Mariposa County

P.O. Box 784, Mariposa, CA 95338 (209) 966-3222
5100 Bullion Street
http://www.mariposacounty.org/

MILES MENETREY, CHAIR	**DISTRICT V**
ROSEMARIE SMALLCOMBE, VICE-CHAIR	**DISTRICT I**
SHANNON POE	**DISTRICT II**
DANETTE TOSO	**DISTRICT III**
WAYNE FORSYTHE	**DISTRICT IV**

BOARD OF SUPERVISORS
ACTION SUMMARY MINUTES
DECEMBER 3, 2024

A. 9:00 AM Called to Order and Roll Call

Chair Menetrey called the meeting to order.

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	Present	9:00 AM

B. Pledge of Allegiance

Chair Menetrey led the pledge.

C. Introductions

None.

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

Chair Menetrey read the consent agenda note and further noted that CA. 10 and CA. 16 required a 4/5th vote.

Public comment was received by Kristin Lowrey who expressed concern for CA. 30. She noted this item did not go through a procurement procedure further expressing that there seems to be no consistency with County's process for procurement.

Jacob Hawley/Visitors Center thanked the Board for working with them on managing the visitors center. He noted that they have 1500 reservations and that they have helped with the emergency center when there is a fire. He wanted to thank the Board for their support.

Barbara Hayes/RCRC noted there is an item that is requesting approval for a letter of support. Chair Menetrey stopped her and noted it would be taken up separately.

Supervisor Smallcombe commented on CA. 3, requesting that the Board receive the written figures, otherwise known as KPIs. She would appreciate that. She then commented on CA. 24, noting they are linked (edit CA. 25), and were part of a bigger conversation to satisfy a statutory requirement. Steve Engfer/Planning Director, came up, noting it's part of a larger picture. He noted this is for permit-ready Accessory Dwelling Units (ADUs). He noted the plans gallery and the background is the ADU workbook. He then further discussed the project. Polina Pivak/Housing Specialist, noted they are working on incentive programs and a proper tracking program for ADUs. She noted that their department received a grant for the Missouri Gulch property. She noted they are working on a density bonus and are working on more housing opportunities. Supervisor Smallcombe thanked them both for their explanation but noted there was more. She expressed that the public needed to be able to provide input as there have been significant adjustments to activities on residential property. She then moved on to CA. 27 and noted there is movement with the Historic Sites and Records Preservation Committee (HSRPC), but noted the item did not mention the Planning Commission. Ms. Pivak noted that the Planning Commission would be involved and that the Planning Commission and Board of Supervisors would be involved as approval authorities. She noted as part of their robust engagement, they would be speaking with the Planning Commission.

Supervisor Poe commented on CA. 21 noting he is trying to figure out the difference. Shannon Hansen/Public Works and Transportation Director noted this is part of the highways. She noted it is two different contract for two different bridges. Director Hansen noted they need to obtain the right of ways. She didn't want to give a time frame as Darrah bridge took nearly 20 years.

Supervisor Smallcombe commented on CA. 35, noting she was excited to see this. Director Hansen noted it was a game changer and is the backbone as they can monitor the sites from their computers. She further noted this was funded through ARPA.

Chair Menetrey commented on CA. 6 thanking the committees for submitting their minutes, further nothing there was a time when the Board didn't receive them at all.

Joe Lynch/County Administrative Office commented on CA. 30, stating that the contract for Heritage House did not go out for the proposal. He noted that in early 2025, they will be doing RFPs for all partner agreements, including 3-year agreements.

Chair Menetrey noted there was consensus on removing CA.5 for further discussion.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

CA1. **Health and Human Services Agency**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Administration**

Receive the List of Recent Budget Actions Approved by the County Administrative Officer (CAO) and

County Auditor in September and October 2024 Pursuant to California Government Code Sections 29125 and 29130 and the County Budget Control and Fiscal Management Policy

CA3. **Administration**

Approve a One-Year Agreement with the Mariposa County Chamber of Commerce in the Amount of $210,461 for Operation of the Mariposa Visitor Center; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA4. **Board of Supervisors**

Ratify a Letter of Support for the Passage of Senate Bill (SB) 2581, the Secure Rural Schools Reauthorization Act of 2023 (Supervisor Smallcombe)

CA6. **Clerk of the Board**

Receive Minutes of the Committees Established by the Mariposa County Board of Supervisors Pursuant to Resolution 22-115, Section 10.2

CA7. **Clerk of the Board**

Receive the List of Software as Service License Agreements Entered into by the County Administrative Officer (Purchasing Agent) Pursuant to Resolution 22-116 Entered Into, Received, and Processed in October and November 2024

CA8. **Clerk of the Board**

Receive the List of Agreements Entered into by the County Administrative Officer (CAO) (Purchasing Agent) Pursuant to County Code Chapter 3.08, Entered into, Received and Processed in October and November of 2024

CA9. **Clerk of the Board**

Receive the List of Agreements Entered into by the Mariposa County Department Heads (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in October and November 2024

CA10. **Fire**

Accept Grant Award from the 2023 CAL FIRE Wildfire Prevention Grant in the Amount of $2,075,922.02; Approve Budget Action Increasing Revenue and Appropriations in the Public Works Department Budget to Recognize the Grant Funds ($2,075,922.02) (4/5ths Vote Required); Authorize the Board of Supervisors Chair to Sign the Grant Agreement and Any Amendment (Subject to Approval as to Legal Form by County Counsel); and Authorize the Director of Public Works to Sign Any Subsequent Documents Related to the Grant (Subject to Approval as to Legal Form by County Counsel)

CA11. **Fire**

Accept Grant Award from the Volunteer Fire Capacity Grant for $14,730; Approve the Grant Agreement with the California Department of Forestry and Fire Protection (CAL FIRE); and Authorize

the Board of Supervisors Chair to Sign the Agreement and Any Subsequent Documents Related to the Grant (Subject to Approval as to Legal Form by County Counsel)

CA12. **Health and Human Services Agency**

Approve a Memorandum of Understanding (MOU) with Kaiser Foundation Health Plan, Inc, for Coordination with the Local Health Jurisdiction; and Authorize the Board of Supervisors Chair to Sign the MOU

CA13. **Health and Human Services Agency**

Approve a Memorandum of Understanding (MOU) with Kaiser Foundation Health Plan, Inc, for Substance Use Disorder Services Coordination; and Authorize the Board of Supervisors Chair to Sign the MOU

CA14. **Health and Human Services Agency**

Approve First Amendment with Patton Air Conditioning in the Amount of $115,000 for Maintenance and Repair; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA15. **Health and Human Services Agency**

Approve Future of Public Health Funding Annual Certification Agreement #FoPH-025 for FY 24/25 in the Amount $393,555; and Authorize the Health and Human Services Agency Director to Sign the Annual Certification and Any Subsequent Amendments (Subject to Approval as to Legal Form by County Counsel)

CA16. **Health and Human Services Agency**

Adopt a Resolution of Intention to Approve Allocations for Housing Funds from the Housing and Community Development (HCD); and Approve the Budget Action Increasing Revenue and Appropriations in the Social Services Budget Receiving Unanticipated Revenue ($22,792) (4/5ths Vote Required)

CA17. **Health and Human Services Agency**

Approve a Memorandum of Understanding (MOU) with Mariposa County Health and Human Services Agency (HHSA), Mariposa County Sheriff's Office (MCSO), Mariposa County Probation, and Alliance for Community Transformations (Heritage House) to Support the Jail Based Services; and Authorize the Board of Supervisors Chair to Sign the MOU

CA18. **Health and Human Services Agency**

Approve the Grant Agreement 25B-3021 with the Department of Community Services and Development (CSD) in the Amount of $507,927 to Provide Energy Assistance Payments through the Low Income Home Energy Assistance Program (LiHEAP); Authorize the Board of Supervisors Chair to Sign the Grant Agreement and All Subsequent Amendments (Subject to Approval as to Legal Form by County Counsel); and Authorize the Health and Human Services Agency Director to Sign Certifications (Subject to Approval as to Legal Form by County Counsel)

CA19. **Health and Human Services Agency**

Approve First Amendment with Berliner Cohen, LLP Increasing the Amount by $25,000 for a New Amount Not to Exceed $175,000 for Legal Services and Rate Schedule Increase; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA20. **Health and Human Services Agency**

Approve a Memorandum of Understanding (MOU) with the Mariposa County Unified School District (MCUSD) for Kindergarten Oral Health Assessments; and Authorize the Board of Supervisors Chair to Sign the MOU

CA21. **Health and Human Services Agency**

Approve the Grant Agreement with Amador Tuolumne Community Action Agency in the Amount of $23,517 for the Rapid Re-Housing Services Grant 23-ESG-18030; and Authorize the Board of Supervisors Chair to Sign the Grant Agreement

