions, recreation, education or instruction, food or drink consumption, or awaiting transportation (Indoor special event permits are only required when it a change of use from the normal occupancy use). Requirements: Special Events and Public Assemblies shall comply with California Fire Code Chapters 10 (Places of Assembly) and Chapter 31 (Membrane Structures, Tents, and Canopies) - ON-SITE FESTIVAL PERSONNEL NEED TO MANAGE PEDESTRIAN TRAFFIC FLOW AND VENDOR SETUP POINTS TO PROVIDE ADEQUATE ACCESS FOR EMERGENCY VEHICLES.

1. Site is subject to field inspection and approval prior to the event.
2. The applicant or on-site coordinator is responsible for notifying all food vendors and vendors participating in the event of all the requirements prior to the event.
3. Occupancy requirements must be managed at the site.
4. Aisles must be established before the event and maintained throughout the event. Aisles shall be maintained at a minimum of 60 inches and if seating is used, there shall be no more than 13 seats in a contiguous row. The aisles shall be managed and maintained in a clear fashion.
5. Open flame or other devices emitting flame, fire, or heat or any flammable or combustible liquids, gas, charcoal, or other cooking device or any other unapproved devices shall not be permitted inside or located within 20 feet of the tent while in open to the public unless approved by the fire department. Any cooking appliance shall be on the outer edge of the tent preferably on the sides or rear of the tent and away from the general public. When possible have cooking equipment away from the tent.
6. Fire Extinguishers:
 - a. One portable fire extinguisher with a minimum of 2A:10BC rating is required.
 - b. When cooking with grease or oil a Class K rated fire extinguisher is required.
 - c. All fire extinguishers shall be clear of obstructions and accessible for use.
 - d. All fire extinguishers shall be charged, have current inspection tag or sales receipt if new, out of the original box, free of defects and damages.
 - e. The venue shall clearly identify fire extinguisher locations throughout the venue site.
7. All compressed gas cylinders shall be secured to prevent from falling or being knocked over, this includes the empty LP gas cylinders.
8. The fire lane and fire access road shall be always maintained such that a fire engine or ambulance can navigate the event area.
9. Parking for the event must be managed such that all vehicles are parked off the pavement on all roads used to access the venues. No parking is authorized that blocks access of any emergency services vehicle.
10. No exposed wiring is authorized on the ground in public walkways, unless taped and secured.

"Putting our communities first, understanding they deserve nothing less!"



MIKE VAN LOBEN SELS
Fire Chief
(209) 966-3622

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P.O. Box 162
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Neighbors Helping Neighbors

In cooperation with **CAL FIRE**

Tents and tent structures:

- 1) Regardless of tent size, heating of tents and tent structures shall be prohibited unless written permission is obtained by the fire department.
- 2) Tents and membrane structures having an area more than 400 square feet shall not be erected, operated or maintained for any purpose without first obtaining a permit from the fire department.
- 3) Gasoline, natural gas, charcoal, propane, or other cooking devices or any unapproved open flames shall not be permitted inside of the tent or within 20 feet of a tent being used for the public. A separate tent or canopy over the cooking area is only acceptable with the prior approval of the fire department.
- 4) Tents shall have a label from the SFM and certified as flame resistant.
- 5) Tents shall not be located within 20 feet of lot lines, buildings, other tents, parked vehicles, or internal combustion engines without prior approval by the fire department.
- 6) All tents shall be anchored to withstand the elements of weather and prevent against collapsing.
- 7) Combustible materials such as hay, straw, and shavings shall not be in any tent and combustible trash removed daily.
- 8) Combustible waste (trash): The floor surface inside the tent and grounds outside within 30-foot perimeter shall be kept free of combustible waste and other combustibles that could create a fire hazard. Such waste shall be stored in approved containers. These containers shall be removed from the premises at least daily or as needed.
- 9) No smoking allowed in tents.
- 10) Smoking shall be permitted only in designated areas. Other areas shall have approved "No Smoking" signs conspicuously posted and maintained.
- 11) Generators:
 - a) A min. 2A:10BC fire extinguisher and all exhaust of the generator shall be a minimum of 10' away from any openings, enclosed structure, and any combustible materials.
 - b) The generator shall be isolated from the public.

****ALL ACTS AND SHOWS WITH FIRE OR PYROTECHNICS NEED TO BE APPROVED BY A SEPARATE PERMIT ISSUED BY THE FIRE DEPARTMENT**

"Putting our communities first, understanding they deserve nothing less!"



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/13/2024

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

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

PRODUCER Jeff Shaw Farmers Insurance PO Box 1903 Mariposa CA 95338		CONTACT NAME: Jeff Shaw PHONE (A/C, No, Ext): 209-742-6660 E-MAIL ADDRESS: jshaw@farmersagent.com FAX (A/C, No): 209-966-4940	
INSURED Mariposa County Chamber of Commerce PO Box 425 Mariposa CA 95338		INSURER(S) AFFORDING COVERAGE INSURER A: United States Liability Insurance Company INSURER B: Mid-Century Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR	☒	☐	NBP1559291D	12/21/2023	12/21/2024	EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS	☐	☐				COMBINED SINGLE LIMIT (Ea accident) \$
			BODILY INJURY (Per person) \$				
			BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
							\$
A	☒ UMBRELLA LIAB EXCESS LIAB	☐	☒	CUP1562413D	12/10/2023	12/10/2024	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE		AGGREGATE \$ 1,000,000				
	DED ☒ RETENTION \$ 0		\$				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☒ N	☐ N/A	A09599247	05/01/2024	05/01/2025	WC STATU-TORY LIMITS ☐ OTH-ER ☐
			E.L. EACH ACCIDENT \$ 1,000,000				
			E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
			E.L. DISEASE - POLICY LIMIT \$ 1,000,000				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The County of Mariposa, its officials, employees & volunteers are included as Additional Insureds with respect to General and Auto Liability. Insurance is Primary and Noncontributory, and Waiver of Subrogation applies, when required in written contract per policy provisions, conditions, and exclusions. Waiver of provisions, conditions, and exclusions.

CERTIFICATE HOLDER**CANCELLATION**

County of Mariposa 5100 Bullion St Mariposa CA 95338	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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DAILY LICENSE APPLICATION

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

ABC USE ONLY		
License #	Receipt #	Fee \$
Conditions Requested ☐ Yes ☐ No		Diagram Requested ☐ Yes ☐ No
License Type ☐ B & W ☐ General ☐ Special		

SECTION 1. ORGANIZATION AND LICENSE TYPE INFORMATION

Organization Name Mariposa Chamber of Commerce	Tax ID 94-2577055
Organization Mailing Address PO Box 425, Mariposa Ca 95338	

LICENSE TYPE

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

Event Dates 9/28/24 to 9/29/24	Total # of Days 2	Hours of Alcoholic Beverage Sales, Service and/or Consumption Sat 9am-8pm To Sun 9am-8pm	Virtual Event ☐ Yes ☒ No Mark Yes, if the event is 100% virtual
Event Address (Street #, Name, and City) 10313 Park Ln. Coulterville		Event Location Description (Jones Park, Pavilion A, etc.) Coulterville Park	Location Within the City Limit ☒ Yes ☐ No
Event Type ☐ Barbeque ☐ Dinner ☐ Sporting Event ☐ Birthday ☒ Festival ☐ Social Gathering ☐ Concert ☐ Lunch ☐ Wedding ☐ Carnival ☐ Mixer ☐ Other: ☐ Dance ☐ Picnic		Type of Entertainment Parade & Festival	Event Open to Public ☒ Yes ☐ No
		Estimated Attendance 300	Security Guard If Yes, How Many ☒ Yes ☐ No Scale
			Outdoor Event ☒ Yes* If Yes, a diagram of the event area is required ☐ No

REQUIRED

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

SECTION 3. CONTACT INFORMATION

Contact Person Kari Kisela	Phone Number 209-347-2877	Email Address kari@mariposachamber.org
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SECTION 4. SIGNATURES AND APPROVALS

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

Organization's Authorized Representative Name Jacob Hawley	Phone Number 209-552-9124	Signature 	Date Signed 8/15/2024
Property Owner Approval By (Name) Required Joe Lynch	Phone Number 559 760 7696	Signature 	Date Signed 8/16/2024
Law Enforcement Approval By (Name), If applicable Scery Brice	Phone Number (209) 966-3615	Signature 	Date Signed 8.6.24
District Office Approval By (Name)	Phone Number	ABC Employee Signature	Issuance Date

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

Department of Alcoholic Beverage Control
SUPPLEMENTAL DIAGRAM

State of California
Gavin Newsom, Governor

Instructions to Applicant:

Draw a sketch of the area on which the licensed premises is or will be located. Show adjacent structures and nearest cross streets. *If this is an event for a daily license, catering authorization, event authorization or miscellaneous use, show the area where sales and consumption of alcoholic beverages will occur. Post a copy of this diagram with Daily License, Catering Authorization or Event Authorization where the event is held. Sales and consumption of alcoholic beverages must be confined to the area designated in the diagram and supervised to prevent violations of the Alcoholic Beverage Control Act.*

1. APPLICANT NAME (Last, first, middle) Hawley Jacob Michael	2. LICENSE TYPE Daily General
3. PREMISES ADDRESS (Street number and name, city, zip code) 10313 Park Lane, Coulterville Ca 95311	4. NEAREST CROSS STREET Broadway

DIAGRAM



I have read the above instructions and I declare under penalty of perjury that the above diagram is true and correct.

APPLICANT SIGNATURE 	DATE SIGNED 8/5/2024
FOR ABC USE ONLY	
CERTIFIED CORRECT (Signature)	PRINTED NAME
INSPECTION DATE	

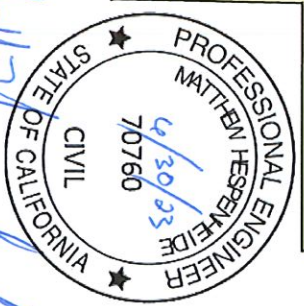
COULTERVILLE COYOTE FESTIVAL PARADE & DETOUR ROUTE

(SC5) SPECIAL
EVENT AHEAD
SIGNAGE

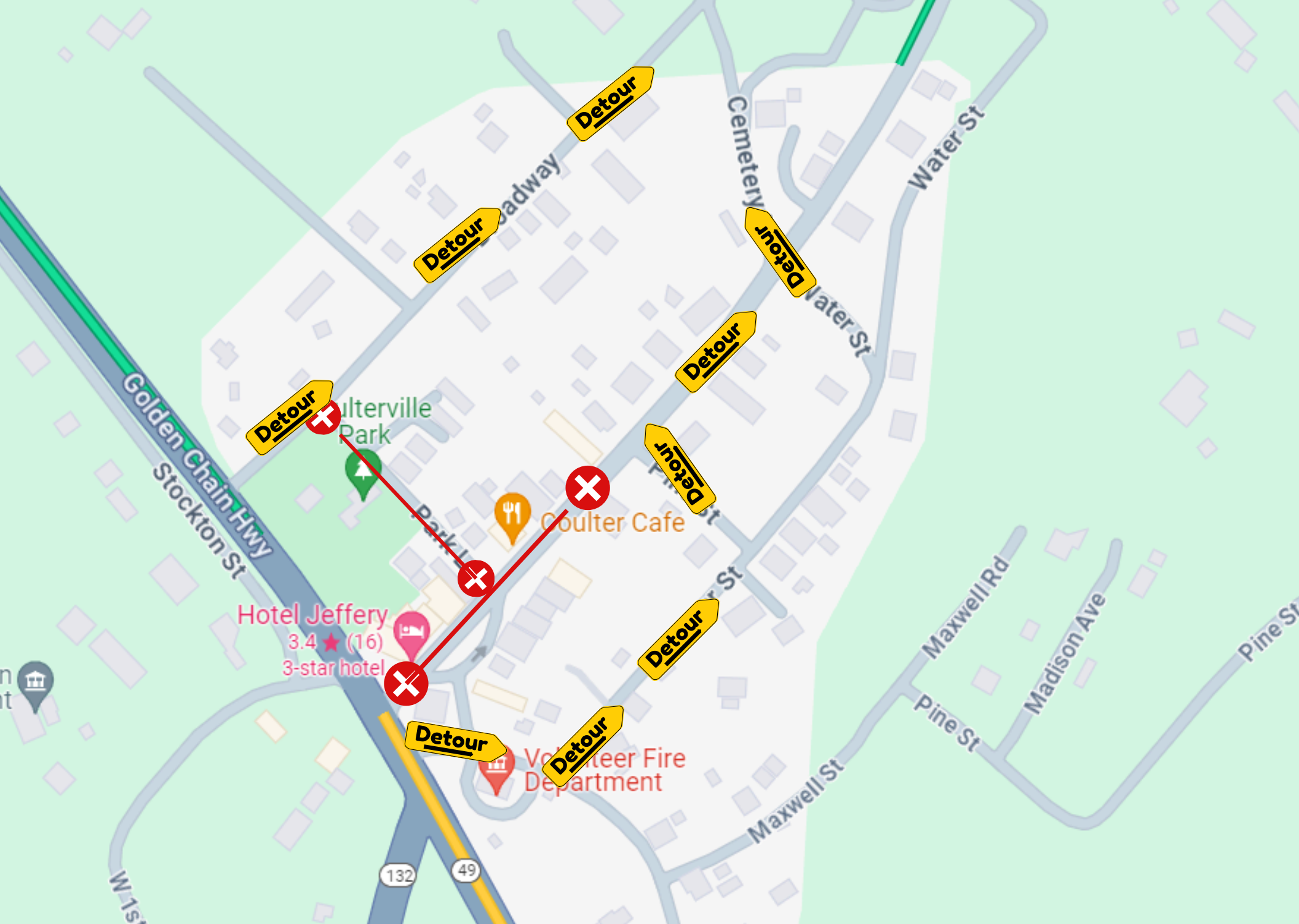
(SC5) SPECIAL
EVENT AHEAD
SIGNAGE

(SC5) SPECIAL
EVENT AHEAD
SIGNAGE

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, Esri China (Hong Kong), Esri (Thailand), MapmyIndia, ©
butors, and the GIS User Community



M. Hesse



Saturday sept 28 11am-5pm Sunday Sept 29, 2024- Main St closed from Hotel Jeffrey to Coulter Cafe 8am-2pm
Park St closed from 8am-3pm, Please notice detours for access

No. SE 1125414

NAMED INSURED AND ADDRESS:
MARIPOSA COUNTY CHAMBER OF COMMERCE
PO BOX 425
MARIPOSA, CA 95338

POLICY PERIOD: (MO. DAY YR.) From: 09/27/2024 To: 09/30/2024

12:01 A.M. STANDARD TIME AT YOUR
MAILING ADDRESS SHOWN ABOVE

FORM OF BUSINESS: Non-Profit Corporation

BUSINESS DESCRIPTION: Special Event

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE
WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED.
THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
Liquor Liability Coverage Part	\$525.00
Wholesaler Broker Fee	\$75.00
TOTAL:	\$600.00

Coverage Form(s) and Endorsement(s) made a part of this policy at time of issue
See Endorsement EOD (1/95)

Agent: TAPCO- KL (5576) (5576)
PO Box 286
Burlington, NC 27216

Issued: 08/16/2024 1:00 PM

Broker: Jeffrey Shaw Insurance Agency

By: 
Authorized Representative

EXTENSION OF DECLARATIONS

Policy No. SE 1125414

Effective Date: 09/27/2024

12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS

FORMS AND ENDORSEMENTS

The following forms apply to the Liquor Liability coverage part

<i>Endt#</i>	<i>Revised</i>	<i>Description of Endorsements</i>
CG0033	12/07	Liquor Liability Coverage Form
CG2406	04/13	Liquor Liability - Bring Your Own Alcohol Establishments
IL0017	11/98	Common Policy Conditions
IL0021	09/08	Nuclear Energy Liability Exclusion Endorsement
IL0270	07/20	California Changes - Cancellation and Nonrenewal
Jacket	07/19	Policy Jacket
L-206	02/11	Fully Earned Premium Endorsement
L-224	10/10	Punitive Or Exemplary Damages Exclusion
L-559	11/10	Additional Insured - Manager Or Lessors Of Premises
L-610	11/04	Expanded Definition Of Bodily Injury
L-656	02/06	Extension Of Coverage - Committee Members
L-657	01/11	Absolute Pollution Exclusion - Liability
L-816	11/18	Amendments of Conditions - Limits of Insurance Under Multiple Coverage Parts
L-820	12/18	Special Events Blanket Additional Insured Endorsement
LLQ 102	02/15	Event Vendor, Exhibitor And Contractor Exclusion
LLQ101	08/06	Expanded Definition Of Employee
LLQ368	08/10	Separation Of Insureds Clarification Endorsement
LQ-202	12/11	Assault Or Battery Exclusion
LQ-352	09/08	Event Vendor - Other Insurance
LQ-354	10/09	Limitation Of Coverage To Insured Premises
LQ-428	10/16	Absolute Firearms Exclusion
SPE 312	03/15	Who Is An Insured

LIQUOR LIABILITY COVERAGE PART DECLARATIONS

Policy No. SE 1125414

Effective Date: 09/27/2024
12:01 STANDARD TIME

LIMITS OF INSURANCE

Liquor Each Common Cause Limit	\$1,000,000
Liquor Aggregate Limit	\$2,000,000

LIABILITY DEDUCTIBLE \$0

LOCATIONS OF ALL PREMISES YOU OWN, RENT OR OCCUPY

Location	Address	Territory
1	10313 Park Ln, Coulterville, CA 95311	012

PREMIUM COMPUTATION

Evt #	Classification	Code No.	Premium Basis	Pr/Co	All Other	Advance Premium	
						Pr/Co	All Other
1	Fundraisers - Bake / Cook-Off (applicant is the vendor of the event)	00421	500 Consumers	N/A	525.000	N/A	\$525
1	Additional Insured - Blanket - Special Events	49950	1 Per Additional Insured	N/A	0.000	N/A	\$0
1	Additional Insured - Managers of Premises	49950	1 Per Additional Insured	N/A	0.000	N/A	\$0
MINIMUM PREMIUM FOR LIQUOR LIABILITY COVERAGE PART:							\$220
TOTAL PREMIUM FOR LIQUOR LIABILITY COVERAGE PART:							\$525
(This Premium may be subject to adjustment.) MP - minimum premium							

Coverage Form(s)/Part(s) and Endorsement(s) made a part of this policy at time of issue:
See Form EOD (01/95) and Form SOE (03/10)

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

EXTENSION OF DECLARATIONS

Regardless of the dates shown on the Declarations, this insurance applies only for the location(s), event(s) and date(s) specified in this Extension of Declarations.

Policy No. SE 1125414

SCHEDULE OF EVENTS

<i>Event</i>	<i>Start Date</i>	<i>End Date</i>
Fundraisers - Bake / Cook-Off (applicant is the vendor of the event)	09/27/2024	09/28/2024

Location(s):

10313 Park Ln, Coulterville, CA 95311

Subject to the terms and conditions of this policy, coverage is provided for a maximum of twenty-four (24) hours after the scheduled end date of an event shown above.

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-396

MEETING: September 10, 2024

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve Fifth Amendment with Jacobs Engineering Group, Inc., Extending the Term of the Agreement to June 30, 2025, for Engineering Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

RECOMMENDATION AND JUSTIFICATION

Approve Fifth Amendment with Jacobs Engineering Group, Inc., Extending the Term of the Agreement to June 30, 2025, for Engineering Services; and Authorize the Board of Supervisors Chair to Sign the Amendment.

The Public Works Department contracted with Jacobs Engineering to provide construction support engineering services for the Darrah Road Bridge replacement project. We are currently in the process of finalizing survey services to complete the project.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On April 20, 2021, Resolution 2021-218, the Board authorized a Fourth Amendment to extend the term of the Agreement and increase the compensation.

On March 17, 2020, Resolution 2020-133, the Board authorized a Third Amendment to the change the name of the company from CH2MHILL to Jacobs Engineering, extend the term of the Agreement, and increase compensation.

On October 8, 2019, Resolution 2019-590, the Board authorized a Second Amendment to extend the term of the Agreement.

On February 21, 2017, Resolution 201-80, the Board authorized a First Amendment to increase the compensation and extend the term of the Agreement.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If not approved, we will not have a record of survey for the Darrah Road Bridge Project.

FINANCIAL IMPACT

Funds are available in 5512 to complete the project.

ATTACHMENTS

1. Jacobs_Fifth Amendment
2. Resolution 2021-218
3. Resolution_2020-133
4. Resolution_2019-590
5. Resolution_2017-080
6. CH2M_Jaocbs_Agreement

VOTE RESULT

RESULT: Adopted (UNANIMOUS)

MOVER: District III Supervisor Danette Toso

SECONDER: District IV Supervisor Wayne Forsythe

AYES: District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

EXCUSED: District V Supervisor Miles Menetrey

FIFTH AMENDMENT TO AGREEMENT FOR ENGINEERING SERVICES

THIS FIFTH AMENDMENT TO AGREEMENT FOR ENGINEERING SERVICES, is made and entered into this ____ day of _____ 2024, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and Jacobs Engineering Group, Inc., hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated September 9, 2014, wherein Contractor agreed to provide engineering services; and

WHEREAS, County and Contractor desire to amend said Agreement to extend the term of the Agreement;

NOW THEREFORE, the parties hereto in consideration of the mutual covenants herein recited, hereby agree as follows:

1. Paragraph 1, "TERM," is hereby amended to extend the term of the Agreement to June 30, 2025.

The Agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants, conditions and promises contained in the Agreement not amended herein shall remain in full force and effect. This Amendment is effective retroactive to December 31, 2023. The parties shall treat the Agreement as if it had been in full force and effect continuously since December 31, 2023, without there having been any interruption of the Agreement whatsoever.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the date first above written.

COUNTY OF MARIPOSA

CONTRACTOR

Miles Menetrey, Chair
Board of Supervisors

Jacobs Engineering Group Inc.

COUNTERSIGNED:
(Government Code §25103)

APPROVED AS TO FORM:

Danielle Bondshu
Clerk of the Board

Steven W. Dahlem
County Counsel



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/03/2024

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

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

PRODUCER LIC #0437153 Marsh Risk & Insurance Services CIRTS_Support@jacobs.com 633 W. Fifth Street Los Angeles, CA 90071 USA	1-212-948-1306	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: ACE AMER INS CO INSURER B: INDEMNITY INS CO OF NORTH AMER INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C, No): 1-212-948-1306 NAIC # 22667 43575
INSURED CH2M Hill, Inc. C/O Global Risk Management 555 South Flower Street, Suite 3200 Los Angeles, CA 90071 USA			

COVERAGES

CERTIFICATE NUMBER: 750905156

REVISION NUMBER:

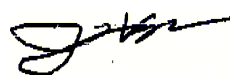
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ CONTRACTUAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		HDO G4892007A	07/01/24	07/01/25	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		ISA H10739585	07/01/24	07/01/25	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WLR C5072041A (AOS) WCU C57256564 (OH)* SCF C57256710 (WI) WLR C57256667 (AZ)	07/01/24 07/01/24 07/01/24 07/01/24	07/01/25 07/01/25 07/01/25 07/01/25	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	PROFESSIONAL LIABILITY		EON G21655065 015	07/01/24	07/01/25	PER CLAIM/PER AGG 1,000,000

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

RE: Preliminary Design Services For Darrah Road Bridge Replacement Alternative. CONTRACT NUMBER: 13-027. CONTRACT END DATE: 9/27/2021. SECTOR: Public. Mariposa County Department of Public Works, its officers, employees, volunteers and agents are added as an additional insured for general liability & auto liability as respects the negligence of the insured in the performance of insured's services to cert holder under contract for captioned work. Coverage is primary and certificate holder's insurance is excess and non-contributory. *THE TERMS, CONDITIONS, AND LIMITS PROVIDED UNDER THIS CERTIFICATE OF INSURANCE WILL NOT EXCEED OR BROADEN IN ANY WAY THE TERMS, CONDITIONS, AND LIMITS AGREED TO UNDER THE APPLICABLE CONTRACT.*

CERTIFICATE HOLDER**CANCELLATION**

Mariposa County Department of Public Works 4639 Ben Hur Road Mariposa, CA 95833 USA	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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MARIPOSA COUNTY

Public Works • 209 966 5356



RESOLUTION - ACTION REQUESTED 2021-218

MEETING: April 20, 2021

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Approve a Fourth Amendment with Jacobs for the Darrah Rd Bridge

RECOMMENDATION AND JUSTIFICATION:

Approve a Fourth Amendment to Professional Services Agreement with Jacobs Engineering Group, Inc. to Extend the Term of the Agreement to December 31, 2023; Increase Compensation by \$126,624 for a New Amount Not to Exceed \$637,671.36; Change the Scope of Work for Construction Support Services for the Darrah Road Bridge Replacement Project; and Authorize the Board of Supervisors Chair to Sign the Amendment.

This project is funded and administered by the Federal Highway Administration (FHWA) as part of the Federal Highway Bridge Program, Federal Transportation Bill, MAP-21. This Project has a 11.8% Local Share component which will be funded as an approved SB1 Project.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On March 17, 2020 Resolution 2020-133 the Board authorized a Third Amendment to change the name of the company from CH2@MHILL, extend the term of the Agreement and increase compensation.

On October 8, 20019 Resolution 2019-590 the Board authorized a Second Amendment to extend the term of the Agreement.

On February 21, 2017 Resolution 2017-80 the Board authorized a First Amendment to increase the compensation and extend the term of the Agreement.

On September 9, 2014 the Board of Supervisors approved Resolution 2014-467 which was the basis for the original contract between the County and CH2M to provide professional Engineering Services for this Project.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve, the construction will not be completed and the overall project will be in jeopardy.

FINANCIAL IMPACT:

Resolution - Action Requested 2021-218

This project is funded largely through Federal Funds and has minimal impact to appropriated Engineering Funds.

ATTACHMENTS:

Jacobs 4th amd Darrah Rd Bridge (PDF)
Jacobs (CH2M) 3rd amd Darrah Bridge (PDF)
Jacobs (CH2MHILL) 2nd amd Darrah Bridge (PDF)
CH2MHILL 1st amd Darrah Rd Bridge (PDF)
CH2MHILL 14-045 #33 (PDF)

RESULT: ADOPTED [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Miles Menetrey, District V Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

FOURTH AMENDMENT TO AGREEMENT FOR ENGINEERING SERVICES

THIS FOURTH AMENDMENT TO AGREEMENT FOR ENGINEERING SERVICES, is made and entered into this 20th day of April 2021, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "**County**," and Jacobs Engineering Group, Inc. (Formally CH2MHill, Inc.), hereinafter referred to as "**Contractor**."

WHEREAS, **County** and **Contractor** have heretofore entered into an Agreement dated September 9, 2014, wherein **Contractor** agreed to provide engineering services; and

WHEREAS, **County** and **Contractor** desire to amend said Agreement to extend the term of the Agreement;

WHEREAS, **County** and **Contractor** desire to amend said Agreement to change the compensation to be provided to **Contractor**;

WHEREAS, **County** and **Contractor** desire to amend said Agreement to change the scope of work to be provided by **Contractor**;

NOW THEREFORE, the parties hereto in consideration of the mutual covenants herein recited, hereby agree as follows:

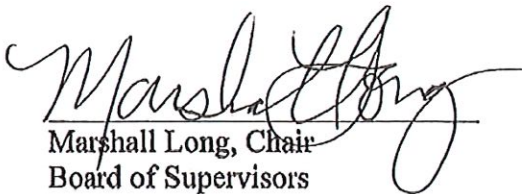
1. Paragraph 1.01, "TERM," is hereby amended to extend the term of the Agreement to December 31, 2023.
2. Paragraph 3.01, "SCOPE OF SERVICES" is hereby amended to provide that **Contractor** agrees to provide the following additional services: The new scope of services includes Construction Support including survey staking, site visits, submittal review, assistance with change orders, and creation of as-built plans per attached Exhibit "A".
3. Paragraph 4.01, "COMPENSATION," is hereby amended to provide that an additional One Hundred Twenty Six Thousand Six Hundred Twenty Four Dollars (\$126,624) will be added to the original amount of Five Hundred Eleven Thousand Forty Seven Dollars 36/100 (\$511,047.36), making the total compensation paid to **Contractor** not to exceed amount of Six Hundred Thirty Seven Thousand Six Hundred Seventy One Dollars 36/100 (\$637,671.36).

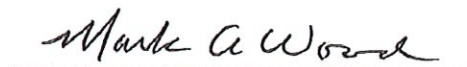
4. Paragraph 4: Except as herein amended, the Agreement dated September 9, 2014 together with the First Amendment dated February 21, 2017, the Second Amendment dated October 8, 2019 and the Third Amendment dated March 17, 2020 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the date first above written.

COUNTY OF MARIPOSA

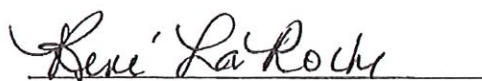
CONTRACTOR

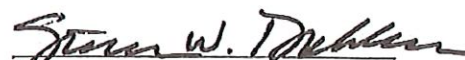

Marshall Long, Chair
Board of Supervisors


Jacobs Engineering Group, Inc.
(Formally CH2M)

COUNTERSIGNED: *Attest*
(Government Code §25103)

APPROVED AS TO FORM:


Rene LaRoche
Clerk of the Board


Steven W. Dahlem
County Counsel

MARIPOSA COUNTY
DEPARTMENT OF PUBLIC WORKS

DARRAH ROAD BRIDGE OVER WEST FORK CHOWCHILLA RIVER
REPLACEMENT PROJECT

PROFESSIONAL SERVICES AGREEMENT # 14-045
PROPOSED AMENDMENT NO. 4

SCOPE OF SERVICES

PREPARED FOR: Matt Hespenheide/Mariposa County
Gary Brown/Mariposa County
COPY TO: File
PREPARED BY: Jeff Thomure/CH2M HILL Inc. (a subsidiary of Jacobs Engineering Group Inc.)
DATE: March 17, 2021

The purpose of these engineering consultant services is to provide Project Management and Construction Support Services for the replacement of the Darrah Road Bridge over West Fork Chowchilla River Replacement Project. The proposed scope and cost estimate for the engineering related construction support services are listed below.

Task 5 - Construction Support Services

Task 5.1 Project Management

The CONSULTANT will manage project tasks including work needed to:

- Lead, direct and monitor the project team
- Monitor a QA/QC Plan
- Prepare monthly progress reports
- Prepare monthly invoices

Monthly Progress Reports: As part of general project management responsibilities, the CONSULTANT will prepare status reports addressing the progress of the project and a list of work that has been accomplished in the previous month and forecasted for the upcoming month.

Assumptions:

- Approximate 18-month construction duration, construction completed in 2024

Deliverables:

- Monthly progress reports and invoices

Task 5.2 Construction Support Engineering Services

The CONSULTANT will be involved during construction of the project to provide the services described below:

- Attend preconstruction meeting
- Preparation of construction staking notes
- Periodically visit the site to observe the construction and verify general compliance with the intent of the contract documents.
- Review and response to contractor requests for information and submittals related to design
- Review and comment on contract change orders
- Falsework check per Caltrans standard approach
- Preparation of as-built record drawings based on COUNTY provided plan mark-ups

The COUNTY will provide:

- Construction Staking (except as provided by CONSULTANT in Survey Services)
- Construction Inspection
- Construction Management (Resident Engineer)
- As-built plan mark-ups at completion of construction for as-built drawing preparation

Assumptions:

This task is an on-call task and services are limited to the budgets contained in the cost proposal, which is based on the following:

- Seven (7) Civil/structural site visits, two (2) persons per visit for three (3) site visits, others one-person, including attending preconstruction meeting
- Two (2) site visits by the Geotechnical Engineer to inspection in-situ subgrade material for bridge foundation acceptance
- Approximately ten (10) RFI reviews and responses
- Alternative In-Line Terminal Systems submittal review and response
- Bridge Removal Plan submittal review and response
- Stream Diversion Plan submittal review and response
- Roadway Closure Plan submittal review and response
- Falsework Shop Drawing submittal review and response
- Portable Temporary Signal System submittal review and response
- Five (5) Concrete Mix Design submittals review and response
- Four (4) Other submittals required by Standard Specifications

- Two (2) CCO review and comment
- 16 As-Built Plan Sheets (approximate 60 drafting hours assumed)
- Construction completed in 2024
- Expenses of \$1,500 are allotted for travel (mileage, meals, etc.)

Deliverables:

- Construction staking notes
- RFI responses
- Checked submittals and shop drawings
- Contract change order plans
- As-Built Record drawings

Task 5.3 Survey Services

The CONSULTANT will stake the environmentally sensitive area shown on the project plans, set two (2) control points, and prepare a Record of Survey that accurately locates the three adjacent properties and the easements acquired by the COUNTY for the project. Documents of record will be used in the preparation of the survey.

The CONSULTANT will provide the survey services described below:

- Stake existing environmentally sensitive area adjacent to the bridge project area
- Coordinate with the County Surveyor's Office to obtain their records and boundary resolution for upon which the recently-prepared easement legal descriptions were based
- Perform research of the Mariposa County public records database for current deeds, parcel maps, tract maps, and records of survey impacting the project area
- Prepare a preliminary boundary map of the project area using the public record documents, and generate search coordinates for boundary monuments and other boundary evidence
- In the field, tie to control that was set by the Mariposa County Surveyor's Office; extend that control where necessary
- Search for field boundary monuments and other evidence in the field
- Resolve preliminary boundary map with the found evidence and prepare a final boundary map with survey-accurate property and right of way locations
- New boundary monuments that are missing within the project area will be set
- A Record of Survey will be filed with the Mariposa County Surveyor's Office; the time to address up to two (2) sets of comments from the surveyor's office is included

Assumptions:

- Documents of record will be provided by the County of Mariposa
- Right of entry will be provided to all areas and arranged by the client when necessary
- The acquisition and analysis of title commitments is not included

- Topographic survey is not included
- Subsurface utility locating is not included
- Engineered traffic control is not included
- Right of entry coordination is not included
- Permits are not included
- Equipment charges dedicated for survey recovery account of \$2,400 is allotted
- Expenses of \$5,050 are allotted for travel and per diem costs (2 staff for 10 days on-site each, two field trips total)

Deliverables:

- Field staking of the environmentally-sensitive area and setting two (2) to four (4) control points, as necessary
- Signed, sealed, and deposited Record of Survey showing the bridge project area boundaries and the new easements
- New monuments in the field at the boundaries of the new easements
- A survey-accurate Civil3D 2018 CAD base map showing property lines and right of way lines within the project area

Consultant Staffing

The CONSULTANT is proposing to use Jeff Thomure, P.E. as the project manager for this PSA. In the event there is a need to substitute key personnel by the CONSULTANT for project management or primary design engineering responsibility, the CONSULTANT shall only substitute personnel after submitting resumes and obtaining specific written approval by the Director of Public Works for the replacement staff in these two key positions.

General Assumptions

The presence or duties of CONSULTANT's personnel at a construction site, whether as onsite representatives or otherwise, do not make CONSULTANT or CONSULTANT's personnel in any way responsible for those duties that belong to County and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work.