CA22. **Health and Human Services Agency**

Approve a Letter of Commitment for the County Medical Services Program (CMSP) Healthcare Infrastructure Development (HID) Matching Grant Program; and Authorize the Board of Supervisors Chair to Sign the Letter

CA23. **Health and Human Services Agency**

Adopt a Resolution Recognizing Christy McCarthy Upon her Retirement as Social Worker Supervisor in the Health and Human Services Agency

CA24. **Planning**

Approve the Historic Sites and Records Preservation Commission (HSRPC) Statement on the Value of Protecting and Preserving Mariposa County's Documentary Heritage and Recommendations

CA25. **Planning**

Approve a Three Year Service Agreement with Baird Diskell Abrams Community Planning for Use of the Accessory Dwelling Unit (ADU) Accelerator Plans Gallery; and Authorize the Planning Director to Sign the Agreement

CA26. **Planning**

Authorize the Board of Supervisors Chair to Sign All Grant Documents for the Sierra Growth Council's Transformation Climate Communities Project Development Grant #SGC23128; and Authorize the Planning Director to Act as a Delegated Authorized Signatory for Grant Reports and Invoices (Subject to Approval as to Legal Form by County Counsel)

CA27. **Planning**

Adopt a Resolution Accepting the National Endowment for the Arts Our Town Grant Funds; and Approve Budget Action Increasing Revenue and Appropriations in the Planning Department Budget to

Recognize the Grant Funding ($75,000) (4/5ths Vote Required)

CA28. **Planning**

Approve Two Agreements to Purchase Real Property in the Amount of $5,000 each for a total of $10,000 for Permanent Easements on the Mariposa Creek Parkway through APN 013-230-054 and APN 013-230-021; and Authorize the Public Works Director to Sign the Agreements and Accept the Easements

CA29. **Probation**

Approve the Submittal of a Grant Application to Assist in Providing Access and Transferring Health (PATH) Capacity-Building Funds to Support the Justice Involved Re-entry Initiative Round 3, which would Support the Planning and Implementation of Targeted Pre- and Post-Release Services to Individuals in State Prisons, County Jails, and Youth Correctional Facilities: and Authorize the Probation Chief to Sign the Application

CA30. **Probation**

Approve an Agreement with Alliance for Community Transformations (Heritage House) for Client Programming and Drop-in Center Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA31. **Public Works**

Approve a Sixth Amendment for a Name Change from Quincy Engineering to Consor North America, Inc.; Extend the Term of the Agreement to December 31, 2027 for Dogtown Road Over Maxwell Creek Bridge Replacement (40C0038); and Authorize the Board of Supervisors Chair to Sign the Amendment

CA32. **Public Works**

Approve a Sixth Amendment for a Name Change for Quincy Engineering to Consor North America, Inc.; Extend the Term of the Agreement to December 31, 2027 for Dogtown Road over Maxwell Creek Bridge (40C0039); and Authorize the Board of Supervisors Chair to Sign the Amendment

CA33. **Public Works**

Authorize the Public Works Director to Waive the Encroachment Permit Fee of $206 for the Lush Meadows Lights Event on December 13, 2024, from 5:30 PM to 8:30 PM

CA34. **Public Works**

Approve an Agreement with Williams Excavation, Inc. for the Installation of the Indian Peak Temporary Bridge in the Amount Not to Exceed $130,364; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA35. **Public Works**

Approve an Agreement with Aqua Sierra Controls, Inc. for Software Replacement and Programming Services at Lake Don Pedro and Yosemite West Wastewater Treatment Plants in the Amount Not to Exceed $221,270; and Authorize the Board of Supervisors Chair to Sign the Agreement

E. Items removed from Consent Agenda

CA5. **Board of Supervisors**

Approve a Letter of Support for the California Public Utilities Commission (CPUC) to Set-Aside the Staff Recommendation for the Federal Fund Account (FFA) Last Mile Program Award for Mariposa County, and Instead Award the Funding to Golden State Connect Authority (GSCA) for the Execution of their Proposed Open Access, Last Mile, Municipal Fiber Network; and Authorize the Board of Supervisors Chair to Sign the Letter (Supervisor Menetrey)

Supervisor Smallcombe requested that this item be pulled. It was pulled by consensus. Supervisor Smallcombe noted that she has an issue with the concept of spending funds. She noted several items over the last year and further noted that she is concerned with the concept. She noted that she felt that this would be setting up a competitor to STI.

Public comment received by Barbara Hayes/RCRC thanked Supervisor Smallcombe for her comments and her involvement. She wanted to address the area of concern, whether it's underground or aerial, that they would get much of the system underground and noted they would work with Mariposa County to get it done. She noted they will work with the engineering team to get whatever underground is possible. In response to Supervisor Smallcombe, Ms. Hayes note they would not be co-locating with Sierra Tel, but would welcome the opportunity.

Further discussion ensued.

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

F. Departmental Presentation

Steve Engfer updated the Board, noting that the upcoming Friday would be the Planning Commission's Planning Development Code Workshop. He noted that they would be discussing code compliance. He then updated the Board on the implementation of the permit center.

Ira Jones/4-H Program Co-Ordinator noted 4-H is a positive youth development program. He noted they may have seen projects such as the field of service. He then updated the Board and the public on upcoming events.

Barbara Cone/Fire Safe Council thanked the board for Title 3 funding. She noted they slice the pie so our community members can purchase the required equipment. She wanted to show that the money given supports the economy. She noted that the Bumgardner Fuel Ridge, 670K, was funded. Storm damage clean up. She gave the Clerk of the Board a chart for the Board members. She talked about the projects on the list and discussed the returns from them. In response to Supervisor Poe, Ms. Coan noted they completed Wagoner Ridge in North County. Supervisors Forsythe and Toso thanked Ms. Coan.

Jeremy Briese/Sheriff thanked his staff. He noted, looking back through the year, that his staff is a group of high-caliber professionals working for the community. He noted they sacrifice to protect this community. He

then announced candidates that are in the academy, and they have more spots reserved in the March academy. He noted they have been actively recruiting, even going to Merced Junior College. Sheriff Briese gave a shoutout to the IT team, noting that the 1965 building had electrical issues that strained its systems. He noted that IT came in and saved the servers and information they held. He then announced a couple of dates, noting December 21st would be the annual Cops for Kids toy drive. He then gave a shoutout to the Sheriff's Foundation and their outside partners who helped serve 140 families Thanksgiving meals. He then highlighted all the wonderful things the Sheriff's Foundation has done for the community and the Sheriff's staff. He noted that on March 8th, 2025, it would be their annual sheriff's gala highlighting service. Sheriff Briese turned to the topic of social media and the newspaper. He noted a recent incident with a threat to a local elementary school that got spun in a different direction in the media. He noted they have good working relationships to ensure all schools are safe, and they take proactive measures.

Steve Ward/Cal Fire/County Fire gave a few updates on the State and County side. He noted that on the state side, there was nothing consistent but change, announcing that Mike Van Loben Sels/Unit Chief has transitioned to take a position in the training bureau. He noted that they are looking at a project date of December 16th to move out of fire season and move into the Amador agreement. In response to Supervisor Poe, Chief Ward noted that Cal Fire and Mariposa County greatly rely on the Fire Safe Council for their fire fuel reduction assistance. He then gave a shoutout to Public Works, especially the Fleet Division, as they are working on accessing type 6 engines. He then highlighted work that John Patton/Grant Writer, County Fire Inspector, Assistance by higher, and prevention office are doing.

G. Public Comment on Non-Agenda Items

None.

Recess Board of Supervisors

10:40 AM Chair Menetrey recessed the Board for a brief break, reconvening at 10:45 AM.

10:45 AM Chair Menetrey recessed the Board meeting again, and the Clerk of the Board read the government code announcement.

Announcement Pursuant to Government Code 54952.3

H. LOCAL TRANSPORTATION COMMISSION

10:46 AM Chair Forsythe called the Local Transportation Commission meeting to order.

Public Comment Period

None.

LTC Regular Agenda

1. **Public Works**

Approve Option Agreement for Purchase and Sale of Real Property for the Mariposa County Zero

Emission Transit Yard Project; and Authorize the Executive Director of the Mariposa County Local Transportation Commission (MCLTC) to sign the Option Agreement (Subject to Approval as to Legal Form by County Counsel)

Jeannie Morvay-Clayton/Transportation Planner gave the staff report. No public comment was received.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
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

2. **Public Works**

Approve an Agreement with Caltrans that will Allow for up to $13,000 in Reimbursements for Planning, Programming, and Monitoring (PPM) Program Activities for FY 23/24; and Authorize the Local Transportation Commission (LTC) Executive Director to Sign the Agreement (Subject to Approval as to Legal Form by County Counsel)

Jeannie Morvay-Clayton gave the staff report. No public comment was received.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District V Supervisor Miles Menetrey
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

3. **Public Works**

Approve the Master Fund Transfer Agreement (MFTA) with the State of California Department of Transportation; and Authorize the Local Transportation Commission (LTC) Executive Director to Sign the Agreement and Updated Overall Work Program Agreement (OWPA) (Subject to Approval as to Legal Form by County Counsel)

Jeannie Morvay-Clayton gave the staff report. No public comment was received.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

Adjourn LTC

10:52 AM Chair Forsythe adjourned the LTC meeting.