CONSULTANT and CONSULTANT's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except CONSULTANT's own personnel.

The presence of CONSULTANT's personnel at a construction site is for the purpose of providing to the County a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s). CONSULTANT neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

DARRAH ROAD BRIDGE REPLACEMENT PROJECT - CONSTRUCTION SUPPORT SERVICES

Hours Per Person													
Task	Hours	Price	Jeff Thomure	Carla Aguilar	Sebastian Varela	Patrick Walker	Laura Reinking	Lilly Nowakha	Aaron Willie	Gregg Parker	George Tye	Shelly Stone	Roland Brooks
Task 5.1 PM	60 Hrs	\$ 10,782	60	47									
Task 5.2 Field	118 Hrs	\$ 17,659	59	22	34		12						
Task 5.2 Submittal	104 Hrs	\$ 14,538	36	14	13		12						
Task 5.2 RFI	40 Hrs	\$ 5,733	13										
Task 5.2 CCO	16 Hrs	\$ 2,875	16										
Task 5.2 As Built	64 Hrs	\$ 7,993			56	8							
Task 5.2 Staking Notes	48 Hrs	\$ 6,537		40			8						
Task 5.3 Field Survey & Support	138 Hrs	\$ 16,682							10		26	14	44
Task 5.3 Record of Survey	113 Hrs	\$ 14,104							10	4	12	12	36
Expenses		\$ 8,950											
Subs		\$ 11,081											
Fixed Fee		\$ 9,690											
Total Fee	701 Hrs	\$ 126,624											

*See 10 H2 for rates, assumed 50% labor in 2023 and 50% in 2024



MARIPOSA COUNTY

Public Works • 209 966 5356



RESOLUTION - ACTION REQUESTED 2020-133

MEETING: March 17, 2020

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Approve a Third Amendment with Jacobs for the Darrah Rd Bridge

RECOMMENDATION AND JUSTIFICATION:

Approve a Third Amendment to Professional Services Agreement to Change the Name of the Company from CH2M to Jacobs, Extend the Term of the Agreement to June 30, 2021, and Increase Compensation by \$132,349 for a Total Not to Exceed Amount of \$511,047.36 for Professional Engineering Design Services, Right-Of-Way Acquisition and Environmental Engineering for the Darrah Road Bridge Replacement Project; and Authorize the Board of Supervisors Chair to Sign the Amendment.

Recognize This Name Change in Order to Correctly Process and Pay for the Contracted Services

This project is funded and administered by the Federal Highway Administration (FHWA) as part of the Federal Highway Bridge Program, Federal Transportation Bill, MAP-21.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On October 8, 20019 Resolution 2019-590 the Board authorized the Second Amendment to extend the term of the Agreement to December 31, 2020.

On February 21, 2017 Resolution 2017-80 the Board authorized a First Amendment to increase the compensation and extend the term of the Agreement.

On September 9, 2014 the Board of Supervisors approved Resolution 2014-467 which was the basis for the original contract between the County and CH2M to provide professional Engineering Services for this Project.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve, the design work will not be completed and the overall project will be in jeopardy.

FINANCIAL IMPACT:

This project is funded largely through Federal Funds and has minimal impact to appropriated Engineering Funds.

Resolution - Action Requested 2020-133

ATTACHMENTS:

Jacobs (CH2M) 3rd amd Darrah Bridge (PDF)

Jacobs (CH2MHILL) 2nd amd Darrah Bridge (PDF)

CH2MHILL 1st amd Darrah Rd Bridge (PDF)

CH2MHILL 14-045 #33 (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Merlin Jones, District II Supervisor

SECONDER: Rosemarie Smallcombe, District I Supervisor

AYES: Smallcombe, Jones, Long, Cann, Menetrey

**THIRD AMENDMENT TO AGREEMENT FOR ENGINEERING DESIGN SERVICES
FOR THE DARRAH ROAD BRIDGE REPLACEMENT PROJECT**

THIS SECOND AMENDMENT TO AGREEMENT FOR ENGINEERING DESIGN SERVICES FOR THE DARRAH ROAD BRIDGE REPLACEMENT PROJECT is made and entered into this 12th day of March 2020, by and between the County of Mariposa, a political subdivision of the State of California hereinafter referred to as "**County**," and Jacobs (formerly CH2M HILL Inc.), hereinafter referred to as "**Contractor**."

WHEREAS, **County** and **Contractor** have heretofore entered into an Agreement dated September 9, 2014, wherein **Contractor** agreed to provide engineering services; and

WHEREAS, **County** and **Contractor** entered into a First Amendment dated February 21, 2017; and

WHEREAS, **County** and **Contractor** entered into a Second Amendment dated October 8, 2019; and

WHEREAS, **County** and **Contractor** desire to amend said Agreement to extend the term of the Agreement to June 30, 2021 and increase compensation.

NOW THEREFORE, the parties hereto in consideration of the mutual covenants herein recited, hereby agree as follows:

1. Paragraph 2.01, "CONTRACTOR" is hereby amended to reference a name change to Jacobs.
2. Paragraph 1.01, "TERM", is hereby amended to extend the term of the Agreement to June 30, 2021
3. Paragraph 4.01, "COMPENSATION" is hereby amended to increase compensation by One Hundred Thirty Two Thousand Two Hundred Forty Nine Dollars (\$132,249) for a total not to exceed amount of Five Hundred Eleven Thousand Forty Seven Dollars 36/100 (\$511,047.36).
4. Except as herein amended, the Agreement dated September 9, 2014 together with the First Amendment dated February 21, 2017 and the Second Amendment dated October 8, 2019 shall remain in full force and effect.

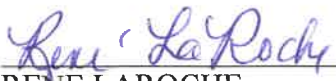
IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the date first above written.

COUNTY OF MARIPOSA:



Kevin Cann, Chairman
Mariposa County Board of Supervisors

ATTEST:



RENE LAROCHE
Clerk of the Board

CONTRACTOR:

 March 10, 2020

Lisa Alliger, Designated Project Executive
Jacobs (formerly CH2M HILL Inc.)

APPROVED AS TO FORM:



STEVEN W. DAHLEM
County Counsel

Mariposa County
Department of Public Works

Darrah Road Bridge over West Fork Chowchilla River
Replacement Project

Professional Services Agreement # 14-045

Proposed Amendment No. 3

PREPARED FOR: Gary Brown/Mariposa County
PREPARED BY: Jeff Thomure and Chris Serroels/CH2M
DATE: January 17, 2020

The purpose of this letter is to summarize changes to the scope and performance period for the Darrah Road Bridge Replacement Project that resulted in additional effort and time to successfully carry the project forward. The proposed cost estimate for this additional work is provided herein. The additional efforts were realized as the project evolved and were largely not originally included or anticipated in the professional services agreement. All other aspects of the original scope remain unchanged.

Changes Impacting Scope for Task 06

The additional work associated with proposed Amendment No. 3 resulted from a combination of a reduction in the original cost proposal and increased professional services efforts. The additional efforts include further project management activities, increased coordination with the County, additional unexpected design effort and revisions, additional efforts associated with procuring the environmental permits and preparing an Environmental Commitments Record, and increased right-of-way effort. The increased level of effort for each of these items is described below in further detail.

Additional Project Management and Administration

Additional effort was required to manage the project over a longer duration than anticipated. The agreement for services was executed September 15, 2014 to revalidate the environmental approval, complete the final design, and acquire the necessary right-of-way and was scheduled to be completed by September 2017. Project management and administrative activities have continued past the original planned completion as right-of-way tasks extend to current day. These include monitoring project progress and schedule, reviewing project budgets, supervising project staff and subconsultants, and project invoicing.

Additional Coordination and Collaboration with County

Additional effort was required to continue close technical coordination and collaboration with the County over the increased project duration. Project technical coordination activities included meetings at the County office, numerous coordination meetings on the phone to quickly resolve unexpected project challenges, and other collaborative efforts necessary to complete the project design. For

example, right-of-way acquisition delays caused by probate of the Pearson property have led to additional coordination assistance with the County; this work entailed preparing alternate alignment concepts and coordinating with the County to potentially implement Resolution of Necessity to advance the project and obtain a third time extension from the FHWA.

Reconcile Cost Proposal Reduction

The originally planned CH2M level of effort and associated cost proposal was reduced for Task 06 by approximately \$22,500 at the County's request to keep the project cost for the Preliminary Engineering Phase within the HBP programmed budget. CH2M accommodated this request to expedite moving forward with the project based on indication by the County that should actual level of effort require the additional \$22,500 that it would be accommodated in a future budget adjustment. During performance of the scope of work, the cost associated with this reduction was realized as anticipated, and CH2M would like the opportunity to recapture this cost with the County's assistance. For reference documentation, please see emails from Gary Taylor and Mohamed Cader sent to Chris Serroels on August 20th and 21st, 2014.

Additional Design and Detailing Effort

Additional effort, above the originally planned level of effort (before the \$22,500 reduction), was required to perform the design of the bridge, prepare the independent check, generate the details and drawings, and prepare the Special Provisions. The unanticipated increased effort was primarily caused by the additional complexity of the structure and foundation from what had been identified in prior studies (Bridge Advance Planning Study). Features that involved additional unexpected effort and complexity include, but are not limited to, mitigating prestressing forces in the unexpectedly tall abutments to reduce substructure size and cost, designing taller abutments and larger foundations to accommodate hydraulic requirements (e.g. thick rock slope protection layer), and drawing and detailing more extensive and taller retaining wall systems and foundations with lean concrete subgrade.

Unanticipated Revisions to 95% PS&E

Additional effort, above the originally planned level of effort (before the \$22,500 reduction), was required to revise the 95% PS&E documents and incorporate unanticipated changes to the plans necessary to accommodate property owner preferences for expediting the right-of-way process. Changes to the plans involved updating drainage features, revising finish grade contours, and increasing tree preservation details. In addition, collaborative efforts with the County involved multiple line work reconciliation efforts in CAD to integrate changes initiated by the County to mitigate right-of-way concerns. These changes and collaborative efforts lead to plan revisions that cascaded through the drawings and resulted in updating a variety of plan details, including indirectly related plan details and typical sections. The Special Provisions and estimate were also updated as needed to match the revisions, including incorporating tree preservation requirements and additional bid items. These changes also lead to multiple revisions of the right-of-way exhibits needed to facilitate the right-of-way acquisition efforts.

Additional Effort to Procure Environmental Permits

Additional field effort and reporting was required to supplement and revise previous efforts on preparation of the Wetland Delineation Report (WDR) for USACE permitting. The revised Natural Environment Study (NES) prepared in 2015 relied largely on Wetland Delineation efforts completed in 2007, and CH2M site reconnaissance efforts in 2015. Long-term drought conditions in California and corresponding decreases in scouring surface flows in the West Fork Chowchilla River from 2012-2017 resulted in substantial changes in project site vegetative composition (currently a willow thicket). Previous work from 2007 and supplemental work completed in association with the revised NES were therefore not representative of site conditions in 2017, and additional unexpected effort was therefore



necessary. The WDR prepared by CH2M in 2017 was therefore revised using 2017 site conditions. The revised WDR has been approved by the USACE, and has supported USACE issuance of a conditional 404 permit. In addition, further effort has also been required in responding to requests for information from the California Department of Fish and Wildlife (CDFW). CDFW 1600 (Lake and Streambed Alteration Notification) permitting has become more intensive over the last several years in response to public interest and engagement in the CEQA process. In addition, due to schedule delays caused by right-of-way issues, it is anticipated that time extensions will be required for the 1600 permit and perhaps the 404 permit; 40 hours have been allotted to prepare the paperwork for these permit extensions.

Preparation of an Environmental Commitments Record (ECR) has not yet been completed. It was not included in the original scope and is included in this amendment proposal. The ECR will be in spreadsheet format and will summarize important permit requirements and actions to facilitate monitoring compliance with the environmental permits during construction. Preparation of the ECR is anticipated to be a 60 hour effort.

Increased Right-of-Way Effort

Additional effort has been required to complete the right-of-way acquisition task. The project has been delayed due to one of the impacted properties requiring a prolonged probate period that has yet to be resolved. Recently, funding requirements have necessitated the immediate acceleration of the project schedule. These circumstances have resulted in additional right-of-way acquisition efforts by BRI, required additional coordination with the County, required revised appraisals and right-of-way exhibits to facilitate acquisition, and potentially use of Resolution of Necessity to acquire the necessary property.

Summary of Changes to Task 06

The cost to accommodate the original scope and additional efforts described above in Task 06 is \$132,249.00, which includes \$12,227.61 for the right-of-way subconsultant. Note a 6-D/6-B Cost Change Request for the PE, right-of-way, and Construction phases will be submitted to Caltrans District 10 Local Assistance to account for the increase in estimated design, right-of-way, and construction costs. Please approve the additional efforts and corresponding costs necessary to complete the 100% PS&E and right-of-way and move into the construction phase.

We appreciate your willingness, flexibility, and understanding regarding this matter. If you have any questions, please contact Chris Serroels at (916) 286-0349 or Jeff Thomure at (916) 286-0325.

Sincerely,

Jeff Thomure, P.E.
Project Manager

Lisa Alliger, P.E.
Designated Project Executive

**Professional Services Agreement # 14-045 - Amendment No. 3
Durrah Road Bridge Replacement Project**

[illegible]

NOTES

- [illegible]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/27/2019

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

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

PRODUCER LIC #0437153 1-212-948-1306

Marsh Risk & Insurance Services

CIRTS_Support@jacobs.com

633 W. Fifth Street

Los Angeles, CA 90071

INSURED

CH2M Hill, Inc.

9191 South Jamaica Street

Englewood, CO 80112-5946

CONTACT

NAME

PHONE

(A/C No. Ext.)

E-MAIL

ADDRESS

FAX

(A/C No.)

1-212-948-1306

INSURER(S) AFFORDING COVERAGE

NAIC#

INSURER A: ACE AMER INS CO

22667

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: 57420085

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 SUBR INSD WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ CONTRACTUAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		EDO G71565129	07/01/19	07/01/20	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		ISA H25295511	07/01/19	07/01/20	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAE ☐ OCCUR ☐ EXCESS LIAE ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	SCP C65892327 (WI) WCUC65892285 (AK, LA, OH, TX) WLR C65892248 (AOS)	07/01/19 07/01/19 07/01/19	07/01/20 07/01/20 07/01/20	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	PROFESSIONAL LIABILITY "CLAIMS MADE"		BON G21655065 010	07/01/19	07/01/20	PER CLAIM/PER AGG 1,000,000 AGGREGATE DEFENSE INCLUDED

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

RE: Preliminary Design Services For Darrah Road Bridge Replacement Alternative. CONTRACT NUMBER: 13-027. CONTRACT END DATE: 9/27/2021. SECTOR: Public. *\$2,250,000 SIR for states of: AK, LA, OH, TX. Mariposa County Department of Public Works, its officers, employees, volunteers and agents are added as an additional insured for general liability & auto liability as respects the negligence of the insured in the performance of insured's services to cert holder under contract for captioned work. Coverage is primary and certificate holder's insurance is excess and non-contributory. *THE TERMS, CONDITIONS, AND LIMITS PROVIDED UNDER THIS CERTIFICATE OF INSURANCE WILL NOT EXCEED OR BROADEN IN ANY WAY THE TERMS, CONDITIONS, AND LIMITS AGREED TO UNDER THE APPLICABLE CONTRACT.*

CERTIFICATE HOLDER**CANCELLATION**

Mariposa County Department of Public Works

4639 Ben Hur Road

Mariposa, CA 95833

USA

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

ADDITIONAL INSURED - AUTOMATIC STATUS

Named Insured: Jacobs Engineering Group Inc.			Endorsement Number 262
Policy Symbol HDO	Policy Number G71585129	Policy Period 07/01/2019 TO 07/01/2020	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Person or Organization: Any person or organization for whom any Named Insured is required by written contract or agreement to provide insurance, entered into prior to the loss, where such written contract or agreement does not expressly identify a particular Insurance Service Organization Form to be applied to their additional insured status.

Who Is An Insured (Section II) includes as an additional insured the person or organization shown in the Schedule, but the insurance shall not exceed the scope of coverage and/or limits of this policy. Notwithstanding the foregoing sentence, in no event shall the insurance provided such additional insured exceed the scope of the coverage and/or limits required by said contract or agreement; and, if such additional insured's scope of coverage is not expressly stated in such contract or agreement, then such coverage is limited to the additional insured's vicarious liability to the extent directly caused by the Named Insured's negligence during the Named Insured's ongoing operations. This insurance shall be primary insurance to the extent required by said contract or agreement, and any other insurance or self-insurance maintained by such person or organization shall be noncontributory with the insurance provided hereunder to the extent specified in said contract agreement.

Where the contract or agreement provides that the additional insured's scope of coverage is for the Named Insured's indemnity obligations under such contract or agreement, then such coverage shall be limited to the extent such indemnity obligations are enforceable under applicable law.

Notwithstanding the foregoing sentence, in no event shall the insurance provided such additional insured exceed the scope of coverage required by said contract or agreement.

Notwithstanding anything to the contrary, the coverage provided an additional insured under this endorsement shall be limited to the minimum coverage limits required to be provided by the Named Insured under the written contract or agreement.

NOTICE TO OTHERS ENDORSEMENT - SCHEDULE - EMAIL ONLY

Named Insured Jacobs Engineering Group Inc.			Endorsement Number 13
Policy Symbol HDO	Policy Number G71566129	Policy Period 07/01/2019 to 07/01/2020	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy exhibit. The remainder of the information to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- A. If we cancel the Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on each Schedule.
- B. The Schedule must be initially provided to us within 15 days after:
 - I. The beginning of the Policy period, if this endorsement is effective as of such date; or
 - II. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.
- C. The Schedule must be in an electronic format that is acceptable to us, and must be accurate.
- D. Our delivery of the notification as described in Paragraph A. of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.
- E. We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.
- F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.
- H. We may arrange with your representative to send such notice in the event of any such cancellation.
- I. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- J. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of the Policy remain unchanged.

Che

Authorized Representative

NOTICE TO OTHERS ENDORSEMENT - SCHEDULE - EMAIL ONLY

Named Insured Jacobs Engineering Group Inc.			Endorsement Number 3
Policy Symbol ISA	Policy Number H25265511	Policy Period 07/01/2019 TO 07/01/2020	Effective Date of Endorsement
Issued By: (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the expiration of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- A. If we cancel the Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premiums, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.
- B. The Schedule must be initially provided to us within 15 days after:
 - i. The beginning of the Policy period, if this endorsement is effective as of such date; or
 - ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.
- C. The Schedule must be in an electronic format that is acceptable to us; and must be accurate.
- D. Our delivery of the notification as described in Paragraph A. of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.
- E. We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.
- F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.
- H. We may arrange with your representative to send such notice in the event of any such cancellation.
- I. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- J. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of the Policy remain unchanged.

CYR

Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured JACOBS ENGINEERING GROUP INC. 1000 WILSHIRE BOULEVARD SUITE 1000 LOS ANGELES CA 90017		Endorsement Number
Policy Period 07-01-2019 TO 07-01-2020		Policy Number
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY		Synbol: WLR Number: C65892245
		Effective Date of Endorsement 07-01-2019

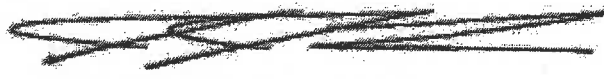
Insert the policy number. The remainder of this information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

NOTICE TO OTHERS ENDORSEMENT - SCHEDULE - EMAIL ONLY

- A. If we cancel this Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.
- B. The Schedule must be initially provided to us within 15 days after:
 - I. The beginning of the Policy period, if this endorsement is effective as of such date; or
 - II. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.
- C. The Schedule must be in an electronic format that is acceptable to us; and must be accurate.
- D. Our delivery of the notification as described in Paragraph A. of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.
- E. We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.
- F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.
- H. We may arrange with your representative to send such notice in the event of any such cancellation.
- I. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- J. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.

This Endorsement is not applicable in the states of AZ, FL, ID, ME, NC, NJ, NM, TX and WI.



 Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured Jacobs Engineering Group Inc.			Endorsement Number 7
Policy Symbol EON	Policy Number G21655065 010	Policy Period 07/01/2019 to 07/01/2020	Effective Date of Endorsement 07/01/2019
Issued By (Name of Insurance Company) ACE American Insurance Company			

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE

- F. If **We** cancel or non-renew the **Policy** prior to its expiration date by notice to **You** for any reason other than nonpayment of premium, **We** will endeavor, as set out below, to send written notice of cancellation or non-renewal via such electronic or other form of notification as **We** determine, to the persons or organizations listed in the schedule that **You** or **Your** representative provide or have provided to **Us** (the **Schedule**). **You** or **Your** representative must provide **Us** with both the physical and e-mail address of such persons or organizations, and **We** will utilize such e-mail address and/or physical address that **You** or **Your** representative provided to **Us** on such **Schedule**.
- G. The **Schedule** must be initially provided to **Us** within 30 days after:
 - i. The beginning of the **Policy Period**, if this endorsement is effective as of such date; or
 - ii. This endorsement has been added to the **Policy**, if this endorsement is effective after the **Policy Period** commences.
- H. The **Schedule** must be in a format that is acceptable to **Us** and must be accurate.
- I. Our delivery of the notification as described in Paragraph A of this endorsement will be based on the most recent **Schedule** in Our records as of the date the notice of cancellation or non-renewal is mailed or delivered to **You**.
- J. **We** will endeavor to send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the **Schedule** at least 30 days prior to the cancellation or non-renewal date applicable to the **Policy**.
- K. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the **Schedule** in the event of a pending cancellation or non-renewal of coverage. **We** have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation or non-renewal to the person(s) or organization(s) shown in the **Schedule** shall impose no obligation or liability of any kind upon **Us**. Our agents or representatives, will not extend any **Policy** cancellation or non-renewal date and will not negate any cancellation or non-renewal of the **Policy**.
- L. **We** are not responsible for verifying any information provided to **Us** in any **Schedule**, nor are **We** responsible for any incorrect information that **You** or **Your** representative provide to **Us**. If **You** or **Your** representative does not provide **Us** with a **Schedule**, **We** have no responsibility for taking any action under this endorsement. In addition, if neither **You** nor **Your** representative provides **Us** with e-mail address and/or physical address information with respect to a particular person or organization, then **We** shall have no responsibility for taking action with regard to such person or entity under this endorsement.
- M. With respect to this endorsement **Our**, **Us** or **We** means the stock insurance company listed in the Declarations, and **You** or **Your** means the insured person or entity listed in Item 1 of the Declarations page.

All other terms and conditions of this **Policy** remain unchanged.

MS-36362 (04/19)

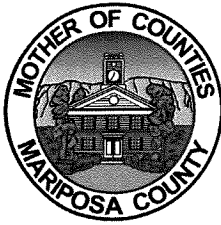

JOHN J. LUPICA, President
 Authorized Representative

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE

09/27/2019

NAME OF INSURED: CH2M Hill, Inc.



MARIPOSA COUNTY

Public Works • 209 966 5356



RESOLUTION - ACTION REQUESTED 2019-590

MEETING: October 8, 2019

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: 2Nd Amendment to Professional Services Agreement CH2MHILL - Darrah Bridge

RECOMMENDATION AND JUSTIFICATION:

Approve a Second Amendment to Professional Services Agreement with Jacobs (formerly CH2MHILL) to extend the term of the Agreement to December 31, 2020, for Professional Engineering Design Services, Right-Of-Way Acquisition and Environmental Engineering for the Darrah Road Bridge Replacement Project; and Authorize the Board of Supervisors Chair to Sign the Amendment.

This project is funded and administered by the Federal Highway Administration (FHWA) as part of the Federal Highway Bridge Program, Federal Transportation Bill, MAP-21. Caltrans manages this program within the State of California.

This Amendment extends time only with no additional costs.

On February 21, 2017 Resolution 2017-80 the Board authorized a First Amendment to increase the compensation and extend the term of the Agreement. On September 9, 2014 the Board of Supervisors approved Resolution 2014-467 which was the basis for the original contract between the County and CH2MHILL to provide professional Engineering Services for this Project.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve, the Design Services will not be completed.

FINANCIAL IMPACT:

None, this is a time extension only amendment.

ATTACHMENTS:

Jacobs (CH2MHILL) 2nd amd Darrah Bridge (DOCX)

CH2MHILL 1st amendment (PDF)

CH2MHILL 14-045 #33 (PDF)

Resolution - Action Requested 2019-590

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**

MOVER: Marshall Long, District III Supervisor

SECONDER: Kevin Cann, District IV Supervisor

AYES: Smallcombe, Jones, Long, Cann, Menetrey

**SECOND AMENDMENT TO AGREEMENT FOR ENGINEERING DESIGN SERVICES
FOR THE DARRAH ROAD BRIDGE REPLACEMENT PROJECT**

THIS SECOND AMENDMENT TO AGREEMENT FOR ENGINEERING DESIGN SERVICES FOR THE DARRAH ROAD BRIDGE REPLACEMENT PROJECT is made and entered into this 8th day of October 2019, by and between the County of Mariposa, a political subdivision of the State of California hereinafter referred to as "**County**," and Jacobs (formerly CH2MHILL), hereinafter referred to as "**Contractor**."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated September 9, 2014, wherein **Contractor** agreed to provide engineering services; and

WHEREAS, County and Contractor have heretofore entered into a First Amendment dated February 21, 2017; and

WHEREAS, County and Contractor desire to amend said Agreement extend the term of the Agreement to December 31, 2020.

NOW THEREFORE, the parties hereto in consideration of the mutual covenants herein recited, hereby agree as follows:

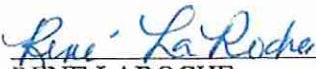
1. 1.01 Paragraph 1, "TERM", is hereby amended to extend the term of the Agreement to December 31, 2020.
2. Except as herein amended, the Agreement dated September 9, 2014 together with the First Amendment dated February 21, 2017 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the date first above written.

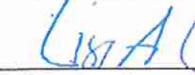
COUNTY OF MARIPOSA:


Miles Menetrey, Chairman
Mariposa County Board of Supervisors

ATTEST:

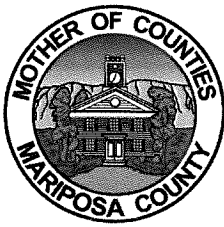

RENE LAROCHE
Clerk of the Board

CONTRACTOR:


(Signature)

APPROVED AS TO FORM:


STEVEN W. DAHLEM
County Counsel



MARIPOSA COUNTY

Public Works • (209) 966-5356



RESOLUTION - ACTION REQUESTED 2017-80

MEETING: February 21, 2017

TO: The Board of Supervisors

FROM: Tony Stobbe, Public Works Director

RE: 1st Amendment to Professional Services Agreement CH2MHILL - Darrah Bridge

RECOMMENDATION AND JUSTIFICATION:

Approve First Amendment to Professional Services Agreement with CH2MHILL to Provide for Additional Compensation in the Amount of \$77,000.00 for Professional Engineering Design Services, Right-Of-Way Acquisition and Environmental Engineering for the Darrah Road Bridge Replacement Project, Authorize a Contract Extension Until December 31, 2017, and incorporate Fiscal and Federal Provisions Required for Federal Aid Projects; and Authorize the Board of Supervisors Chair to Sign the Amendment.

This Amendment is necessary in order to incorporate newly required Federal Project Contracting Documents and to increase the scope and compensation by \$87,500 to include funding for Right-of-Way acquisition services, additional Environmental and Design services and provide for an extension of time until December 31, 2017 which will allow sufficient time to fully construct and manage project close out activities. Approval of this Amendment will bring the total contract cost to \$378,798.36.

This project is funded and administered by the Federal Highway Administration (FHWA) as part of the Federal Highway Bridge Program, Federal Transportation Bill, MAP-21. Caltrans manages this program within the State of California.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On September 9, 2014 the Board of Supervisors approved Resolution 2014-467 which was the basis for the original contract between the County and CH2MHILL to provide professional Engineering Services for this Project.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Design, Right-of-Way acquisition and Environmental Engineering services cannot be completed without this Amendment and progress on the project would stop.

ATTACHMENTS:

CH2MHILL 1st amendment (PDF)

CH2MHILL 14-045 #33 (PDF)

CAO RECOMMENDATION

Requested Action Recommended


Dallin Kimble, Interim CAO 2/2/2017

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Kevin Cann, District IV Supervisor

SECONDER: Rosemarie Smallcombe, District I Supervisor

AYES: Menetrey, Smallcombe, Jones, Long, Cann

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT is made and entered into this 7th day of February 2017, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "**County**" and CH2MHILL, INC. hereinafter referred to as "**Contractor**".

WHEREAS, the **County** and **Contractor** have heretofore entered into a Professional Services Agreement dated September 9, 2014, wherein Consultant agreed to provide Engineering Consulting Services for the replacement/rehabilitation of Darrah Road Bridge Project (40C0033); and

WHEREAS, **County** and **Contractor** desire to amend said Professional Services Agreement to extend the term of the agreement to December 31, 2017; and

WHEREAS, **County** and **Contractor** desire to amend said Agreement by increasing compensation in the amount of Eighty Seven Thousand Five Hundred Dollars (\$87,500.), for a total compensation of Three Hundred Seventy Eight Thousand Seven Hundred Ninety Eight and 36/100 Dollars (\$378,798.36); and

WHEREAS, **County** and **Contractor** desire to amend said Agreement to incorporate the mandatory Fiscal and Federal provisions required for Federal-aid projects.

NOW THEREFORE, the parties hereto in consideration of the mutual covenants herein recited, hereby agree as follows:

1. Paragraph 1.01 "Agreement Term" is hereby amended to extend the term of Agreement to December 31, 2017.

2.. Paragraph 4.01 "Compensation" is hereby amended to increase compensation in the amount of Eighty Seven Thousand Five Hundred Dollars (\$87,500.) as summarized in Exhibit "B" attached hereto for a total compensation of Three Hundred Seventy Eight Thousand Seven Hundred Ninety Eight and 36/100 Dollars (\$378,798.36).

3. Paragraph 8.05, "Conformance to Applicable Law" is hereby amended to include the Addendum to Professional Services Agreement for Federally Funded Project attached hereto as Exhibit "C"

4. Except as herein amended, the Professional Services Agreement dated September 9, 2014, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the date first above written.

COUNTY OF MARIPOSA:
Board of Supervisors

CONTRACTOR:
CH2MHILL, INC.

Marshall Long 2/23/17
Marshall Long, Chair (date)

Resnick Bonneau 2/2/2017
(Signature) (date)

APPROVED AS TO FORM:

ATTEST:

Steven W. Dahlem 2-21-17
Steven W. Dahlem (date)
County Counsel

Rene LaRoche 12-23-2017
Rene LaRoche (date)
Clerk of the Board

EXHIBIT "B"

Darrah Road Bridge (40C-0033) Federal Project Number BRLO 5940(004) ROW Authorization Prior to NEPA Approval ... Cost Change Request (Additional)

Details of the additional PE and ROW funds requested in the LAPM Exhibit 6-D are as given below:

PE Phase

The additional amount required to capture the work \$ 46,000.00
associated with the upgrading of the Environmental
/ Preliminary Engineering Tasks (CH2M)

ROW Phase

The additional request is based on the following items:

- | | | | |
|--|---|---------------------|--------------------|
| 1. Cost of land (0.15 acre acquisition needed at \$20k/acre plus 1 TCE = \$5,000, increased to \$ 8,000 to be conservative). | - | \$ 8,000.00 | |
| 2. Cost estimate from Bender Rosenthal for ROW acquisition work <u>(CH2M)</u> | - | \$ 36,750.00 | \$ 36,750.00 |
| 3. <u>CH2M</u> cost to coordinate ROW acquisition | - | \$ 4,750.00 | \$ 4,750.00 |
| 4. County cost to administer ROW phase (this is an estimated amount , approx. 15% of the ROW budget). | - | \$ 6,500.00 | |
| 5. No utility cost assumed (for relocating the fiber optic line). | | | |
| | | <u>\$ 56,000.00</u> | |

ROW Funding Authorised: Prior = \$ 25,000
FFY 16/17 = \$ 31,000
\$ 56,000

Additional Compensation to CH2M = \$ 87,500.00
=====

2014/15-2019/20 Highway Bridge Program

This report includes projects that may be programmed under the Local Bridge lump sum grouping in the FSTIP. This list identifies projects that are in the Non-MPO regions of the State.

District: 10 County: Mariposa

Responsible Agency HBP-ID Project Description

Mariposa County

572

BRIDGE NO. 40C0033, DARRAH ROAD OVER WEST FK CHOWCHILLA RIVER, 0.7 MI N OF SR 49. Replace 2-lane bridge with a standard 2-lane bridge, Realign Approach Roadway.

Phase Summary:		Prior	14/15	15/16	16/17	17/18	18/19	19/20	Beyond	Total
PE	570,750				46,000					616,750
R/W	25,000				31,000					56,000
CON					2,100,000					2,100,000
Total	595,750				2,177,000					2,772,750
Fund Source Summary:		Prior	14/15	15/16	16/17	17/18	18/19	19/20	Beyond	Total
Fed \$	476,600				1,920,730					2,397,330
Local Match	119,150				256,270					375,420
LSSRP Bond										
Local AC										
Total	595,750				2,177,000					2,772,750
PE Summary:		Prior	14/15	15/16	16/17	17/18	18/19	19/20	Beyond	Total
Fed \$	456,600				36,800					493,400
Local Match	114,150				9,200					123,350
LSSRP Bond										
Local AC										
Total	570,750				46,000					616,750
R/W Summary:		Prior	14/15	15/16	16/17	17/18	18/19	19/20	Beyond	Total
Fed \$	20,000				24,800					44,800
Local Match	5,000				6,200					11,200
LSSRP Bond										
Local AC										
Total	25,000				31,000					56,000
CON Summary:		Prior	14/15	15/16	16/17	17/18	18/19	19/20	Beyond	Total
Fed \$					1,859,130					1,859,130
Local Match					240,870					240,870
LSSRP Bond										
Local AC										
Total					2,100,000					2,100,000

Project #:
5940,004

EXHIBIT "C"

MARIPOSA COUNTY
Addendum to Professional Services Agreement for
Federally Funded Projects (below \$1,000,000)

Consultant: CH2MHILL

Project: Darrah Rd. Bridge 40C0033

In addition to, and notwithstanding, the requirements set forth in the Professional Services Agreement, CONSULTANT agrees to the following:

1. CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to the COUNTY's operations, which are designated confidential by the COUNTY and made available to the CONSULTANT in order to carry out this agreement, shall be protected by the CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by the COUNTY relating to this agreement, shall not authorize the CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. The CONSULTANT shall not comment publicly to the press or any other media regarding this agreement or the COUNTY's actions on the same, except to the COUNTY's staff, CONSULTANT's own personnel involved in the performance of this agreement, at public hearings or in response to questions from a Legislative committee.
- D. The CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this agreement without prior review of the contents thereof by the COUNTY, and receipt of the COUNTY's written permission.
- E. Any subcontract entered into as a result of this agreement shall contain all of the provisions of this Article.