Reconvene as Board of Supervisors

10:52 AM Chair Menetrey reconvened the Board of Supervisor meeting.

I. Regular Agenda Items

1. **Administration**

Approve the Revision of the Reserve Firefighter II Classification, Now Titled Fire Apparatus Engineer; and Set the EH Salary from $20 to $24 per hour, Effective Immediately

Chris Ferbrache/Senior Administrative Analyst/Human Resource gave the staff report. Steve Ward gave further information on the item.

Public comment was received by Jonathan Noel/Resident asked how often they get raises.

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

2. **Administration**

Approve the Proposed Revisions to the Staff Development Coordinator - Health Services Division (HSD) Classification, Now Titled Staff Development Coordinator, for Health and Human Services Agency, Effective Immediately

Chris Ferbrache gave the staff report. No public comment was received.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
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

3. **Administration**

Approve the Proposed Revisions of the Recreation Supervisor Classification in Public Works, Effective Immediately

Chris Ferbrache gave the staff report. Shannon Hansen provided further clarification.

AMENDED: To remove the language on list three on page 6: "This requirement may be waived if another division employee is trained."

RESULT:	**Adopted as Amended (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
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

4. **Clerk of the Board**

Waive the Second Reading and Adopt an Ordinance to Amend Section 2.92.04 Titled "Administrative

Powers and Duties"

Danielle Bondshu/Clerk of the Board gave the staff report. No public comment was received.

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

J. Board Information

None.

K. Closed Session

Chair Menetrey read the closed session note. No public comment was received on any item.

Steve Dahlem/County Counsel, Joe Lynch/CAO, and Danielle Bondshu/Clerk of the Board all recused themselves from the first closed session item.

11:23 AM Chair Menetrey recessed the Board into closed session.

1. **Clerk of the Board**

CLOSED SESSION: Conference with Legal Counsel: Anticipated Litigation: Significant Exposure

RESULT: CLOSED SESSION HELD

2. **Administration**

CLOSED SESSION: Conference with Labor Negotiator: Mariposa County Designated Representative (Shelline Bennett): Employee Organizations Mariposa County Deputy Sheriffs' Association (DSA) and Mariposa County Sheriffs' Management Association (SMA)

RESULT: CLOSED SESSION HELD

3. **County Counsel**

CLOSED SESSION: Public Employee Performance Evaluation: Position of Employee Under Review: County Counsel/Risk Manager (Government Code Section 54954.5)

RESULT: CLOSED SESSION HELD

Report Out

3:22 PM Chair Menetrey reconvened the meeting and reported that during the closed session, the following took place.

Closed Session Item 1: Information was received, and direction was given.
Closed Session Item 2: Information was received, and direction was given.
Closed Session Item 3: Information was received.

L. Adjournment

3:23 PM Chair Menetrey adjourned in memory of Michael Wackerman and Miriam Karen Fouch.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Miles Menetrey
Chair, Board of Supervisors

MARIPOSA COUNTY

Board of Supervisors

Local Transportation Commission LTC 24-017

MEETING: December 3, 2024

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve Option Agreement for Purchase and Sale of Real Property for the Mariposa County Zero Emission Transit Yard Project; and Authorize the Executive Director of the Mariposa County Local Transportation Commission (MCLTC) to sign the Option Agreement (Subject to Approval as to Legal Form by County Counsel)

RECOMMENDATION AND JUSTIFICATION

Approve Option Agreement for Purchase and Sale of Real Property for the Mariposa County Zero Emission Transit Yard Project; and Authorize the Executive Director of the Mariposa County Local Transportation Commission (MCLTC) to sign the Option Agreement (Subject to Approval as to Legal Form by County Counsel).

An Option Agreement for Purchase and Sale of Real Property is necessary to allow time for the County to determine if the property meets environmental requirements for the project. Pending environmental approval, the item will return to LTC for the board to consider the final purchase of real property.

On August 22, 2024, the California State Transportation Agency (CalSTA) notified staff that our allocation request for SB 125 TIRCP and ZETCP Funds was approved for the Mariposa County Zero Emission Transit Yard Project. The project will construct the first zero-emission infrastructure by Transit in Mariposa County and includes a secure yard that will contain a new charging system, solar canopy with batteries for power storage to support fleet electrification, and include the purchase of two zero-emission vans for expansion to the local Transit offerings. The allocation is scheduled to fund the project over the next four years.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On December 5, 2023, the Mariposa County Local Transportation Commission (MCLTC) approved submitting our Allocation application request to fund the Mariposa County Zero Emission Transit Yard Project. LTC #2023-026

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the Option Agreement for Purchase and Sale of Property and the project would be at risk of completion.

FINANCIAL IMPACT

None; General Funds are used for this project. The project is 100% funded by SB 125 TIRCP and ZETCP Funds.

ATTACHMENTS

1. **24.11.25 Executable Option Ritter Final**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
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

AGREEMENT ROUTING SHEET

To: ***Deanna Stickles and Malena Palmer*** **Dept.:** ***Clerk of the Board*** **Date:** 12/3/24

From: Jeannie Morvay-Clayton **Agreement with:** Thomas Ritter and Lori Ritter

Section 1: TYPE OF PROCESSING REQUESTED: *(Complete all Section 1 fields.)*

1) Is this a digital signature request? **Yes** ☑ **No** ☐ *(If No, please provide two original copies signed by the vendor.)*

2) Is this the standard County Agreement Form? **Yes** ☐ **No** ☑ *If No, please answer the following question:*

a. Has this non-standard agreement been vetted by County Counsel? **Yes** ☑ **No** ☐
(If Yes, provide approval to COB via email. If No, see the instructions below.
Non-standard agreements will NOT be processed without County Counsel's approval.)

3) Is the Certificate of Insurance attached? **Yes** ☐ **No** ☐ *If No, **DO NOT** submit until COI is received and attached.*

Section 2: VENDOR AND AGREEMENT TYPE *(Complete all Section 2 fields.)*

Vendor Signator & Title: Thomas Ritter and Lori Ritt
(Name of person signing the agreement and their title)

Vendor Email: thomasritter1965@gmail.com
(Email of signee)

For: Option Agreement for Purchase and Sale of Real Property
(Provide a brief description of the service provided or product purchased, i.e. "Police service dog training," "Annual Senior Health Fair," etc.)

Term: 12/3/2024 to 8/22/2025
(Enter beginning "to" end. 3 years or less for DH or CAO agreements.)

Is this an Amendment to an Agreement? **Yes** ☐ **No** ■
(If Yes, attach copies of all prior amendments, *AS WELL AS THE INITIAL AGREEMENT*.)
Total amendments cannot extend the term beyond five years.

Is this an Agreement for goods, supplies, or services? **Yes** ☐ **No** ☐
(If Yes, attach copies of the required competitive solicitations per the Purchasing Policy.)
<$3,000 – No solicitation required; ***$3,000-$9,999*** – Informal solicitation, two quotes; ***$10,000-$60,000 -*** Informal solicitation, three or more quotes
DO NOT submit the agreement without the solicitations attached if required.

Section 3: PURCHASING AUTHORIZATION *(Complete the appropriate Section 3 field.)*

☑ **BOARD ACTION** **CC** ID # or Res No.: 1785 Scheduled Date: 12/3/2024

☐ **PURCHASING CODE (CAO or Department Heads - County Code Chapter 3.08):**

■ $_____ **DEPARTMENT HEADS, <= $20,000 (**MCC Section 3.08.050):
(May not purchase or lease real property or storage space without the Purchasing Agent's approval.)

☐ $_____ **CAO as Purchasing Agent, <= $60,000** (MCC Section 3.08.090):
(Amount limited to what is budgeted.)

☐ **INDEMNIFICATION AGREEMENTS (Res. 05-117 and 04-346)** $_____

The below fall under the Signature Authority Policy and/or the Purchasing Policy

☐ **INTERDEPARTMENTAL AGREEMENTS** $ _____

☐ **MEMORANDUM OF UNDERSTANDING (MOU)** *No Cost* $ _____

☐ **CODE COMPLIANCE AGREEMENT** $ _____

☐ **SOFTWARE AS A SERVICE or OTHER SUBSCRIPTIONS or LICENSES** $ _____

***See next page for submitting instructions**

Digital Signatures Authorized (Res. 20-496): 08-11-2020; Signature Authority Policy (Res. 22-116): 02-15-22; Purchasing Policy Authorized (Res.22-462): 08-16-2022: Revised (Res. 23-642) 12-05-2023
Form Revision Date: 09-25-2024

SUBMITTING INSTRUCTIONS

****NOTE:** ALL agreements must be sent through the Clerk of the Boards Office. If an agreement is not properly routed, the Auditor's office will not pay the agreement. The COB is required by law to keep all County agreements.