2. PERFORMANCE PERIOD

- A. This agreement shall go into effect contingent upon approval by the COUNTY, and the CONSULTANT shall commence work after notification to proceed by the COUNTY. The agreement shall end on December 31, 2017 unless extended by agreement amendment.
- B. The CONSULTANT is advised that any recommendation for agreement award is not binding on the COUNTY until the agreement is fully executed and approved by the COUNTY.

3. CONFLICT OF INTEREST

- A. The CONSULTANT shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this agreement, or any ensuing COUNTY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this agreement, or any ensuing COUNTY construction project, which will follow.
- B. The CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this agreement.
- C. Any subcontract in excess of \$25,000 entered into as a result of this agreement, shall contain all of the provisions of this Article.
- D. The CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with the CONSULTANT will bid on any construction agreement, or on any agreement to provide construction inspection for any construction project resulting from this agreement. An affiliated firm is one which is subject to the control of the same persons through joint-ownership, or otherwise.
- E. Except for sub-consultants whose services are limited to providing surveying or materials testing information, no sub-consultant who has provided design services in connection with this agreement shall be eligible to bid on any construction agreement, or on any agreement to provide construction inspection for any construction project resulting from this agreement.

4. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. The CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter I, Part 31.000 et seq., shall be used to determine the allowable cost of individual items.
- B. The CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to the COUNTY.
- D. All subcontracts in excess of \$25,000 shall contain the above provisions.

5. ALLOWABLE COSTS AND PAYMENTS

- A. The method of payment for the following items shall be at the rate specified for each item, as described in this Article. The specified rate shall include full compensation to CONSULTANT for the item as described, including but not limited to, any repairs, maintenance, or insurance, and no further compensation will be allowed therefore.
- B. The specified rate to be paid for vehicle expense for CONSULTANT's field personnel shall be as per the approved Cost Proposal.
- C. The method of payment for this agreement, except those items to be paid for on a specified rate basis, will be based on cost per unit of work. The COUNTY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment-rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead and other estimated costs set forth in the approved Cost Proposal, unless additional reimbursement is provided for, by agreement amendment. In no event will CONSULTANT be reimbursed for overhead costs at a rate that exceeds the COUNTY approved overhead rate set forth in the approved Cost Proposal. In the event the COUNTY determines that changed work from that specified in the approved Cost Proposal and agreement is required, the actual costs reimbursable by the COUNTY may be adjusted by agreement amendment to accommodate the changed work.
- D. All subcontracts in excess of \$25,000 shall contain the above provisions.
- E. Use attached LAPM Exhibit 10-H for Cost Proposal Format.

6. DEBARMENT AND SUSPENSION CERTIFICATION

- A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has complied with Title 49, Code of Federal Regulations, Part 29, Debarment and Suspension Certificate, which certifies that he/she/it or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the COUNTY.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

7. EQUIPMENT PURCHASE

- A. Prior authorization, in writing, by the COUNTY shall be required before the CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. The CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in the CONSULTANT'S Cost Proposal and exceeding \$5,000 prior authorization by the COUNTY three (3) competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this agreement is subject to the following: "The CONSULTANT shall maintain an inventory of all non-expendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the COUNTY shall receive a proper refund or credit at the conclusion of the agreement. If the agreement is terminated, the CONSULTANT may either keep the equipment and credit the COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale in accordance with established COUNTY procedures and credit the COUNTY in an amount equal to the sales price. If the CONSULTANT elects to keep the equipment, fair market value shall be determined at the CONSULTANT'S expense on the basis of a competent independent appraisal of such equipment.
Appraisals shall be obtained from an appraiser mutually agreeable to by the COUNTY and the CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the COUNTY.
- D. All subcontracts in excess \$25,000 shall contain the above provisions.

8. FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this agreement may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the agreement were executed after that determination was made.
- B. This agreement is valid and enforceable only if sufficient funds are made available to the COUNTY for the purpose of this agreement. In addition, this agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature or COUNTY governing board that may affect the provisions, terms, or funding of this agreement in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this agreement may be amended to reflect any reduction in funds.
- D. The COUNTY has the option to void this agreement under the 30-day cancellation clause, or by mutual agreement to amend this agreement to reflect any reduction of funds.

9. NON DISCRIMINATION

- A. During the performance of this agreement, the CONSULTANT, for itself, its assignees and successors in interest agrees as follows:
- B. Compliance with Regulations: The CONSULTANT shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.
- C. Nondiscrimination: The CONSULTANT, with regard to the work performed by it during this agreement shall not discriminate on the grounds of race, color or national origin, sex, age, and disability/handicap and low income in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, Section 21.5 of the Regulations, including employment practices when this agreement covers a program set forth in Appendix B of the Regulations.
- D. Solicitations for Sub-consultants, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by this agreement for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap and low income.
- E. Information and Reports: The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the COUNTY or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the consultant is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the COUNTY, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- F. Sanctions for Noncompliance: In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the COUNTY shall impose such sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - 1. Withholding of payments to the CONSULTANT under this agreement until the CONSULTANT complies, and/or
 - 2. Cancellation, termination or suspension of this agreement, in whole or in part.

G. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subcontract or procurement as the COUNTY or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the COUNTY to enter into such litigation to protect the interests of the COUNTY and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

10. INSPECTION OF WORK

The CONSULTANT and any sub-consultant shall permit the COUNTY, the state, and the FHWA if federal participating funds are used in this agreement to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

11. PROHIBITION OF EXPENDING LOCAL AGENCY, STATE OR FEDERAL FUNDS FOR LOBBYING

A. The CONSULTANT certifies to the best of his/her/its knowledge and belief that:

1. No state, federal or local agency appropriated funds have been paid, or will be paid, by-or-on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any federal agency; a member of Congress; an officer or employee of Congress, or an employee of a member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. The CONSULTANT also agrees by signing this document that he/she/it shall require that the language of this certification be included in all lower-tier subcontracts which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly

12. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

13. REIMBURSEMENT OF TRAVEL & SUBSISTENCE

COUNTY agrees to pay pre-approved travel and subsistence expenses per the COUNTY's Travel Policy.

14. RETENTION OF RECORDS/AUDIT

- A. For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of this agreement pursuant to Government Code 8546.7; the CONSULTANT, subcontractors, and the COUNTY shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this agreement, including but not limited to, the costs of administering this agreement. All parties shall make such materials available at their respective offices at all reasonable times during the agreement period and for three years from the date of final payment under this agreement. The state, the State Auditor, COUNTY, FHWA, or any duly authorized representative of the federal government shall have access to any books, records, and documents of the CONSULTANT that are pertinent to this agreement for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.
- B. Subcontracts in excess of \$25,000 shall contain this provision.

15. STATE PREVAILING WAGE RATES

- A. The CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 177, and all federal, state, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this agreement if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

16. AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this agreement that is not disposed of by agreement, shall be reviewed by the COUNTY's project manager.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by the COUNTY of unresolved audit issues. The request for review shall be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by the COUNTY will excuse CONSULTANT from full and timely performance in accordance with the terms of this contract.
- D. CONSULTANT and sub-consultant agreements, including cost proposals and Indirect Cost Rates (hereinafter "ICR"), are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the agreement, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The agreement, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by the COUNTY project manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the agreement by this reference if directed by the COUNTY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of agreement terms and cause for termination of the agreement and disallowance of prior reimbursed costs.

17. STATEMENT OF COMPLIANCE

- A. The CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

- B. During the performance of this agreement, the CONSULTANT and its sub-consultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. The CONSULTANT and sub-consultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The CONSULTANT and sub-consultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated under the (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this agreement by reference and made a part hereof as if set forth in full. The CONSULTANT and its sub-consultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- C. The CONSULTANT shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- D. The CONSULTANT, with regard to the work performed by it during this agreement, shall act in accordance with Title VI. Specifically, the CONSULTANT shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices, when this agreement covers a program whose goal is employment.

18. SUBCONTRACTING

- A. The CONSULTANT shall perform the services with resources available within its own organization; and no portion of the work pertinent to this agreement shall be subcontracted without written authorization by the COUNTY, except that which is expressly identified in the approved Cost Proposal.
- B. Any subcontract in excess of \$25,000 entered into as a result of this agreement, shall contain all the provisions stipulated in this agreement to be applicable to subcontractors.
- C. Any substitution of sub-consultants must be approved in writing by the COUNTY.

19. SAFETY

- A. The CONSULTANT shall comply with OSHA regulations applicable to the CONSULTANT regarding necessary safety equipment or procedures. The CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, COUNTY has determined that such areas are within the limits of the project and are open to public traffic. The CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this agreement, shall contain all of the provisions of this Article.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by and through their respective authorized officers:

(END OF ADDENDUM)

**Exhibit 10-H Cost Proposal
Darrah Road Bridge Replacement**

Consultant CH2M HILL, INC Contract No. 14-467 Date October 7, 2016

DIRECT LABOR

Classification/Title	Name	Hours	Average Hourly Rate	Total
Project Manager	Chris Serroels	150	\$ 76.16	\$ 11,424
Principal Consultant		64	\$ 69.88	\$ 4,472
Senior Consultant		648	\$ 56.18	\$ 36,402
Project Consultant		624	\$ 45.53	\$ 28,411
Staff Consultant		344	\$ 33.21	\$ 11,424
Project Technician		214	\$ 40.06	\$ 8,573
Administrative / Accounting		68	\$ 24.85	\$ 1,690

LABOR COSTS

	2,112	
a) Subtotal Direct Labor Costs	\$	102,396
b) Anticipated Salary Increases	\$	-
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$	102,396

FRINGE BENEFITS

d) Fringe Benefits (incl. in OH)	e) TOTAL FRINGE BENEFITS	
	[(c) x (d)]	\$ -

INDIRECT COSTS

f) Overhead (Rate: <u>111.71%</u>)	G) Overhead [(c) x (f)]	\$ 114,387
h) General and Administrative (Rate: <u>incl in OH Rate</u>)	i) Gen & Admin [(c) x (h)]	\$ -
	j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]	\$ 114,387

FEE (Profit)

q) (Rate: <u>10%</u>)	k) TOTAL FIXED PROFIT [(c) + (j)] x (q)]	\$ 21,678
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OTHER DIRECT COSTS (ODC)

Description	Unit(s)	Unit Cost	Total
l) Travel/Mileage Costs (supported by consultant actual costs)	1,667	\$ 0.540	\$ 900
m) Misc/Reproduction/Postage			\$ 505
n) Health & Safety Service Center	148	\$ 1.15	\$ 170
o) Subconsultant Costs - Critigen			\$ 1,500.00
p) Subconsultant Costs - Parikh			\$ 29,267.00
q) Subconsultant Costs - WRECO			\$ 20,495.00
p) TOTAL OTHER DIRECT COSTS [(l) + (m) + (n) + (o)]			\$ 52,837
TOTAL COST [(c) + (j) + (k) + (p)]			\$ 291,298

14-045

PROFESSIONAL SERVICE AGREEMENT

THIS AGREEMENT is made this 9th day of September, 2014 between:

COUNTY: Mariposa County Department of Public Works
4639 Ben Hur Road
Mariposa, CA 95338

and

CONTRACTOR: CH2MHILL
2485 Natomas Park Drive, Suite 600
Sacramento, CA 95833-2937

ARTICLE 1. TERM OF AGREEMENT

- 1.01 Agreement Term:** This Agreement shall become effective on September 9, 2014, and shall terminate on December 31, 2016, unless terminated in accordance with the provisions of Article 7 of this Agreement.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

- 2.01 Independent Contractor:** It is the express intention of the parties that Contractor is an independent Contractor and not an employee, agent, joint venturer or partner of County. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement.
- 2.02 Contractor Qualifications:** Contractor represents that it has the necessary competence, experience and qualifications for the services to be performed.
- 2.03 Agreement Management:** Contractor shall report to the Public Works Director who will review the activities and performance of the Contractor and administer this Agreement.

ARTICLE 3. SERVICES TO BE PERFORMED BY CONTRACTOR

- 3.01 Scope of Services:** Contractor agrees to perform the service to the Department of Public Works per the scope of work attached hereto. CH2MHILL will provide engineering consultant services to provide Project Management, Environmental Analysis, Design and Engineering for the replacement of the Darrah Road Bridge as described on Exhibit "A" attached hereto.

No additional services shall be performed by Contractor unless approved in advance in writing by the County stating the dollar value of the services, the method of payment, and any adjustment in Agreement time. All such services are to be coordinated with County

and the results of the work shall be monitored by the Public Works Director or his/her designee. However, the means by which the work is accomplished shall be the sole responsibility of the Contractor.

- 3.02** Method of Performing Services: Contractor will determine the method, details, and means of performing the above-described services. County shall not have the right to, and shall not, control the manner or determine the method of accomplishing Contractor's services.
- 3.03** Employment of Assistants: Contractor may, at the Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this Agreement. County may not control, direct, or supervise Contractor's responsibility for assistants or employees in the performance of those services. Contractor assumes full performance of those services. Contractor assumes full and sole responsibility for the payment of all compensation and expenses of such assistants and for all state and federal income tax, unemployment insurance, Social Security, disability insurance and other applicable withholdings.

ARTICLE 4. COMPENSATION

- 4.01** Compensation: In consideration for the services to be performed by Contractor, County agrees to pay Contractor in proportion to the services satisfactorily performed in the not to exceed amount of **\$291,298.36** for services as described above. The total sum to be paid to Contractor includes all labor, materials, travel and other expenses to be incurred by Contractor in the performance of the services described herein. Payment shall be made upon submission of a formal claim approved by the appropriate official of the County as follows:
- ☐ Total sum to be paid upon completion of services,
or
☒ Incremental payments based on the following schedule:
Submittal of monthly invoices
- 4.02** Invoices: Contractor shall submit detailed invoices for all services being rendered from the Contractor to the County. All invoices shall reference contract number.
- 4.03** Date for Payment of Compensation: County will endeavor to make payment within 45 days of invoices being submitted from the Contractor to the County, and approval and acceptance of the work by the County.
- 4.04** Expenses: Contractor shall be responsible for all costs and expenses incident to the performance of services for County, including but not limited to, all costs of equipment provided by Contractor, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor's costs of doing business. County shall not be responsible for any expense incurred by Contractor in performing services for County.

ARTICLE 5. OBLIGATIONS OF CONTRACTOR

- 5.01** Tools and Instrumentalities: Contractor will supply all tools and instrumentalities, required to perform the services under this Agreement. Contractor is not required to purchase or rent any tools, equipment or services from County. County shall not provide

working space, supplies, materials or other such support to Contractor in the performance of the services and tasks as described herein.

- 5.02 Indemnification:** Contractor shall indemnify and hold County harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, to the extent caused by the negligent performance of services by Contractor or Contractor's assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property. Contractor agrees to maintain a policy of liability insurance in the minimum amount of One Million Dollars (\$1,000,000) or an amount as otherwise determined appropriate by the County Risk Manager to cover such claims. Contractor shall furnish a certificate of insurance evidencing such insurance and naming the County as an additional insured for the above-cited liability coverage prior to commencing work. Acceptance by County of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.
- 5.03 General Liability and Automobile Insurance:** During the term of this Agreement Contractor shall obtain and keep in full force and effect a commercial, general liability and automobile policy or policies of at least \$1,000,000 combined limit for bodily injury and property damage; provided that the County, its officers, employees, volunteers and agents are to be named additional insureds under the policies, and that the policies shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that no other insurance effected by County or the named insureds will be called on to cover a loss covered hereunder. The General Liability insurance shall be provided by an ISO Commercial General Liability policy, with edition dates of 1985, 1988, or 1990. The County will be named as an additional insured using ISO form CG 2010 1185 or the same form with an edition date no later than 1990, or in other form satisfactory to County.
- 5.04 Professional Liability Coverage:** Contractor shall provide proof of professional liability coverage satisfactory to County prior to commencing work under the Agreement.
- 5.05 Certificate of Insurance:** Contractor shall complete and file with the County prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance evidencing coverage as set forth in paragraphs 5.02, 5.03 and 5.04 above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to County prior to the effective date of such cancellation.
- 5.06 Workers' Compensation:** During the term of this Agreement Contractor agrees to provide workers' compensation insurance for Contractor's employees and agents and agrees to hold harmless and indemnify County for any and all claims arising out of any injury, disability, or death of any of Contractor's employees or agents.
- 5.07 Public Employees Retirement System (CalPERS):** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any

penalties and interest on such contributions, which would otherwise be the responsibility of County.

5.08 State and Federal Taxes: As Contractor is not County's employee; Contractor is responsible for paying all required state and federal taxes. In particular:

- a) County will not withhold FICA (Social Security) from Contractor's payments;
- b) County will not make state or federal unemployment insurance contributions on behalf of Contractor;
- c) County will not withhold state or federal income tax from payment to Contractor;
- d) County will not make disability insurance contributions on behalf of Contractor;
- e) County will not obtain workers' compensation insurance on behalf of Contractor.

5.09 Records: It is understood and agreed that all plans, studies, specifications, and data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Contractor relating to the matters covered by this Agreement shall be the property of the County, and Contractor hereby agrees to deliver the same to the County upon request. It is understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Agreement are prepared specifically for the County and are not necessarily suitable for any future or other use. Contractor shall maintain such records for a minimum of three (3) years or as otherwise required by law.

5.10 Contractor's Books and Records: Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the County for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the County.

5.11 Assignability of Agreement: It is understood and agreed that this Agreement contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Agreement will be permitted only with the express written consent of the County.

ARTICLE 6. OBLIGATIONS OF COUNTY

6.01 Cooperation of County: County agrees to comply with all reasonable requests of Contractor and provide access as allowed by law to all documents reasonably necessary to the performance of Contractor's duties under this Agreement.