To route, please email COBagreements@mariposacounty.org (Deanna Stickles and Malena Palmer) in the COB's Office to obtain signatures.

Any Agreement ***not*** for Board approval:

- Combine the routing slip, agreement, COI, and solicitations (if required) into ONE PDF document.
  - If using the **UNCHANGED** County agreement template, proceed with routing to the Clerk of the Board.
  - If using vendor-supplied agreements or MODIFIED County Agreement template:
    1) Email to County Counsel's Office for vetting first (without routing slip.) Steve Dahlem (sdahlem@mariposacounty.org) and Kevin Briggs (kbriggs@mariposacounty.org)
    2) After approval by County Counsel, submit to Clerk of the Board's Office WITH email or other verification of County Counsel's approval and a completed routing sheet.

BOARD Items:

- Keep the routing slip and agreement as separate PDF documents
  - **DIGITAL SIGNATURES:** Email a PDF version of the agreement (indicating the pages needing to be signed) and this routing sheet to the Clerk of the Board's Office.
  - **HARD COPIES**: Route agreements with the CivicClerk printout or sticky note with the CivicClerk ID and date it will appear before the Board via interoffice mail to Deanna and Malena in the COB's Office.

OPTION AGREEMENT
FOR PURCHASE AND SALE OF REAL PROPERTY

Ritter Property

THIS OPTION AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY ("Agreement" or "Option Agreement") is made and entered into effective as of this _____ day of _____, 2024. The "Effective Date" of this Agreement shall be the date of the latest signature of Seller or Buyer as set forth besides their signatures below. This Agreement is entered into by and between:

"Seller":
Thomas Ritter and Lori Ritter, Trustees of the Ritter Family Trust
P.O. Box 1965
Mariposa, CA 95338

"Buyer or County of Mariposa":
Mariposa County
PO Box 784
5100 Bullion St
Mariposa, CA 95338

Seller and Buyer are sometimes hereinafter independently referred to as "Party" and collectively referred to as "Parties".

RECITALS

A. Seller is the owner of fee title to that certain real property located in the County of Mariposa, State of California, comprised of approximately 2.31 acres, identified by the County Assessor as **Assessor's Parcel No. 013-011-003** and more particularly described in Exhibit A (such real property, together with all easements, rights, and privileges appurtenant thereto, is hereinafter referred to collectively as the "Property").

B. The County of Mariposa("County") is a political subdivision of the State of California.

C. County desires to buy from Seller and Seller desires to sell to County the Property subject to the terms and conditions set forth herein.

D. The Property is adjacent to the existing Health and Human Services Building. Upon purchase of the Property, County intends to build a Zero Emission Transit Yard to support its transportation services.

F. County has been selected to receive funding from the California State Transportation Agency to purchase and build the Zero Emission Transit Yard Project.

G. In consideration of County's efforts to purchase the Property with funding from the California Transportation Agency, Seller desires to grant to County, on the terms and conditions contained in this Agreement, an option to purchase the Property. County intends, but is not

obligated, to exercise this right to purchase when and if County has completed and accepted its customary due diligence and has secured funding for the purchase.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, other valuable staff time and resources expended by the Parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1) Grant of Option. Seller hereby grants to County the exclusive and irrevocable right to purchase the Property upon the terms and conditions set forth in this Agreement ("Option"). Upon County's exercise of the Option under Section 6, Seller shall convey the Property to County's on the terms and conditions set forth in this Agreement.

    a) Purchase Price. The Parties agree that the purchase price for the Property shall be $335,580.00 ("Purchase Price").

    b) Appraisal. County anticipates that funding for the Purchase Price will come from the California State Transportation Agency (the "Funder"). To facilitate this funding, County requires that the Property's fair market value be determined in an appraisal conducted by a qualified professional appraiser and meeting all requirements set forth by Funder, meeting Department of General Services (DGS) and Uniform Standards of Professional Appraisal Practice (USPAP) standards ("Appraisal"). The Parties acknowledge that the Appraisal may require approval by DGS and the Funder and agree to reasonably cooperate to secure such approval. Buyer shall be responsible for the cost of the Appraisal.

    c) Funding. The Parties acknowledge that in order to purchase the Property, County must secure the necessary funding from the Funder in the amount of the Purchase Price and any other transaction costs to be paid by County as provided herein. If funding from the Funder is not available or appropriated at or prior to the Closing, County may terminate this Agreement, and County shall have no further obligation to Seller, and such termination shall be governed by Section 5 below.

2) Option Consideration. As consideration for the Option, Seller acknowledges that County has paid to Seller upon execution of this Agreement the sum of $3,358.00. County shall have no further obligation to make any payment to Seller as Option Consideration.

3) Option Term; Extension. The term of the Option shall commence upon the Effective Date and shall expire on the earlier of (a) five o'clock p.m. (5:00 p.m.), 180 days from the Effective Date, or (b) if the Option is duly exercised by County, the Closing Date (the "Option Term"). The Option Term may be extended by mutual agreement of the Parties in writing.

4) Phase I Environmental Site Assessment and Clean Up.

    a) Phase I ESA. Within one year of the Effective Date, Buyer shall have prepared a Phase I Environmental Site Assessment ("ESA") by a qualified consultant. The cost of this report will be Buyers sole responsibility. Upon completion, Buyer shall provide a copy of the ESA to the Seller. Within thirty days of receipt, the County shall notify Seller as to whether the County will require completion of any recommendations within the ESA. Any activities

under the ESA will be referred herein as the "County's Remediation Requirements". Seller shall notify County as to which of such County's Remediation Requirements Seller will undertake before the Closing. Seller shall use best efforts to complete any of those County's Remediation Requirements it has agreed to undertake by the Closing. If (i) Seller fails to give County notice as to which of such County's Remediation Requirement(s) Seller will complete before the Closing within such thirty (30) day period (in which case it will be presumed that Seller is unable or unwilling to undertake such County's Remediation Requirements), or (ii) Seller agrees to undertake some, but not all, of County's Remediation Requirements, or (iii) before the Closing, Seller has not completed any County's Remediation Requirements to County's reasonable satisfaction, then County may, by written notice thereof to Seller:

(1) decline to exercise the Option;

(2) terminate this Agreement, before or after exercise of the Option, which shall be governed by Section 5 below; or

(3) proceed with the purchase of the Property, in which event Seller shall have no obligation to undertake or complete any incomplete County's Remediation Requirements and shall have no liability therefor.

b) Property Inspection. Following completion of any County's Remediation Requirements undertaken by Seller pursuant to Section 4(a), County shall be permitted to inspect the Property, together with all documentation resulting from the work. If the County is not satisfied with the work, it shall notify Seller and provide an opportunity to cure. If the work is still not completed to County's reasonable satisfaction, County will have the remedies set forth in Section 8(a)(1) – (3).

5) Termination. County may, at its election, terminate the Option at any time for any or no reason by delivering to Seller written notice of its election to so terminate the Option. If County elects to terminate the Option, then the Escrow, this Agreement and the rights and obligations of the Parties hereunder shall terminate as of the date of such notice, except for the obligations that expressly survive the termination of this Agreement.

6) Option Exercise. County has sole and absolute discretion to exercise the Option for any reason or no reason at all. County may exercise the Option by delivering written notice to Seller before the expiration of the Option Term, which notice shall be in substantially the same form as the Exercise Notice attached as Exhibit B (the "Exercise Notice"). The Exercise Notice shall affirmatively state that County exercises the Option and shall specify the closing date, which date shall be no later than one year after the date of the Exercise Notice (the "Closing Date"), at which time Seller shall convey good and marketable title to the to County by delivering to County a duly executed Grant Deed in the form attached hereto as Exhibit E, to be recorded on the County Official Records, and County shall convey the Purchase Price to Seller (the "Closing"). The Closing Date may be extended by the Parties by mutual agreement in writing. If County does not deliver the Exercise Notice to Seller on or before the expiration of the Option Term, then the Option shall expire and neither Party shall have any further obligation under this Agreement.

7) Escrow. County and Seller will open an escrow ("Escrow") with Inter-County Title Co., 5160 Bullion Street, Mariposa, CA 95338 ("Title Company" or "Escrow Holder") and shall deliver a signed copy of this Agreement to the Title Company. The Closing shall take place at the office of the Escrow Holder, or at such other title company or escrow holder as the parties may mutually agree, on the Closing Date.