6.02 Assignment: Neither this Agreement nor any duties or obligations under this Agreement may be assigned by County without the prior written consent of Contractor.

ARTICLE 7. TERMINATION OF AGREEMENT

7.01 Termination Occurrence of Stated Events: This Agreement shall terminate automatically on the occurrence of any of the following events:

1. Bankruptcy or insolvency of Contractor;
 2. Death of Contractor.
- 7.02 Termination by County for Default of Contractor: Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at County's option, may terminate this Agreement by giving written notification to Contractor.
- 7.03 Termination for Convenience of County: County may terminate this Agreement at any time by mailing a notice in writing to Contractor that the Agreement is terminated. Said Agreement shall then be deemed terminated and no further work shall be performed by Contractor. If the Agreement is so terminated, the Contractor shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.
- 7.04 Termination of Funding: The parties acknowledge that the nature of government finance is unpredictable, and that the rights and obligations set forth in this Agreement are necessarily contingent upon the receipt and/or appropriation of the necessary funds. In the event that funding is terminated, in whole or in part, for any reason, at any time, this Agreement and all obligations of County arising from this Agreement shall be immediately discharged. County agrees to inform Contractor no later than thirty (30) calendar days after County determines, in its sole judgment, that funding will be terminated and the final date for which funding will be available.

ARTICLE 8. GENERAL PROVISIONS

- 8.01 Notices: Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid and return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.
- 8.02 Entire Agreement of the Parties: This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for County and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged and approved by the County as provided herein or as otherwise required by law.
- 8.03 Partial Invalidity: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- 8.04 Attorney's Fees: If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the

same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

- 8.05** Conformance to Applicable Laws: Contractor shall comply with the standard of care regarding all applicable federal, state and county laws, rules and ordinances. No discrimination shall be made by Contractor in the employment of persons who work under this Agreement because of race, color, national origin, ancestry, disability, sex or religion of such person.
- 8.06** Waiver: In the event that either County or Contractor shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation.
- 8.07** Governing Law: This Agreement and all matters relating to it shall be governed by the laws of the State of California and County of Mariposa and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Mariposa.

Executed at Mariposa, California, on the date and year first above written.

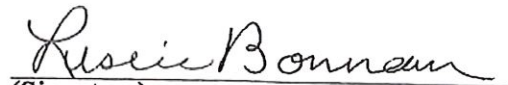
COUNTY:



KEVIN CANN, Chairman
Mariposa County Board of Supervisors

9-11-14
Date:

CONTRACTOR: CH2MHILL



(Signature)

4/21/2014
Date:

APPROVED AS TO FORM:



STEVEN W. DAHLEM
County Counsel

9-11-14
Date:

APPROVED BY:



PETER M. REI, PE
Public Works Director

4/23/14
Date:

Task 1 – Preliminary Engineering

Task 1.1 Project Management

The CONSULTANT will manage this project task including work needed to:

- Lead, direct and monitor the project team
- Prepare and monitor a QA/QC Plan
- Prepare for, attend, and document Team Meetings and Action Items (2 meetings at the County and 4 conference calls)
- Prepare and coordinate a critical path method (CPM) schedule
- Prepare monthly progress reports
- Prepare monthly invoices
- Prepare Caltrans Programming Paperwork & Local Assistance Manual Forms
- Miscellaneous coordination and support (up to 32-Hours)
 - Assist the County with meetings and coordination efforts with property owners
 - Assist the County with the preparation of Board of Supervisors' memoranda / correspondence

Caltrans Programming and Local Assistance Paperwork: The CONSULTANT will prepare the paperwork necessary to comply with the requirements of the HBP program and Local Assistance Procedures Manual (LAPM) for the proposed project for the COUNTY to submit to Caltrans District 10 Local Assistance. The documents will include:

- HBP Scope/Cost/Schedule Change Requests (If needed)
- Finance Letters

Monthly Progress Reports: As part of general project management responsibilities, the CONSULTANT will prepare status reports addressing the progress of the project, project design schedule, decisions that must be made to keep the project on schedule, and a list of work that has been accomplished in the previous month and forecasted for the upcoming month.

Quality Control / Quality Assurance: The CONSULTANT will utilize a quality control plan/process for this project whereby deliverables are reviewed for uniformity, compatibility and constructability as well as general conformance with the federal HBP program requirements. Senior level roadway and bridge PS&E review will be incorporated with Task 1.5, "Preliminary Roadway and Bridge Engineering".

Assumptions:

- Project manager will attend 2 meetings at the County
- 32 hours of miscellaneous support to County staff

Deliverables:

- Project QA/QC plan
- Project CPM schedule

- Monthly progress reports and schedules
- Meeting notes prepared by Consultant and distribution to all attendees
- LAPM / HBP documents required

Task 1.2 Survey & Mapping

It is assumed that the existing mapping is suitable to perform all preliminary and final design.

Task 1.3 Geotechnical Engineering Services

Geotechnical Understanding: A foundation report was previously prepared for the project in 1995-96. At the time the bridge was to be widened on one side. This report must be updated to address changes to the design standards and incorporate evolutions in the state of the engineering practices in geotechnical engineering. A new soil boring is proposed as the original foundation investigations had only one boring that was drilled into the subsurface materials and rock. A second boring had reached refusal due to an unknown object. Finally the project was developed in metric units and the log of test boring (LOTB) sheets are also in the same units. CONSULTANT will redo the logs and add one additional boring to the program.

The following is a task breakdown for the proposed geotechnical work:

Permits/USA Clearances: Perform a site reconnaissance to review project limitations and mark the boring locations for utility clearance. An Engineering Geologist will visit the site and make evaluation of the current conditions. Notify Underground Service Alert (USA) at least 48 hours prior to field work as required by law. It is assumed that Mariposa County will provide a no-fee encroachment permit.

Field Exploration: One exploratory boring is proposed for the project with an approximate boring depth of 30 feet below grade or 10' of coring into the rock, whichever is deeper. The boring location will depend upon the available access and limitations. At this time the boring is planned in the shoulder area but may have to be moved. Traffic controls will be provided. A truck mounted drill rig is assumed for the work.

Soil conditions will be classified and continuously logged from the test boring at the time of drilling. Obtain "relatively undisturbed" and bulk samples of substrata from test boring. The borings will be drilled and capped with cement grout. Drilling spoils will be disposed off in the field.

Laboratory Testing: Perform laboratory tests on representative soil samples such as in-place moisture and density, unconfined compression, gradation distribution, corrosion, Plasticity Index tests will be performed as necessary.

Engineering Analysis & Draft Recommendations: Perform engineering analyses and develop design recommendations for the proposed foundations. It is anticipated that the foundation system will be either spread footings or drilled piles. The report will follow basic Caltrans LRFD design guidelines.

Prepare Foundation Report: Prepare a detailed report including a project description, discussion of field and lab testing programs, comments on regional geology, site engineering seismology, peak ground acceleration and an acceleration response spectrum (ARS) design curve per Caltrans SDC (v. 1.6) and ARS Online, spread footings or drilled pile foundation recommendations, discussion on constructability considerations, recommendations of lateral earth pressures (active and at-rest), and comments on corrosion potential.

The report will also discuss seismic considerations, evaluate the liquefaction potential and comment on the site soil conditions from a seismic design standpoint. The seismic design criteria will be based on Caltrans 2010 Seismic Design Criteria considering both deterministic and probabilistic approaches.

The LOTB sheets will be prepared in accordance with Caltrans Foundation Report preparation guidelines.

Design Support: Provide design review consultation through final design.

Assumptions:

- One soil boring completed
- COUNTY will provide a no-fee encroachment permit

Deliverables:

- Draft Foundation Report (FR), 2 copies
- Final Foundation Reports (FR), 2 copies
- Log of Test Borings (LOTB)

Task 1.4 Hydrologic & Hydraulic Engineering Services

A Bridge Design Hydraulic Study was originally prepare in 2002 and updated in 2008 based on the bridge widening alternatives at those times. This task is to once again update the study based on replacing the bridge with a single span structure and removal of the existing pier from the river.

Data Review: CONSULTANT will review available data, including previous studies, provided by the COUNTY. CONSULTANT will research hydrologic and hydraulic data, County and Caltrans bridge inspection reports and maintenance records, USGS, and other relevant sources.

Field Reconnaissance: CONSULTANT will conduct a field reconnaissance to assess existing conditions in vicinity of the project site. Potential hydraulic-related design problems will be identified for use by other Project Team disciplines.

Hydrologic Assessment: CONSULTANT will utilize the site hydrologic investigation done for the 2008 Bridge Design Hydraulic Study. CONSULTANT will research any additional site hydrologic information (recent data) available and finalize design discharges. Based on the results of these analyses, the 100 and 50-year design flows will be determined.

Hydraulic Analysis: CONSULTANT will revise the hydraulic analyses of the reach of West Fork Chowchilla River at the Darrah Road crossing developed for the 2008 Bridge Design Hydraulic Study using the U.S. Army Corp of Engineer's HECRAS modeling software. The model will be revised with updated bridge design geometry, and updated design flows (if any). CONSULTANT will determine the design flow characteristics of the West Fork Chowchilla River, including water surface elevation (depth) and velocity, for the existing and proposed conditions.

Location Hydraulic Study: CONSULTANT will update the 2008 Bridge Location Hydraulic Study for the newly proposed bridge. CONSULTANT will summarize the results and include the standard Location Hydraulic Study Form and Floodplain Encroachment form. Technical discussions and forms will be included in the Bridge Design Hydraulic Study. The floodplain impact is expected to be minimal.

Scour Analysis: CONSULTANT will perform a bridge scour analysis to determine the scour potential per the methodology specified in the FHWA's HEC-18 and HEC-23 Manuals with consideration of the findings of the geotechnical investigation. CONSULTANT will make recommendations on the need for scour countermeasures.

Design Hydraulic Study Report: CONSULTANT will redevelop the 2008 Bridge Design Hydraulic Study with updated design conditions and submit as a new standalone report. The new report will summarize the recommendations and results from the hydraulic and scour analyses. The report will include all the detailed hydraulic model outputs and results from the scour analyses.

Deliverables:

- Draft Location Hydraulic Study (LHS), electronic PDF copy
- Final Location Hydraulic Study (LHS), electronic PDF copy
- Draft Design Hydraulic Study Report (DHS), electronic PDF copy
- Final Design Hydraulic Study Report (DHS), electronic PDF copy

Task 1.5 Preliminary Roadway and Bridge Engineering

This task includes work required to refine previous roadway and bridge alternatives and develop a preferred project design concept for environmental approval, permitting and final design. This work includes the following:

Develop and Study Roadway and Bridge Alternatives: Under a prior contract, CONSULTANT prepared three roadway alignment and profile alternatives. Two of the alternatives were based on a design speed of 45 mph with staged construction either upstream or downstream of the existing bridge (Alternative A and B, respectively). The third alternative was based on a design speed of 35 mph with staged construction downstream of the existing bridge (Alternative C). Based on preliminary discussions between CONSULTANT and COUNTY, Alternative C was deemed the most viable relative to its potential for minimizing right-of-way acquisition, grading and environmental impacts, roadway approach lengths and construction cost. This scope of service is based on proceeding with Alternative C as the preferred concept which will be further refined and developed into Geometric Approval Drawings for formal review and approval by the

COUNTY. CONSULTANT will prepare the following sheets to comprise the Geometric Approval Drawings:

- Typical Sections (1 sheet)
- Preliminary Plan, Profile & Superelevation Diagram (2 sheets)
- Preliminary Traffic Control / Stage Construction (2 sheets if necessary)

Develop Preliminary Roadway to 30% Design: CONSULTANT will develop the roadway Alternative C to a 30% design level. During the 30% design phase, CONSULTANT will meet with the COUNTY to present the draft design and discuss design decisions and criteria.

The 30% roadway plans will include:

- Horizontal and vertical alignment information
- Approximate construction limits
- Right-of-way limits and needs
- Approximate Grading and Paving Quantities
- Preliminary Construction Traffic Control, Staging, and Access
- Anticipated Design Exceptions
- Construction Cost Estimate

Develop Selected Bridge Alternative to 30% Design: CONSULTANT will update the previously prepared Bridge Feasibility Study Report (October 2012) to include a refined replacement alternative. Using the preferred alignment developed in the preceding task a single-span bridge alternative will be developed to 30% design. A bridge general plan drawing and engineers estimate will be prepared for that alternative. Draft copies of the general plan and estimate will be submitted for COUNTY review. After COUNTY review is complete, comments addressed, and preferred bridge alternative confirmed, the feasibility study report will be revised to include the refined replacement alternative. The report will be submitted for Caltrans review, Caltrans comments will be addressed, and a final report will then be submitted.

Prepare Draft and Final Project Memorandum: Prepare a short technical memorandum that includes:

- Summary of the components of Alternative C including preliminary plans, right-of-way (temporary easements), construction staging and access, and anticipated design exceptions
- Summary of geometric design criteria (e.g. design speed, minimum horizontal radius, vertical curve length, superelevation runoff length, etc.)
- Preliminary Quantities and Estimated Construction Cost
- List of issues that will be resolved during final design

Prepare Draft PS&E (65% Design): Upon approval of the design memorandum, the CONSULTANT will prepare and submit the draft PS&E to the COUNTY. This scope of work is based on the approximate sheet count listed in Attachment 1. CONSULTANT will meet with the COUNTY once during the 65% Design to discuss or resolve any issues.

Bridge Design: CONSULTANT will prepare structural calculations and bridge plans for the bridge type and configuration agreed upon during the Preliminary Engineering task. This submittal will represent a complete, unchecked set of bridge construction documents to be submitted to the COUNTY. The bridge design will be performed in general accordance with the following:

- California Department of Transportation (Caltrans) Standard Plans & Specifications
- Caltrans Bridge Design & Detailing Manuals
- AASHTO LRFD Bridge Design Specifications and Caltrans Addenda (Blue Sheets)
- Caltrans Seismic Design Criteria

Approach Roadway Design: CONSULTANT will prepare the approach roadway design in general accordance with County Standards, AASHTO "A Policy on Geometric Design of Highways and Streets" and the Caltrans Highway Design Manual, Caltrans Standard Specifications and Standard Plans. Final grading and drainage details will be developed as well as new/existing roadway conformance details, as required.

Engineer's Estimates of Probable Construction Cost: CONSULTANT will provide cost estimates at the draft PS&E design submittal. Detailed quantities will be prepared in accordance with Caltrans standard specifications and payment items. The engineer's estimate of probable construction cost ("Marginal Estimate") for the project will be prepared using the most recent and relevant Caltrans Cost Data as well as the County's cost data.

Contract Specifications / Special Provisions: CONSULTANT will prepare the un-edited contract Special Provisions for the project based in General on Caltrans' Standard Special Provisions, Caltrans Standard Specifications, and County construction contract standards.

Utilities Coordination: CONSULTANT will assist in the coordination of the relocation of one utility.

Assumptions:

- Project limits extend approximately 450 west and 200 feet east of the new bridge
- One meeting at County to discuss Draft 30% Design
- One meeting at County during 65% Design
- One utility relocation (telephone)

Deliverables:

- Project Concept Exhibit, electronic PDF copy
- 30% Design Roadway Plans & Estimate, electronic PDF copy
- 30% Design Bridge Plans & Estimates, electronic PDF copy

- Draft Project Memorandum, electronic PDF copy
- Final Project Memorandum, electronic PDF copy
- Draft 65% Plans, electronic PDF copy
- Draft 65% un-edited Special Provisions, electronic PDF copy and Word file
- Draft 65% Engineers Estimate, electronic PDF copy and Excel file

Task 2 – Environmental Services

Task 2.1 Project Management

The CONSULTANT will manage this project task including work needed to:

- Lead, direct and monitor the project team
- Monitor the QA/QC Plan
- Prepare for, attend, and document Team Meetings and Action Items (2 meetings at the County and 4 conference calls)
- Coordinate a critical path method schedule
- Prepare monthly progress reports
- Prepare monthly invoices
- Prepare Caltrans Programming Paperwork & Local Assistance Manual Forms

Monthly Progress Reports: As part of general project management responsibilities, the CONSULTANT will prepare status reports addressing the progress of the project, project design schedule, decisions that must be made to keep the project on schedule, and a list of work that has been accomplished in the previous month and forecasted for the upcoming month.

Quality Control / Quality Assurance: The CONSULTANT will utilize a quality control plan/process for this project whereby deliverables are reviewed for uniformity, compatibility and constructability as well as general conformance with the federal HBP program requirements.

Assumptions:

- Project manager will attend 2 meetings at the County

Deliverables:

- Monthly progress reports and schedules
- Meeting notes prepared by Consultant and distribution to all attendees

Task 2.2 Environmental Services

CONSULTANT shall perform the studies, prepare the documents, and complete the necessary forms to obtain environmental clearance for both the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) review processes. The CONSULTANT shall prepare the appropriate environmental documents, a Categorical

Exclusion with special studies under NEPA and an Initial Study to support a Mitigated Negative Declaration under CEQA.

Technical Studies:

Water Quality Assessment Report: CONSULTANT shall prepare a Water Quality Assessment Report consistent with Caltrans standards. The document shall evaluate potential water quality impact of proposed bridge construction, operation, and maintenance and include any necessary mitigation measures. Potential project impacts associated with construction activities, maintenance activities, and roadway runoff will be evaluated. Potential causes (pre and post project) of erosion, and siltation, and sources of pollutants and the effects of these substances on the quality of receiving waters will be evaluated. Mitigation measures, including Best Management Practices specified in Caltrans' *Storm Water Quality Handbook - Planning and Design Guide*, shall be identified by the CONSULTANT for any significant water quality impacts that may occur during construction and/or operation of new bridge.