8) Seller's Representations and Warranties. In consideration of County entering into this Agreement, Seller hereby represents and warrants to County the matters set forth below, each of which is material and is being relied upon by County, and states that these representations are true as of the date hereof and shall be true at all times between then and the Closing Date. Whenever in this Agreement a representation is limited to the "knowledge" of Seller, the Parties intend that the representation is based on the current, actual knowledge of Thomas Ritter and Lori Ritter, Trustees of the Ritter Family Trust.

   i) Authority. Seller has full right, power, and authority to enter into this Agreement and to convey the Property to County. This Agreement has been duly and validly authorized, executed, and delivered by Seller, and each of the persons signing this Agreement on behalf of Seller is authorized to do so. All of the documents executed by Seller pursuant to this Agreement and at the Closing will be duly authorized, executed, and delivered by Seller.

   ii) Other Agreements; Third Party Consents. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not conflict with or constitute a default under any of the terms, conditions, or provisions of any other agreement to which Seller is a party or by which Seller is bound. To Seller's knowledge, no default under any instrument constituting or creating any lien, encumbrance, liability, claim, right, demand, easement, covenant, condition, option, or restriction of any kind against the Property or any part thereof, is presently existing under any such instrument, and no event has occurred which, with notice or lapse of time or both, would constitute any such default. To Seller's knowledge, no consents or waivers of or by any third party are necessary to permit the consummation by Seller of the transactions contemplated by this Agreement.

   iii) No Untrue Statement. To Seller's knowledge, the representations, warranties, and statements of Seller in this Agreement or in any document, certificate, schedule, or exhibit furnished to or to be furnished to County pursuant to the terms of this Agreement, or in connection with the transactions contemplated hereunder, does not contain, and will not contain any untrue statement of material fact, nor omits or will omit a material fact necessary to make the statements of facts contained therein not misleading.

   iv) Title; Access. To Seller's knowledge, Seller has good and marketable title to the Property free and clear of all options, rights of first refusal, leases, licenses to use or occupy, profits, encroachments, liens, security interests, covenants, conditions, restrictions, rights-of-way, easements, and encumbrances of any kind or character whatsoever, except as set forth in the Preliminary Title Report, Order No. M33030issued by Inter-County Title Company dated as of November 16, 2022attached hereto as

Exhibit C and incorporated by reference (the "Preliminary Report") or as otherwise disclosed to County in writing.

v) Taxes. Except as disclosed in tax bills delivered to County, the Preliminary Report, or otherwise disclosed in writing to County, to Seller's knowledge, there are no improvement district or other assessments, special or otherwise, burdening the Property, whether or not a lien thereon; nor has Seller received notice of the establishment of any such district or assessment. Seller has no understanding or agreement with any taxing or assessing authority respecting the imposition or deferment of any taxes or assessments respecting the Property.

vi) Litigation; Eminent Domain. To Seller's knowledge, there are no condemnation, environmental, zoning, or other land use regulation proceedings, or any other actions, suits, or proceedings pending that do or would affect the Property or Seller's ability to fulfill all of its obligations under this Agreement, and Seller has no knowledge of any such threatened proceedings or litigation or any action or inaction that may result in such proceedings or litigation. There are no outstanding claims on Seller 's insurance policies relating to the Property.

vii) Storage Tanks and Dump Sites. Seller has not installed, used, or removed any underground storage tanks or dump sites in, on, under, or about the Property.

viii) Compliance with Laws. Seller has received no notice of a claim of non-compliance with any existing federal, state, or local law, ordinance, rule, regulation, or order of any governmental or quasi-governmental authority, or any licenses, permits, or other governmental approvals ("Legal Requirements") relating to the Property. Except as set forth in the Disclosure Materials (and as may apply to any of the conditions disclosed in the Disclosure Materials), and to Seller's knowledge, no governmental authority or any employee or agent thereof considers the Property to be in violation of any Legal Requirements, and to Seller's knowledge, no investigation has been commenced or is contemplated respecting any possible violation.

ix) Hazardous Substances. Except as set forth in the Disclosure Materials, Seller has not engaged in or permitted any activities upon, or any use or occupancy of the Property or any portion thereof, for the purpose of or in any way involving the handling, manufacture, treatment, storage, use, generation, release, discharge, refining, dumping, or disposal of any Hazardous Substances (whether legal or illegal, accidental, or intentional), on, under, in, or about the Property, or transported any Hazardous Substances to, from, or across the Property. To Seller 's knowledge, and except as otherwise set forth in the Disclosure Materials, (i) there are no Hazardous Substances presently deposited, stored, or otherwise located on, under, in, or about the Property, (ii) no Hazardous Substances have migrated from the Property upon or beneath other properties, and (iii) no Hazardous Substances have migrated or threatened to migrate from other properties upon, about, or beneath the Property. Except as otherwise set forth in the Disclosure Materials, Seller has not received any notice or other communication concerning any alleged violation of Legal Requirements relating to Hazardous Substances, or any notice or other communication concerning Hazardous Substances in connection with the Property. For purposes of this Agreement, the term "Hazardous

Substances" means any material or substance which now or hereafter is defined as a "hazardous substance," "hazardous waste," "hazardous material," "extremely hazardous waste," "restricted hazardous waste," or "toxic substance," or words of similar import under any applicable Legal Requirements, including but not limited to, gasoline, diesel fuel, or other petroleum hydrocarbons or materials which contain lead-based paint or other lead contamination. Notwithstanding anything to the contrary in this Agreement, Seller 's representations and warranties in this Section 9 do not extend to the conditions of the Property that have been disclosed to County in the Disclosure Materials, nor to any conditions of which Seller has no knowledge.

x) Bankruptcy. Seller is not currently insolvent, is not the subject of any insolvency, liquidation, restructuring, or reorganization proceedings, and has not (i) made a general assignment for the benefit of its creditors, (ii) filed any voluntary petition, or suffered the filing of any involuntary petition by a creditor, under any federal or state bankruptcy or insolvency law, (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of Seller's assets, (iv) admitted orally or in writing its inability to pay debts as they become due, or (v) made an offer of settlement or entered into a settlement or composition with creditors generally.

xi) Mineral/Water Rights. Seller has not sold, conveyed, transferred, or assigned any rights to the minerals and/or water located on the Property, including any rights to mining by extraction or excavation of surface or subsurface minerals including rock, sand, and gravel and any rights to water by use or distribution of surface or subsurface water sources.

xii) Timber/Plant Rights. Seller has not sold, conveyed, transferred, or assigned any rights to the trees and plants located on the Property, including any rights to harvest or cut such trees or plants.

xiii) Development Rights. Seller has not sold, conveyed, transferred, or assigned any rights to develop the Property for use either on or off the Property.

9) County Representations and Warranties. In consideration of Seller entering into this Agreement, County makes the following representations and warranties, each of which is material and is being relied upon by Seller:

i) Authority. County has the legal right, power, and authority to enter into this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly and validly authorized, executed, and delivered by County, and each of the persons signing this Agreement on behalf of County is authorized to do so. All the documents executed by County pursuant to this Agreement and at the Closing will be duly authorized, executed, and delivered by the County.

10) Covenants of Seller. Seller hereby covenants and agrees with County as follows:

a) Title and Encumbrances.

i) Termination of Marketing. Prior to the Closing, Seller shall not enter into any negotiations for sale of the Property to any party and shall not sell, convey, assign, transfer, or otherwise dispose of the Property, or any part thereof or any real property interest therein.

ii) Future Action. Prior to the Closing, without the prior written consent of County (which shall not be unreasonably withheld, conditioned, or delayed), Seller shall not take any action that may result in an alteration of the condition of title as shown in the Preliminary Report.

iii) Agreements. Prior to the Closing, without the prior written consent of County, Seller shall not make, extend, or amend any easements, leases, contracts, options, or agreements affecting the Property that would violate of the terms of the Option Agreement or would affect or bind the Property beyond the Closing or materially affect the appraised value of the Property.

b) Operation of the Property. Prior to the Closing, (a) Seller shall refrain from and shall not permit any use of the Property for any purpose or in any manner that would materially adversely affect the current condition of the Property, including without limitation as habitat for plants or animals or otherwise impair the conservation values and natural state of the Property; (b) Seller shall not grant any deed of trust or other encumbrance on title to the Property; and (c) Seller shall ensure that its use and operation of the Property is conducted and that the condition of the Property is maintained in accordance with all Legal Requirements except (i) as set forth in the Disclosure Materials and (ii) subject to the limitations on Seller's obligations with respect to Hazardous Substances, which are set forth in Section 8 above.

c) Hazardous Substances. Prior to the Closing, Seller shall not:

i) cause or permit any dumping or depositing of any materials on the Property, including, without limitation, garbage, Hazardous Substances, construction debris, or solid or liquid wastes of any kind except as may be permitted under Legal Requirements; or

ii) use, produce, process, manufacture, generate, treat, handle, store, or dispose of any Hazardous Substances in, on, or under the Property, or use the Property for any such purposes, or release any Hazardous Substances into any air, soil, surface water, or groundwater comprising the Property, or permit any person using or occupying the Property or any part thereof to do any of the foregoing except as may permitted under Legal Requirements.

d) Change in Representations. Seller shall promptly notify County of the occurrence of any fact, circumstance, condition, or event that would cause any of the representations and warranties made by Seller in this Agreement no longer to be true or accurate.

e) Governmental Notices. Seller shall deliver to County each and every notice or communication Seller receives from any governmental body relating to the Property promptly after Seller 's receipt of the same.