Natural Environment Study: A new Natural Environment Study (NES) will be prepared by the CONSULTANT consistent with Caltrans standards. A key objective of the new NES is to identify any special status plants, fish, or wildlife, or sensitive habitats that may be affected by the project. This evaluation will consider the potential presence of important biological habitat and sensitive species, including wetlands and waters of the U.S. To the extent possible, information from the prior NES will be used.

Wetland Delineation and Assessment: CONSULTANT shall conduct site surveys and prepare an updated wetland delineation documenting potential waters of the U.S. The wetland delineation shall be submitted to the USACE for verification. The CONSULTANT shall obtain verification of waters of the U.S. from the USACE.

Biological Assessment: CONSULTANT assumes that federally listed endangered species or their habitats may be present in the project area, and a new Section 7 Consultation with the USFWS is likely to be required due to the age of prior survey. CONSULTANT shall prepare a new Biological Assessment documenting federally listed endangered species and their potential habitat within the project area, and will support Caltrans in the completion of a new Section 7 Consultation process.

Cultural Resources: Section 106 documentation shall be prepared by the CONSULTANT in accordance with Caltrans standards. CONSULTANT's services include a literature review; a field survey; contact with the Native American Heritage Commission (NAHC) and local and Native American groups, as well as contact with local historical societies, to ascertain any concerns they may have about the proposed project. CONSULTANT will update the Historic Properties Survey Report (HPSR)/Findings of Effect (FOE), but the prior Archaeological Survey Report (ASR) are assumed to be adequate and do not require update. CONSULTANT will update the Area of Potential Effects (APE) map and coordinate approval with Caltrans and the COUNTY.

Hazardous Waste Initial Site Assessment (ISA): CONSULTANT shall prepare a new ISA to identify all documented hazardous waste sites located within the project study area that store, transfer, or utilize large quantities of hazardous materials. The ISA should include mitigation measures. CONSULTANT shall conduct an agency records search to identify all

hazardous waste sites located within the project study area and classified as a hazardous waste site under State law. CONSULTANT will conduct a visual survey of the project area to identify any obvious area of hazardous waste contamination. If hazardous waste sites are identified within the project study area, CONSULTANT shall determine the potential impact to the project and identify subsequent procedures to determine the extent of contamination and remediation requirements.

Visual Resources: CONSULTANT shall prepare a Visual Resources Technical Memorandum consistent with Caltrans standards. CONSULTANT will conduct a field visit to assess existing visual resource conditions in the project area. The field visit will include an inventory of the following existing conditions: viewpoints; notable visual resources; and the vividness, intactness, and unity of the project area. The analysis will define visual resources within the project area and will evaluate and describe visual quality and character, viewer groups and viewer responses, viewpoints, and changes in vividness, intactness, and unity. Because Caltrans is not requiring a full visual impact assessment, photo simulations will not be used in the analysis.

Deliverables:

- Three (3) draft copies of each Technical Study/Report for COUNTY and Caltrans review and comment
- Two (2) final copies of each Technical Study/Report addressing COUNTY and Caltrans comments

Prepare Determinations:

Prepare Categorical Exclusion (CE): For processing NEPA, CONSULTANT shall prepare a CE determination form for approval by Caltrans. A summary document (two to three pages) of the environmental issues and project findings will be prepared to attach to the CE. The completed form shall be submitted to Caltrans with three (3) copies each of the final technical studies (revised per County and Caltrans comments) to support the findings of the CE.

Prepare Initial Study/Mitigated Negative Declaration (IS/MND): Replacement of the existing bridge with a new bridge, combined with the interim/permanent bridge structure, is not expected to have significant impacts that are inmitigable. Therefore, the project should be processed through the use of an MND for CEQA purposes. Technical Studies prepared for NEPA review will serve as the back-up for the CEQA MND.

Administrative Draft IS: CONSULTANT will prepare an Initial Study (IS) for the COUNTY's review. The format will be based on the typical CEQA Initial Study checklist and an expanded evaluation of each issue area. Included in the IS will be a project description, discussion of the environmental review process, and project methodology. A total of three (3) copies will be printed for COUNTY review and comment.

Preliminary Draft IS: Following review by the COUNTY, CONSULTANT will prepare a Preliminary Draft IS. This second version will evaluate each of the COUNTY's comments on the Administrative Draft IS. Three (3) copies of the Preliminary Draft IS will be submitted for review by the COUNTY.

Public Review Draft IS: The purpose of this task will be to respond to the COUNTY's comments on the Preliminary Draft IS, complete necessary revisions, submit the document for COUNTY approval, and publish for public review. Fifty (50) copies of the Draft IS will be circulated for review by the COUNTY. CONSULTANT will prepare a draft public notice regarding the availability of the Draft IS for public review. The COUNTY will be responsible for preparing and publishing all legal notices and advertisements, including the notice of intent to adopt the MND and the Notice of Completion for the State Clearinghouse.

Response to Comments on Preliminary Draft Mitigated Negative Declaration (MND): The purpose of this task will be to prepare written responses to comments received on the Draft IS that raise significant environmental issues, and submit them for COUNTY staff review after the close of the public comment period. CONSULTANT will also include a Mitigation Monitoring Program in the document that outlines timing and responsibility assignments for implementing each measure. Two (2) copies of the draft Mitigation Monitoring Program and draft mitigation measures will be submitted separately to the COUNTY for review and comment.

Final MND: CONSULTANT shall incorporate the final comments and responses into the Final MND and will submit 30 copies of the approved document for distribution by the COUNTY. Final adjustments to the Mitigation Monitoring Program shall be made based on COUNTY and agencies reviews and comments.

CONSULTANT shall prepare a Notice of Determination for the COUNTY's use in submitting to the State Clearinghouse following the Board's approval of the MND.

Assumptions:

- Appropriate level of CEQA and NEPA documentation is an IS to support a MND under CEQA and a Caltrans CE under NEPA
- Nationwide 404 permit will be issued
- If during preparation of the PES, technical reports, IS, or regulatory permit applications it is determined that additional technical studies, higher level of environmental analysis (i.e. EIR, EA, or EIS), or regulatory agency permit (i.e. individual 404 permit) than described in the preceding scope of services is necessary, the County will be notified, and the environmental scope of services would need to be modified.

Deliverables:

- Two (2) draft copies of the Categorical Exclusion (CE), including any summary document attachments for Caltrans review and comment
- Three (3) copies of the Administrative Draft Initial Study (IS) for COUNTY review and comment
- Three (3) copies of the Preliminary Draft IS for COUNTY review and comment
- One (1) draft copy of the Public Review Draft IS/Mitigated Negative Declaration (MND) addressing previous comments for review by the COUNTY, and fifty (50) copies of the COUNTY accepted Public Review Draft IS/MND for circulation.

- One (1) copy of each comment letter concerning the above studies/reports from any agency or the general public.
- Two (2) draft copies of any response letters for review and comment
- Two (2) draft copies of mitigation measures for review and comment
- Two (2) draft copies of mitigation monitoring program for review and comment
- Two (2) final copies of the Categorical Exclusion (CE), addressing Caltrans comments, and three (3) copies of each technical study for submittal to Caltrans.
- Two (2) final copies of response letters addressing COUNTY comments
- Two (2) final copies of mitigation measures and mitigation monitoring program addressing COUNTY comments
- One (1) final copy of the Mitigated Negative Declaration (MND) addressing previous comments for review by the COUNTY, and fifty (50) copies of the COUNTY accepted MND for circulation.

Resource Agency Permits:

Nationwide 404 Permit: CONSULTANT shall prepare an application to the USACE for a permit to fill jurisdictional waters of the U.S. pursuant to the requirements of Section 404 of the federal Clean Water Act (404 Permit). It is anticipated that permanent fill of jurisdictional waters resulting from the project would be less than 0.5 acre, which would allow for use of a Nationwide 14 permit for Linear Transportation Projects. The CONSULTANT shall provide any additional information required to the USACE during their review of the permit application, and will obtain a permit from the USACE for the project.

401 Water Quality Certification: CONSULTANT shall prepare an application to the RWQCB for a 401 Water Quality Certification application for the project. The CONSULTANT shall provide any additional information required to the RWQCB during their review of the application, and will obtain a certification from the RWQCB.

1602 Streambed Alteration Agreement: CONSULTANT shall prepare an application to the CDFW for a Streambed Alteration Agreement pursuant to the requirements of Section 1602 of the Fish and Game Code. The CONSULTANT shall provide any additional information required to the CDFW during their review of the application, and will obtain a Streambed Alteration Agreement from the CDFW.

Land Use Lease: CONSULTANT shall prepare an application to the State Lands Commission (SLC) for a land use lease on sovereign lands (bed of Chowchilla River). CONSULTANT shall submit an inquiry for the SLC to confirm the extent of the State's property interest in the bridge crossing site. Assuming the SLC confirms its jurisdiction, CONSULTANT will complete the Application for Lease of State Lands, including title and boundary information.

Deliverables:

- Nationwide 404 Permit Application to the USACE

- 401 Water Quality Certification Application to the RWQCB
- 1602 Streambed Alteration Agreement Application to the CDFW
- Land Use Lease Application to the SLC

Task 3 – Final Design

Task 3.1 Project Management

The CONSULTANT will manage project tasks including work needed to:

- Lead, direct and monitor the project team
- Monitor a QA/QC Plan
- Prepare for, attend, and document Team Meetings and Action Items (2 meetings at the County and 4 conference calls)
- Coordinate a critical path method schedule
- Prepare monthly progress reports
- Prepare monthly invoices
- Prepare Caltrans Programming Paperwork & Local Assistance Manual Forms
- Miscellaneous coordination and support (up to 8-Hours)
 - Assist the County with meetings and coordination efforts with property owners
 - Assist the County with the preparation of Board of Supervisors' memoranda / correspondence

Caltrans Programming and Local Assistance Paperwork: The CONSULTANT will prepare the paperwork necessary to comply with the requirements of the HBP program and Local Assistance Procedures Manual (LAPM) for the proposed project for the COUNTY to submit to Caltrans District 3 Local Assistance. The documents will include:

- HBP Scope/Cost/Schedule Change Requests (If needed)
- Request for Authorization To Proceed with Right-of-Way
- Request for Authorization To Proceed with Construction and PS&E Certification
- Finance Letters

Monthly Progress Reports: As part of general project management responsibilities, the CONSULTANT will prepare status reports addressing the progress of the project, project design schedule, decisions that must be made to keep the project on schedule, and a list of work that has been accomplished in the previous month and forecasted for the upcoming month.

Quality Control / Quality Assurance: The CONSULTANT will utilize a quality control plan/process for this project whereby deliverables are reviewed for uniformity, compatibility and constructability as well as general conformance with the federal HBP program requirements. Senior level roadway and bridge PS&E review will be incorporated with Task 3.2, "Final Engineering"

Assumptions:

- Project manager will attend 2 meetings at the County
- 8 hours of miscellaneous support to County staff

Deliverables:

- Monthly progress reports and schedules
- Meeting notes prepared by Consultant and distribution to all attendees
- LAPM / HBP documents required

Task 3.2 Final Engineering

Bridge Independent Check: The Draft PS&E will be sufficiently completed by CONSULTANT so that an independent bridge design check can be completed for the COUNTY. An independent engineer, who was not involved in the design, will re-analyze the bridge and retaining walls, verify member capacities and review the special provisions for the bridge. The checker will provide a list of comments and a set of "red-marked" plans that communicate issues uncovered during the preparation of the independent check. Issues raised by the checker will be discussed with and resolved by the designer and checker. The final design will reflect agreement between the two engineers.

Respond to Comments: CONSULTANT will provide a written response to comments from the COUNTY.

Update Bridge and Roadway PS&E: CONSULTANT will update the PS&E based on the agreement and resolution of the Bridge Independent Check and COUNTY comments for final submittal to the COUNTY. This submittal will represent the final contract documents that will be issued for bid and construction.

Engineer's Estimates of Probable Construction Cost: CONSULTANT will update the cost estimates at the Final PS&E design submittal. Quantity check calculations will be prepared in accordance with Caltrans standard specifications and payment items. The engineer's estimate of probable construction cost ("Marginal Estimate") for the project will be prepared using the most recent and relevant Caltrans Cost Data as well as the County's cost data.

Contract Specifications / Special Provisions: CONSULTANT update the un-edited contract Special Provisions for the project based in general on Caltrans' Standard Special Provisions, Caltrans Standard Specifications, and County construction contract standards.

Assumptions:

- Project limits extend approximately 450 feet west and 200 east of the new bridge
- Specifications will be in Caltrans 2010 format

Deliverables:

- Final Plans, electronic (PDF and AutoCAD)
- Final Special Provisions, electronic PDF and Word file

- Final Engineers Estimate, electronic PDF and Excel file

Task 3.3 Right-of-Way Services

Appraisal Services: CONSULTANT will develop complete appraisals that will state the estimated fair market value of Temporary Construction Easement (TCE) and/or Permanent Easement interest for up to three (3) properties. Appraisal reports will be summary appraisal reports that will be prepared in conformance with and subject to the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute, which fully incorporate the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation. Jurisdictional exceptions may apply in some cases. Plats and legal descriptions for each of the properties to be appraised will be provided by the COUNTY.

Some items that may affect the appraisal process may include:

- Complexity of the valuation
- Impact of interests to be acquired (e.g. Temporary Construction Easement - Permanent Easement)
- Damage Analysis (Severance Damage, Cost to Cure, etc.)

The primary steps in completion of fair market value appraisals of the property rights to be acquired include but are not limited to the following:

- Onsite physical inspection of the subject properties with the Owner (where possible)
- Visual inspection of the comparable market data
- Study of community and neighborhood in which the subject is located
- Collection of data from appropriate governmental agencies
- Market investigation of vacant and improved comparable data
- Verification of market data with sources knowledgeable with the pertinent details of the transaction
- Analysis of all appropriate data in before and after conditions to arrive at opinion of value
- Preparation of report

Independent Appraisal Review: Per Federal and State regulations, (Federal and State Uniform Acts) a qualified reviewing appraiser shall examine all appraisals to assure that they meet applicable appraisal requirements and shall, prior to acceptance, seek necessary correction or revisions. In addition, the review appraiser shall certify that the opinion of fair market value is reasonably supported by an acceptable appraisal.

Acquisition: CONSULTANT proposes to develop all necessary contracts, conveyance documents and escrow instructions necessary to make offers based on client's process. If directed, CONSULTANT will meet with the owners, and convey documents until acceptance or impasse is reached.

Steps within the acquisition process are outlined below and will be tailored to the County's need for assistance:

1. Review of the project concept and design with staff and other consultants.
2. Review of appraisals, title reports, maps and descriptions of the required parcels.
3. Field review the project with the Project Manager or other designated person.
4. Preparation of right-of-way contracts and other acquisition documents.
5. Meet with the property owners to discuss the project in general; review of maps and legal descriptions; confirm information about occupants/owners and make the official First Written Offer to owner. Acquire tenant consent if required.
6. Acquisition activities are based on settlement by the third contact either in person or by telephone. A recommendation to client will be made after *impasse* has been reached. To reach *impasse* there are three requirements:
 - A. Go through the *acquisition steps* outlined below; plus
 - B. Make at least three contacts with owner (personal call, letter or phone call) in any combination; plus
 - C. Spend up to eight hours working on the parcel acquisition.
 - D. Responding to property owner inquiries verbally and in writing within two business days.

The acquisition steps when offering compensation to the property owner include:

- A. Owner accepts offer. (Close)
- B. Owner rejects offer.
 1. Owner refuses to counter. (Impasse)
 2. Owner makes counter proposal.
 - a. Client accepts counter. (Close)
 - b. Client rejects counter. (Impasse)
 - c. Client makes new offer.
 1. Owner accepts new offer. (Close)
 2. Owner does not accept new offer. (Impasse)
7. Deliver signed right-of-way contract and signed and acknowledged grant deed for closed transaction. Deliver a memorandum explaining *impasse*.
8. Final report, including transfer of all pertinent correspondence and files, to client.

ROW Certification: Upon completion of the ROW acquisition, CONSULTANT will prepare the ROW Certification per Chapter 14 of the Caltrans ROW Manual. CONSULTANT will provide coordination services with Caltrans District 10 and the property owners, as required.

Assumptions:

- Three parcels will require ROW services.
- Plats and legal descriptions will be provided by the COUNTY
- Acquisition is not complicated, as seller is willing. Eminent domain rates are higher.

Deliverables:

- One (1) copy of each Appraisal Report that meets all State and Federal Standards
- Up to two (2) Real Property Appraisal Reports for Temporary Construction and/or Permanent Easements
- Provide Review Certification Appraisal Reports for up to two (2) Appraisal Reports
- Right of way certification

Task 4 - Services During Construction

Task 4.1 Project Management

The CONSULTANT will manage project tasks including work needed to:

- Lead, direct and monitor the project team
- Monitor a QA/QC Plan
- Prepare monthly progress reports
- Prepare monthly invoices

Monthly Progress Reports: As part of general project management responsibilities, the CONSULTANT will prepare status reports addressing the progress of the project, project design schedule, decisions that must be made to keep the project on schedule, and a list of work that has been accomplished in the previous month and forecasted for the upcoming month.

Quality Control / Quality Assurance: The CONSULTANT will utilize a quality control plan/process for this project whereby deliverables are reviewed for uniformity, compatibility and constructability as well as general conformance with the federal HBP program requirements.

Assumptions:

- Only services during bidding are included in this scope. Services during construction to be negotiated in a future contract.