11) Right of Entry.

a) During the Option Term, and at County sole cost and expense, (i) County may engage consultants, surveyors, or engineers to conduct environmental studies, analyses, surveys, and appraisals of the Property as County deems necessary, and (ii) County or its agents shall have the right to enter the Property to make such tests, inspections, analyses, studies, surveys, appraisals, and other investigations of the Property as County may require. County shall hold harmless and indemnify Seller from and against any losses, claims, damages, liabilities, costs, and expenses to the extent arising from or in any way connected with injury to or the death of any person, or physical damage to any property resulting from the exercise of the rights granted to County under this Section 16, except to the extent caused by the negligence or willful misconduct of the Seller or its agents.

b) Without limiting the other provisions of this Agreement, Seller shall cooperate with County investigation of the Property and Seller agrees that County may make inquiries of governmental agencies regarding such matters, without liability to Seller for the outcome of such discussions. However, prior to any communication with governmental agencies regarding the Property, County shall provide three business days' notice to Seller, and Seller, at Seller's election, shall be entitled to have a representative participate in any telephone or other contact made by County to a governmental authority and to be present at any meeting by County with a governmental authority. Accessing and using government materials, information, websites, data, etc. is not considered "communication" for purposes of this paragraph.

c) With regard to any invasive testing of the Property, if County or its agents, employees, or contractors take any sample from the Property in connection with any such testing, County shall provide to Seller a portion of such sample being tested to allow Seller, if it so chooses, to perform its own testing. County shall permit Seller or its representative to be present to observe any testing or other inspection or due diligence review performed on or at the Property. Upon the request of Seller, County shall promptly deliver to Seller copies of any reports relating to any testing or other inspection of the Property performed by County or its agents, representatives, employees, contractors, or consultants. The results of any investigations made by County or the Funders shall be kept confidential and may not be disclosed by County to any third party, except to the Funders. County agrees to use diligent efforts to cause the Funders to keep such information confidential.

12) Title Review and Title Insurance.

a) County Title Review and Objections. During the Option Term, County may notify Seller of (i) the exceptions to title and/or issues related to the legal description of the Property to which County objects, or (ii) other matters related to the Property to which County objects, including the environmental condition of the Property ("County's Objections"). Matters set forth in the Preliminary Report to which County does not so object shall be deemed "Permitted Exceptions."

b) Seller's Cure. Within thirty (30) days after receipt of each notice of County's Objections, Seller shall notify County as to which of such County's Objection(s) Seller will remedy before the Closing. Seller shall use best efforts to remove and/or remedy any of those

County's Objections it has agreed to remove by the Closing. If (i) Seller fails to give County notice as to which of such County's Objection(s) Seller will remedy before the Closing within such thirty (30) day period (in which case it will be presumed that Seller is unable or unwilling to remedy such County's Objections), or (ii) Seller agrees to remedy some, but not all, of County's Objections, or (iii) before the Closing, Seller has not removed and/or remedied any's Objections to County's reasonable satisfaction, then County may, by written notice thereof to Seller:

(1) decline to exercise the Option;

(2) terminate this Agreement, before or after exercise of the Option, which shall be governed by Section 5 above; or

(3) proceed with the purchase of the Property, in which event Seller shall have no obligation to cure any uncured County's Objections and shall have no liability therefor.

c) Liens. In any event and notwithstanding anything to the contrary herein, on or before the Closing, Seller shall either pay in full and remove all monetary liens and encumbrances (except any statutory liens for non-delinquent real property taxes), judgments, or court actions affecting the Property ("Liens").

d) Title Policy. At the Closing, Seller shall cause Title Company to provide County with an ALTA or CLTA standard owner's policy (whichever is required by Funders) of title insurance with regional exceptions ensuring that fee title to the Property is vested in County upon the Closing, subject only to Permitted Exceptions (the "Title Policy"). Seller shall execute and deliver to Escrow Holder the Title Company's standard Owner's Title Affidavit in form reasonably acceptable to Seller on or before the Closing Date.

13) Mediation of Disputes; Defaults and Remedies.

a) Mediation. County and Seller agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally among the Parties involved.

b) Default and Cure Period.

i) Seller Default.

(1) Pre-Closing Defaults Known to County. In the event of any breach or default by Seller of any of its representations, warranties, covenants or agreements hereunder at or prior to Closing (other than the covenant to convey the Property to County), and County has knowledge of the facts constituting such breach or default prior to Closing, County's sole and exclusive remedy will be to either (i) waive any such breach or default in writing and proceed to close escrow in accordance with this Option Agreement, or (ii) terminate this Agreement and the escrow upon written notice to Seller and the Escrow Holder. County hereby waives all rights to pursue an action against Seller for specific performance of this Agreement, and/or an action against Seller for damages (including, but not limited to, an action for damages under

California Civil Code section 3300), in any circumstance referred to in this Section 13(b)(i)(1). For purposes of this Section 13(b)(i)(1), "knowledge" of County will include the knowledge of its legal counsel and consultants.

(2) Breach of Covenant to Convey. If County duly exercises the Option and Seller breaches its obligation to convey the Property to County at the Closing, County's sole and exclusive remedies will be to either (i) bring an action for specific performance against Seller to enforce the terms of this Option Agreement within sixty (60) days of the scheduled Closing Date, or (ii) terminate this Option Agreement and the escrow upon written notice to Seller and the Escrow Holder. County hereby waives the right to bring an action against Seller for damages (including but not limited to, any action for damages under California Civil Code section 3306) in the event of any default by Seller described in this Section 13(b)(i)(2).

(3) Post-Closing Claims. Following the Closing, if County acquires knowledge that Seller has knowingly, intentionally, or maliciously breached prior to the Closing any of Seller's representations, warranties, or covenants under Section 13 or 15, then County will be entitled to exercise the rights and remedies available to County at law or equity, including, but not limited to, reasonable out-of-pocket expenses related to this transaction incurred from the date of this Agreement and reasonable attorneys' fees pursuant to Section 20; provided, however, in no event shall Seller be liable for any indirect or consequential damages.

Seller and County acknowledge that they have read and understand the provisions of this Section 13(b), and by their initials immediately below, agree to be bound by its terms.

County:	Seller:
_____	_____

ii) County Default. If County defaults in its obligations hereunder and fails to cure such default within five (5) days after notice of such default from Seller and Seller, then Seller and Seller shall have the right to pursue any remedy available to it at law or equity, including the specific performance of this Agreement and damages, including, but not limited to, reasonable out-of-pocket expenses related to this transaction incurred from the date of this Agreement and reasonable attorneys' fees pursuant to Section19; provided, however, in no event shall County be liable for any indirect or consequential damages.

c) Survival. This Section 13 shall survive termination of this Agreement.

14) Deliveries to Escrow Holder.

a) By Seller. On or before the Closing Date, Seller shall deliver an original Grant Deed to the Property, duly executed and acknowledged in recordable form to the Escrow Holder.

b) By County. On or before the Closing Date, the County shall deliver the Purchase Price and any funds payable by County pursuant to Section 15 below.

c) Each Party. Each Party shall execute and deliver, or cause to be delivered, any other instruments, including proof of authority to act, as are reasonably required by the Escrow Holder and/or the other Party including, without limitation, all documents required to issue the Title Policy to County.

15) Costs and Fees. All of the costs charged by Escrow Holder for the Closing shall be paid as follows: (a) Seller and County shall pay the Owner's title insurance premium, recording fees, and the escrow fee as (50/50) fifty-fifty percent split, (b) Seller shall pay the transfer tax, and (c) all other fees shall be shared equally. County shall pay any title insurance endorsements or expanded coverage desired by County.

16) Risk of Loss.

a) Damage or Destruction. Prior to Closing, the risk of loss or damage to the Property due to any insured or uninsured casualty shall be borne by Seller. Seller shall promptly notify County of any damage to or destruction of the Property that occurs prior to the Closing, which notice shall specify whether such damage or destruction is insured. County may, in its sole and absolute discretion, by written notice to Seller given within thirty (30) days after County receives notice from Seller of such damage or destruction (a) terminate this Agreement, even if the Option has already been exercised, or (b) continue this Agreement, in which event Seller, at Seller's election, shall either restore the Property prior to the Closing Date to the extent Seller receives insurance proceeds to do so, or on the Closing Date, assign to County in a form satisfactory to County, its entire right, title and interest in and to any insurance proceeds, in an amount not to exceed the Purchase Price, which are otherwise payable to Seller in connection with such damage or destruction so that County may use such proceeds to restore the Property.

b) Condemnation. Seller shall promptly notify County of any condemnation or eminent domain proceedings ("Condemnation") that are threatened or commenced respecting the Property prior to Closing. County may, in its sole and absolute discretion, by written notice given to Seller within thirty (30) days after County receives notice from Seller of such Condemnation proceedings (a) terminate this Agreement, even if the Option has already been exercised or (b) continue this Agreement with regard to the remaining Property owned by Seller, with a proportionate reduction of the Purchase Price. Seller must notify County of any notice of Condemnation of all or any portion of the Property within 10 days after the receipt of such notice, and County must exercise its Condemnation option as provided in this Section 16(b) within 10 days after receipt of such notice. If necessary, the Closing Date will be extended to give County the full 10-day period to make such election.

17) Notices. All notices or other communications required or permitted under this Agreement shall be in writing and shall be personally delivered or sent by registered or certified mail, return receipt requested, postage prepaid, or by a nationally recognized overnight courier, such as FedEx, with charges prepaid for next business day delivery, addressed to the Parties as follows:

If to Buyer:	Board Chair Mariposa County Board of Supervisors PO Box 784 Mariposa, Ca 95338
If to Seller:	Thomas Ritter and Lori Ritter, Trustees of the Ritter Family Trust, PO Box 1965 Mariposa, CA 95338 Thomasritter1965@gmail.com

The Parties shall also send a courtesy copy of any written communication via email.

The date of any notice or communication shall be the date of receipt of the hard copy (provided that rejection or other refusal to accept or the inability to deliver because of a change in address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request, or communication sent), or the date the receiving Party confirms receipt of the courtesy email. Any Party may change its address for notice by giving notice to the other Party in accordance with this Section 18.

18) Brokers.

a) Seller. Seller hereby discloses their relation with a Real Property agent that is representing the selling in this transaction and is further described in the "Disclosure Regarding Real Estate Agency Relationship" attached hereto as Exhibit F.

b) The County. County hereby represents and warrants to Seller that County has not incurred any obligation to any finder or real estate broker or salesperson with respect to the Option or the conveyance of the Property. If any person asserts a claim for a brokerage commission or finder's fee based upon any statement or representation or agreement made by County, County shall indemnify, defend, and hold Seller harmless from and against any and all losses, costs (including reasonable attorneys' fees and costs), claims, damages, liabilities or causes of action with respect to such claim. County's obligations under this Section 19(b) shall survive the Closing and recording of the Grant Deed for a period of two years.

19) Legal Fees. If any legal action is brought by either Party to enforce any provision of this Agreement or is based upon any matter arising out of or related in any way to this Agreement, the prevailing Party shall be entitled to recover from the other Party reasonable attorneys' fees and court costs in such amounts as shall be allowed by the court, subject to the limitations set forth in Section 15 above. This Section shall survive the Closing (or any earlier termination of this Agreement) for a period of three years.

20) Assignment. This Agreement will inure to the benefit of and be binding on the Parties and their respective successors and assigns.

21) Miscellaneous.

a) Survival of Covenants. The covenants, representations and warranties, and indemnification obligations of both County and Seller set forth in this Agreement, including, but not limited to, the representations and warranties contained in Section 8 and 9 and the covenants contained in Section 10, shall survive the termination of this Agreement, the Closing Date, and recordation of the Grant Deed for a period of three years.

b) Required Actions of County and Seller. The Parties will cooperate in good faith to consummate the transaction contemplated. Without limiting the foregoing, County and Seller agree to execute such instruments and documents and to diligently undertake such actions as may be required in order to consummate the transaction herein contemplated, including, but not limited to, the recordation of the Grant Deed to the Property if County exercises the Option.

c) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. This Agreement may be executed by a party's signature transmitted by electronic mail in DocuSign, Adobe Sign, or pdf format ("pdf"), and copies of this Agreement executed and delivered by means of DocuSign, Adobe Sign, or pdf signatures shall have the same force and effect as copies hereof executed and delivered with original signatures. The Memorandum of Option Agreement required by Section 22(k) shall be notarized and executed with original signatures.

d) Captions. Any captions to, or headings of, the paragraphs or subparagraphs of this Agreement are solely for the convenience of the Parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

e) No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties hereto, to any person or entity other than the Parties hereto. There are no third-party beneficiaries to this Agreement.

f) Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

g) Applicable Law. This Agreement shall be governed by and construed in accordance with California law.

h) Fees and Other Expenses. Except as otherwise provided herein, each of the Parties shall pay its own fees and expenses in connection with this Agreement.

i) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, successors, and assigns.

j) Joint and Several Liability. If two or more individuals sign this Agreement as Seller, the liability of each such individual to perform Seller's obligations hereunder shall be deemed to be joint and several, and all notices, payments, and agreements given or made by, with or to any one of such individuals shall be deemed to have been given or made by, with, or to all of them. In like manner, if Seller shall be a trust, the members of which are, by virtue of statute

or federal law, subject to personal liability, then the liability of each such member shall be joint and several.

k) Memorandum of Option Agreement. Within five (5) business days following the execution of this Agreement, County and Seller shall execute, in recordable form, a Memorandum of Option Agreement in the form attached hereto as Exhibit D, together with instructions to the Title Company to record the same in the County upon County's instruction.

l) Construction. This Agreement shall be construed according to the fair meaning of its language. The rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement. Unless the context clearly requires otherwise: (a) the plural and singular shall each be deemed to include the other; (b) the masculine, feminine, and neuter genders shall each be deemed to include the others; (c) "shall," "will," or "agrees" are mandatory, and "may" is permissive; (d) "or" is not exclusive; (e) "include," "includes," and "including" are not intended to be restrictive, and lists following such words shall not be interpreted to be exhaustive or limited to items of the same type as those enumerated; and (f) "days" means calendar days, except if the last day for performance occurs on a Saturday, Sunday, or any legal holiday, then the next succeeding business day shall be the last day for performance.

m) Severability. If any provision of this Agreement shall be held to be unenforceable or invalid for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the Parties to the extent possible. In any event, all other provisions of this Agreement shall be deemed valid and enforceable to the fullest extent.

n) Exhibits and Schedules. The following Exhibits are attached hereto and incorporated by reference into this Agreement:

Exhibit A — Legal Description of Property
Exhibit B — Exercise Notice
Exhibit C — Preliminary Title Report
Exhibit D — Memorandum of Option
Exhibit E — Form of Grant Deed
Exhibit F — Disclosure Regarding Real Estate Agency Relationship
Exhibit G — Vacant Land Purchase Agreement and Joint Escrow Instructions, Buyer's Vacant Land Additional Inspection Advisory, Possible Representation of More than One Buyer of Seller, Fair Housing and Discrimination Advisory, Wire Fraud and Electronic Funds Transfer Advisory, California Consumer Privacy Act Advisory, Seller Payment(concession) for Buyer's Broker's Compensation.

o) Entire Agreement. This Agreement and the Exhibits attached hereto supersede any prior agreements, negotiations, and communications, oral or written, and contain the entire agreement between County and Seller as to the subject matter hereof. The terms of this Agreement may not be modified or amended, except by a writing executed by both County and Seller.

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Option Agreement on the dates set forth under their respective signatures below.