Deliverables:

- Monthly progress reports and schedules

Task 4.2 Services During Bidding

The CONSULTANT will need to be involved during the bid phase of project to provide the services described below:

- Clarification and information about the PS&E package and geotechnical report during advertising
- Assistance in the preparation of any required addenda to the plans and specifications during the advertisement period

The COUNTY will provide:

- Advertisement and Bid Administration

Deliverables:

- Responses to bidders questions

Task 4.3 Services During Construction (Optional task to be negotiated prior to start of construction)

Task 4.3 scope is informational only. It is not included in the CONSULTANTS price. Price to be negotiated as part of a future contract or contract amendment.

The CONSULTANT will be involved during construction of the project to provide the services described below:

- Review and response to contractor requests for information and submittals related to design
- Review and comment on contract change orders.
- Periodically visit the site to observe the construction and verify general compliance with the intent of the contract documents:
 - Bridge and Roadway Project Engineer (3-4 Site Visits)
 - Geotechnical Engineer (3 Site Visits)
- Provide environmental services needed to support onsite mitigation efforts during construction as additional work provided on an hourly basis.
- CONSULTANT shall provide one set of reproducible record drawings (Mylar), which clearly identify those changes made during construction (Record Drawings). Record redline drawings kept by the COUNTY will be provided to the CONSULTANT for drafting after completion of construction.

The COUNTY will provide:

- Construction Staking
- Construction Inspection
- Construction Management (Resident Engineer)

Deliverables:

- RFI responses
- Checked submittals and shop drawings
- Contract change order plans
- One (1) set full size Mylar record drawings

IV. Consultant Staffing

The CONSULTANT is proposing to use Christopher Serroels, P.E. as the project manager for this PSA. In the event there is a need to substitute key personnel by the CONSULTANT for project management or primary design engineering responsibility, the CONSULTANT shall only substitute personnel after submitting resumes and obtaining specific written approval by the Director of Public Works for the replacement staff in these two key positions.

V. Other

It shall be the responsibility of the CONSULTANT to resolve any errors in the design, which are identified during construction at no additional cost to the COUNTY and in a timely manner such that construction delays are avoided or minimized to the extent possible. CONSULTANT shall notify the COUNTY of any errors that are a result of incorrect field data provided by the COUNTY.

Darrah Road Scope of Services Attachment 1
Darrah Road Bridge Replacement Project
Approximate Sheet List

<u>Dwg</u> <u>No.</u>	<u>Sheet Title</u>	<u>Sheet</u> <u>No.</u>
T-1	Title Sheet	1
GN-1	General Notes/Standard Abbreviations	2
SCD-1	Survey Control Diagram	3
TS-1	Typical Cross Sections No. 1	4
TS-2	Typical Cross Sections No. 2	5
L-1	Plan & Profile No. 1	6
L-2	Plan & Profile No. 2	7
C-1	Construction Details No. 1	8
C-2	Construction Details No. 2	9
TC-1	Construction Area Signs & Traffic Control No. 1	10
TC-2	Construction Area Signs & Traffic Control No. 2	11
SS-1	Signing & Striping	12
S-1	General Plan	13
S-2	General Notes and Deck Contours	14
S-3	Foundation Plan	15
S-4	Abutment 1 Layout	16
S-5	Abutment 2 Layout	17
S-6	Abutment Details No. 1	18
S-7	Abutment Details No. 2	19
S-10	Typical Section, Slab Details and Layout	20
S-11	Slab Reinforcement	21
S-12	Barrier Rail Details	22
S-13	Log of Test Borings	23

Darrah Road Bridge Replacement Price by Element



Chargeable Tasks, All Budgets, without Budget Subtotals, without Period Subtotals, without Estimating Frequency Subtotals

Task	Hours	Labor	Labor Overhead	Labor Subtotal	Expense	Subs	Travel	Subtotal	10% Fixed Fee	Task Total
Top Task 01 - Phase 1										
01.A1.01 - Task 1.1 Project Management	112.00	5,853.08	6,538.32	12,391.40	0.00	0.00	200.00	12,591.40	1,239.14	13,830.54
01.A1.03 - Task 1.3 Geotechnical	8.00	538.48	601.52	1,140.00	0.00	29,267.00	0.00	30,407.00	114.00	30,521.00
01.A1.04 - Task 1.4 Hydraulics	8.00	594.32	663.92	1,258.24	0.00	8,555.00	0.00	9,813.24	125.82	9,939.06
01.A1.05 - Task 1.5 Preliminary Design	188.00	9,041.72	10,100.16	19,141.88	0.00	0.00	0.00	19,141.88	1,914.19	21,056.07
01.A2.01 - Task 2.1 Project Management	52.00	2,898.36	3,237.68	6,136.04	0.00	0.00	0.00	6,136.04	613.60	6,749.64
01.A2.02 - Task 2.2 Environmental	604.00	30,836.94	34,447.70	65,284.64	676.00	13,440.00	500.00	79,900.64	6,528.46	86,429.10
01.A3.01 - Task 3.1 Project Management	88.00	4,759.20	5,316.36	10,075.56	0.00	0.00	200.00	10,275.56	1,007.56	11,283.12
01.A3.02 - Task 3.2 Final Design	1,010.00	45,399.18	50,716.56	96,115.74	0.00	0.00	0.00	96,115.74	9,611.57	105,727.31
01.A4.01 - Task 4.1 Project Management	24.00	1,442.16	1,610.96	3,053.12	0.00	0.00	0.00	3,053.12	305.31	3,358.43
01.A4.02 - Task 4.2 SDB	18.00	1,032.34	1,153.20	2,185.54	0.00	0.00	0.00	2,185.54	218.55	2,404.09
Total for 01	2,112.00	102,395.78	114,386.38	216,782.16	676.00	51,262.00	900.00	269,620.16	21,678.20	291,298.36

Darrah Road Bridge Replacement

Labor (RL)



Chargeable Tasks, All Budgets, without Budget Subtotals, without Period Subtotals,
without Estimating Frequency Subtotals

Labor Resource	Hours	Raw Cost	Multiplier	Amount	Notes
Top Task 01					
Task 01.A1.01 - Task 1.1 Project Management					
Project Manager	48.0	3,611.04	2.1171	7,644.96	
Senior Engineer	8.0	421.84	2.1171	893.04	
Senior Administrative	36.0	1,329.20	2.1171	2,814.00	
Staff Administrative	20.0	491.00	2.1171	1,039.40	
Subtotal for 01.A1.01 - Task 1.1 Project Management	112.0	5,853.08		12,391.40	
Task 01.A1.03 - Task 1.3 Geotechnical					
Senior Technologist	8.0	538.48	2.1171	1,140.00	
Subtotal for 01.A1.03 - Task 1.3 Geotechnical	8.0	538.48		1,140.00	
Task 01.A1.04 - Task 1.4 Hydraulics					
Senior Technologist	8.0	594.32	2.1171	1,258.24	
Subtotal for 01.A1.04 - Task 1.4 Hydraulics	8.0	594.32		1,258.24	
Task 01.A1.05 - Task 1.5 Preliminary Design					
Project Manager	8.0	601.84	2.1171	1,274.16	
Senior Technologist	8.0	596.88	2.1171	1,263.68	
Senior Engineer	44.0	2,621.80	2.1171	5,550.44	
Project Engineer	72.0	3,380.08	2.1171	7,155.76	
Staff Engineer	32.0	904.64	2.1171	1,915.20	
Senior Technician	24.0	936.48	2.1171	1,982.64	
Subtotal for 01.A1.05 - Task 1.5 Preliminary Design	188.0	9,041.72		19,141.88	
Task 01.A2.01 - Task 2.1 Project Management					
Project Manager	32.0	2,407.36	2.1171	5,096.64	
Staff Administrative	20.0	491.00	2.1171	1,039.40	
Subtotal for 01.A2.01 - Task 2.1 Project Management	52.0	2,898.36		6,136.04	
Task 01.A2.02 - Task 2.2 Environmental					
Principal Engineer	48.0	3,445.44	2.1171	7,294.36	
Senior Technologist	32.0	2,115.16	2.1171	4,478.04	
Senior Engineer	324.0	16,572.86	2.1171	35,086.12	
Project Engineer	200.0	8,703.48	2.1171	18,426.12	
Subtotal for 01.A2.02 - Task 2.2 Environmental	604.0	30,836.94		65,284.64	
Task 01.A3.01 - Task 3.1 Project Management					
Project Manager	38.0	2,789.64	2.1171	5,905.80	
Senior Engineer	16.0	868.96	2.1171	1,839.68	
Senior Administrative	16.0	594.80	2.1171	1,259.28	
Staff Administrative	20.0	505.80	2.1171	1,070.80	
Subtotal for 01.A3.01 - Task 3.1 Project Management	88.0	4,759.20		10,075.56	
Task 01.A3.02 - Task 3.2 Final Design					
Project Manager	16.0	1,239.84	2.1171	2,624.80	
Senior Engineer	208.0	12,660.32	2.1171	26,802.88	
Project Engineer	396.0	17,838.36	2.1171	37,766.00	
Staff Engineer	208.0	6,644.48	2.1171	14,067.36	
Senior Technician	190.0	7,636.10	2.1171	16,167.10	
Subtotal for 01.A3.02 - Task 3.2 Final Design	1,018.0	46,019.10		97,428.14	

Darrah Road Bridge Replacement Labor (RL)



Chargeable Tasks, All Budgets, without Budget Subtotals, without Period Subtotals,
without Estimating Frequency Subtotals

Labor Resource	Hours	Raw Cost	Multiplier	Amount	Notes
Task 01.A4.01 - Task 4.1 Project Management					
Project Manager	16.0	1,239.84	2.1171	2,624.80	
Staff Administrative	8.0	202.32	2.1171	428.32	
Subtotal for 01.A4.01 - Task 4.1 Project Management	24.0	1,442.16		3,053.12	
Task 01.A4.02 - Task 4.2 SDB					
Project Manager	2.0	154.98	2.1171	328.10	
Senior Engineer	8.0	434.48	2.1171	919.84	
Project Engineer	8.0	442.88	2.1171	937.60	
Subtotal for 01.A4.02 - Task 4.2 SDB	18.0	1,032.34		2,185.54	
Task 01.A4.03 - Task 4.3 SDC (Optional)					
Project Manager	2.0	154.98	2.1171	328.10	
Senior Engineer	8.0	434.48	2.1171	919.84	
Project Engineer	56.0	2,847.84	2.1171	6,029.12	
Subtotal for 01.A4.03 - Task 4.3 SDC (Optional)	66.0	3,437.30		7,277.06	
Subtotal for 01	2,186.0	106,453.00		225,371.62	
Grand Total	2,186.0	106,453.00		225,371.62	

Darrah Road Bridge Replacement

Subcontractor



Chargeable Tasks, All Budgets, without Budget Subtotals, without Period
Subtotals, without Estimating Frequency Subtotals

Task/Subcontractor Description	Unit	Quantity	Rate	Amount
Top Task 01				
Task 01.A1.03 - Task 1.3 Geotechnical				
Parikh - Sub consultant	EACH	29,267.0	1.00	29,267.00
Subtotal for 01.A1.03 - Task 1.3 Geotechnical				29,267.00
Task 01.A1.04 - Task 1.4 Hydraulics				
WRECO - Sub consultant	EACH	8,555.0	1.00	8,555.00
Subtotal for 01.A1.04 - Task 1.4 Hydraulics				8,555.00
Task 01.A2.02 - Task 2.2 Environmental				
Critigen - Sub consultant	EACH	1,500.0	1.00	1,500.00
WRECO - Sub consultant	EACH	11,940.0	1.00	11,940.00
Subtotal for 01.A2.02 - Task 2.2 Environmental				13,440.00
Task 01.A3.02 - Task 3.2 Final Design				
Bender Rosenthal - Sub Consultant	EACH	36,750.0	1.00	36,750.00
Subtotal for 01.A3.02 - Task 3.2 Final Design				36,750.00
				Subtotal for 01
				Grand Total
				88,012.00

COUNTY of MARIPOSA



Doug Wilson
Interim Director

4639 Ben Hur Road
Mariposa, CA 95338
Phone: (209) 966-5356
Fax: (209) 966-282

DEPARTMENT OF PUBLIC WORKS

Divisions of:

Administration
Cemeteries
Design & Construction
Facilities
Roads
Transportation

Airport
County Surveyor
Engineering
Parks & Rec.
Solid Waste
Fleet Maintenance

September 16, 2014

TO: Willdan Engineering
2240 Douglass Blvd., Suite 270
Roseville, CA 95611

PROJECT NAME: Usona Road Bridge, Tip Top Road Bridge and Bridge Preventative Maintenance Program

PROJECT NO.:

CONTRACT NO. 15-008, 15-010 and 15-013

COPIES	DESCRIPTION
1 of each	Professional Services Agreement

TRANSMITTED AS CHECKED BELOW:

☐ Review	☐ As Requested
☐ Approval	☐ Comments
☐ Sign & Return	☒ File
☐ Action	☐ FYI
☐ Reply	☐ Other: Cert of Insurance and W-9

REMARKS.

COPY TO:

BY: Darleen Peterson
Darleen Peterson, Office Technician



MARIPOSA COUNTY

Board of Supervisors



Agenda Item – No Resolution Requested

MEETING: September 10, 2024
TO: The Board of Supervisors
FROM: Danielle Bondshu, Clerk of the Board
RE: Handouts Received During Departmental Presentations at the September 10th, 2024, Meeting

RECOMMENDATION AND JUSTIFICATION

Handouts Received During Departmental Presentations at the September 10th, 2024, Meeting

- Northern History Center and Coyote Fest Handouts from Maryanne Huff

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board on occasion, recieved handouts.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

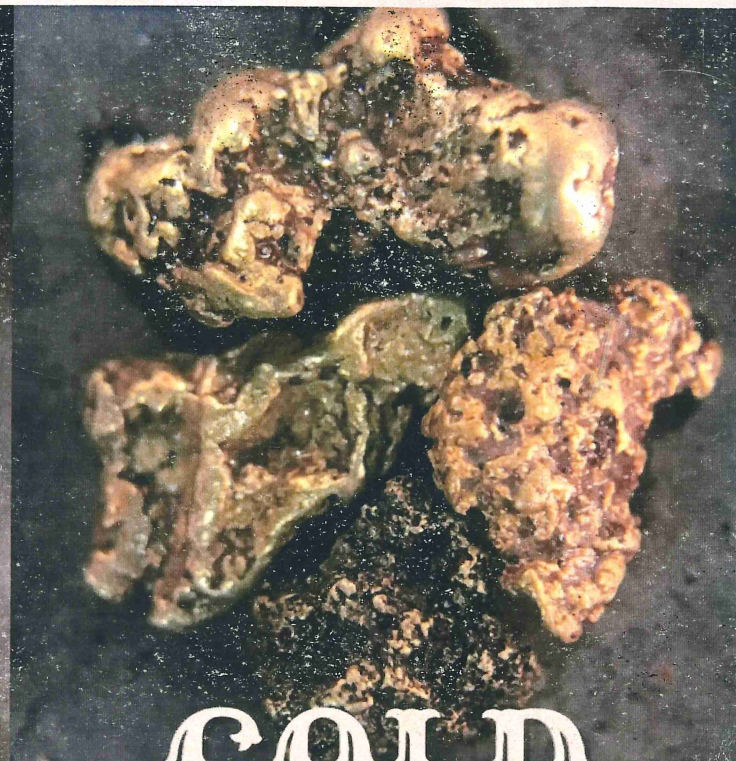
None.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. Coulterville



GOLD PANNING

SAT & SUN 11AM-3PM - STARTING SEPT 2024

NORTHERN MARIPOSA COUNTY HISTORY CENTER

10301 HWY 49 - COULTERVILLE, CA 95311

SHOW AND TALKS

ANNUAL
COYOTE FEST
COULTERVILLE CALIFORNIA

HOWL OF A GOOD TIME

4TH WEEKEND
OF SEPTEMBER

COYOTEFEST.ORG

BENEFITING THE NORTHERN
MARIPOSA COUNTY HISTORY CENTER

EST 1951
HOTEL JEFFERY

HOWL
THE
KIDS
CIRCLE

PARADE
STREET
CORNERS
COUNTRY



MARIPOSA COUNTY

Board of Supervisors



Agenda Item – No Resolution Requested

MEETING: September 10, 2024
TO: The Board of Supervisors
FROM: Joe Lynch, County Administrative Officer
RE: **CLOSED SESSION:** Public Employment: Title: County Counsel

RECOMMENDATION AND JUSTIFICATION

CLOSED SESSION: Public Employment: Title: County Counsel

☐ CONFERENCE WITH LEGAL COUNSEL:

☐ Existing Litigation:

☐ Disclosure will jeopardize existing settlement negotiations.

☐ Anticipated Litigation

☐ Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.

Number of cases to be discussed:

☐ Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.

Number of cases to be discussed:

☐ CONFERENCE WITH COUNTY LABOR NEGOTIATOR

Name of Employee Organization:

Name of County Designated Representative:

Title(s) of unrepresented individuals with whom negotiations are being conducted:

☒ PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED: County Counsel
(Government Code Section 54957 (b) (1))

☐ PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Position of employee under review: (Government Code Section 54954.5)

☐ PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (Government Code Section 54954.5)

☐ CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Description of real property:

Agency negotiator:

Closed session will concern: () price; () terms of lease/purchase.

[] THREAT TO PUBLIC SERVICE FACILITIES

Name of the law enforcement agency involved:

Title of officer of a law enforcement agency:

[] LICENSE/PERMIT DETERMINATION

License or Permit applied for:

Number of license or permit applicants:

Name of applicant(s):

BACKGROUND AND HISTORY OF BOARD ACTIONS

Not Applicable

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Not Applicable

FINANCIAL IMPACT

Not Applicable

ATTACHMENTS

None