County :

COUNTY of MARIPOSA
a political subdivision of the State of California

_____
Shannon Hanson
Executive Director
Local Transportation Commission

Date: _____

Seller:
Thomas Ritter and Lori Ritter, Trustees of the Ritter Family Trust

_____
Thomas Ritter

Date: _____

_____
Lori Ritter

Date: _____

APPROVED AS TO FORM:

_____
Steven W. Dahlem
County Counsel

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

The land referred to in this report is situated in an unincorporated area known as Mariposa, the County of Mariposa, State of California, and is described as follows:

A TRACT OF LAND SITUATED IN A PORTION OF PROJECTED SECTION 15, TOWNSHIP 5 SOUTH, RANGE 18 EAST, M.D.B.&M., RANCHO LAS MARIPOSAS, MARIPOSA COUNTY, STATE OF CALIFORNIA, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERNMOST CORNER OF THAT CERTAIN REAL PROPERTY CONVEYED TO DAVID A RADANOVICH AND HEIDI Y. RADANOVICH, TRUSTEES AND MARK A. RADANOVICH AND CHRISTINE D. RADANOVICH BY GRANT DEED RECORDED September 15, 1994 AS DOCUMENT NO. 944827, MARIPOSA COUNTY OFFICIAL RECORDS, THENCE S.49° 16' 24" W., ALONG THE SOUTHEASTERLY LINE OF SAID CERTAIN REAL PROPERTY FOR 326.82 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 175.00 FEET, TO SAID POINT A RADIAL LINE BEARS S.67° 23' 33" W; THENCE LEAVING THE SOUTHEASTERLY LINE OF SAID CERTAIN REAL PROPERTY, NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 07° 49' 47", AN ARC DISTANCE OF 23.91 FEET TO THE POINT OF TANGENCY; THENCE N.14° 46'40" W., FOR 45.00 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 55° 40' 13", AN ARC DISTANCE OF 170.04 FEET TO THE POINT OF TANGENCY; THENCE N.70° 26' 53" W., FOR 57.27 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE COUNTY OF MARIPOSA BY ROAD DEED RECORDED December 8, 1954 IN VOLUME 48 OFFICIAL RECORDS AT PAGE 535. MARIPOSA COUNTY RECORDS, THENCE N.31° 31' 20" E., ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL OF LAND, FOR 72.00 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID CERTAIN REAL PROPERTY, THENCE N.62° 04' 19" E., ALONG THE NORTHWESTERLY LINE OF SAID CERTAIN REAL PROPERTY, FOR 272.09 FEET TO THE NORTHERNMOST CORNER THEREOF; THENCE S.40° 15' 09" E., ALONG THE NORTHEASTERLY LINE OF SAID CERTAIN REAL PROPERTY, FOR 237.37 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

TOGETHER WITH ALL THAT CERTAIN REAL PROPERTY CONVEYED TO DAVID A. RADANOVICH AND HEIDI Y. RADANOVICH, TRUSTEES AND MARK A. RADANOVICH AND CHRISTINE D. RADANOVICH BY GRANT DEED RECORDED September 26, 2003 AS DOCUMENT NO. 2036913, MARIPOSA COUNTY OFFICIAL RECORDS, SAID CERTAIN REAL PROPERTY BEING DESCRIBED IN SAID GRANT DEED AS FOLLOWS:

THAT PORTION OF LOT 4 AS SHOWN ON THAT MAP OF MARI PLAZA, MAP NO. 2493, MARIPOSA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT 4; THENCE N.69° 24' 31" E., ALONG THE NORTHERLY LINE OF SAID LOT 4, 154.11 FEET; THENCE S.05° 13' 29" E., 79.49 FEET; THENCE S.09° 32' 52" E., 190.10 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 4; THENCE N.40° 45' 00" W., ALONG SAID SOUTHWESTERLY LINE 280.40 FEET TO THE POINT OF BEGINNING.

ALSO TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR PUBLIC ROAD AND UTILITY PURPOSES ON, OVER, ACROSS AND UNDER A STRIP OF LAND SITUATED IN A PORTION OF SAID CERTAIN REAL PROPERTY, SAID STRIP OF LAND HAVING A UNIFORM WIDTH OF 30.00 FEET, THE NORTHEASTERLY LINE OF SAID STRIP OF LAND BEING THE SOUTHWESTERLY LINE OF THE HEREIN DESCRIBED TRACT OF LAND.

RESERVING THEREFROM, AS AN APPURTENANCE TO THE REMAINING LANDS OF THE GRANTOR, OR ANY PORTION THEREOF, AND TO ALL THAT CERTAIN PARCEL OF LAND CONVEYED TO DAVID ANTHONY RADANOVICH AND HEIDI YVONNE RADANOVICH, TRUSTEES BY GRANT DEED RECORDED December 27, 2004 AS DOCUMENT NO. 2048031, MARIPOSA COUNTY OFFICIAL RECORDS, OR ANY PORTION THEREOF, A NON-EXCLUSIVE EASEMENT FOR PUBLIC ROAD AND UTILITY PURPOSES ON, OVER, ACROSS AND UNDER A STRIP OF LAND SITUATED IN A PORTION OF SAID CERTAIN REAL PROPERTY, SAID STRIP OF LAND HAVING A

UNIFORM WIDTH OF 30.00 FEET, THE SOUTHWESTERLY LINE OF SAID STRIP OF LAND BEING THE SOUTHWESTERLY LINE OF THE HEREIN ABOVE-DESCRIBED TRACT OF LAND.

Assessor's Parcel No. 013-011-003

EHXIBIT B

EXERCISE NOTICE

Date:_____

VIA _____ [Use manner of delivery of notice specified by Option Agreement]
_____
_____

Re: ExerciseNotice / Assessor's
Parcel No**. 013-011-003**

Dear Sir or Madam:

We refer to that certain Option Agreement dated as of _____, 2024 (the "Option Agreement") between Thomas and Lori Ritter, Trustees of the Ritter Family Trust("Seller") and Mariposa County ("County") for the above-described property (the "Property"). All terms used but not defined in this notice shall have their respective meanings set forth in the Option Agreement.

Under the Option Agreement, County has an option to acquire the Property, upon all of the terms, covenants, and conditions of the Option Agreement. In accordance with Section 10 of the Option Agreement, County hereby exercises its option to require Seller to convey the Property to County. Please execute and deliver to the Title Company one notarized original of the Grant Deed to the Property at least 5 business days prior to Closing. The Closing Date shall occur on a date selected by County, which shall be on or before the date that is no more than one (1) year after the date of this notice. During the period between the date of this Notice and the Closing Date, County will work with you to finalize any document(s) required by the Funders, pursuant to Section 11(f) of the Option Agreement.

Although your acknowledgement of our option exercise is not necessary for our exercise to be effective, we would appreciate your courtesy in signing in the space provided below and returning the enclosed copy of this notice to acknowledge receipt of it. A stamped, self-addressed envelope is enclosed for your convenience.

Finally, if Seller contends that this notice (a) is in any way inadequate to constitute the Exercise Notice required under Section 6 of the Option Agreement, (b) has not been sent in compliance with the notice requirements of the Option Agreement, (c) has not been sent to any individual or entity to whom County is required to send notices pursuant to the Option Agreement, or (d) has not been mailed, delivered, or addressed as required by the Option Agreement, please contact the undersigned immediately in writing specifying where and/or how County has failed to comply with the requirements of the Option Agreement.

Sincerely,
Mariposa County Local Transportation Commission

By: _____

Name: Shannon Hanson
Its: Executive Director of the Local Transportation Commission
Date: _____

RECEIPT ACKNOWLEDGED:
Thomas and Lori Ritter, Trustees of the Ritter Family Trust

By: _____----------

Thomas Ritter

Date: _____

Lori Ritter

By:_____

Date: _____

EXHIBIT C

PRELIMINARY REPORT

Preliminary Report follows on next page.

Preliminary Report

Policy to be issued by Stewart Title Guaranty, insurer, through its agent

Inter-County Title Co., Tuolumne-Mariposa Division

Mail P.O. Box 838, Other 5160 Bullion Street, Mariposa CA 95338
Phone (209) 966-3653 / Facsimile (209) 742-6829
http://www.mariposaictc.com

County of Mariposa

Our File Number: **M34000**

Property Address:
Unassigned
Mariposa, CA 95338

Your reference:

In response to the above referenced application for a Policy of Title Insurance, INTER-COUNTY TITLE CO., Tuolumne-Mariposa Division, hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage of said Policy or Policies are set forth in the attached. Copies of the Policy forms should be read. They are available from the office which issued this report.

This Report (and any supplements or amendments thereto) is issued solely for the purpose of facilitating the issuance of a Policy of Title Insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a Policy of Title Insurance, a Binder or Commitment should be requested.

Please read the exceptions shown on the attached list and the exceptions and exclusions set forth in Schedule B in this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

Dated as of November 6, 2024 at 7:30 a.m.

Title Officer: Steven R. Lobaugh

SCHEDULE A

The form of policy of title insurance contemplated by this report is:

CLTA Owners Policy

The estate or interest in the land hereinafter described or referred to covered by this report is:

Fee Simple

Title to said estate or interest at the date hereof is vested in:

Thomas Ritter and Lori Ritter, Trustees of the Ritter Family Trust, dated May 3, 2011

The land referred to herein is described as follows:

SEE SCHEDULE "C" ATTACHED HERETO

SCHEDULE B

EXCEPTIONS

At the dated hereof exceptions to coverage in addition to the printed Exceptions and Exclusions contained in said policy form would be as follows:

CLTA Preliminary Report Form, Exhibit A (Rev.11-04-22) contains exclusions and exceptions from coverage and is attached hereto and made a part hereof. See the attachment for policy specific exclusions and exceptions.

. *PART I*

1. (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes of assessments on real property or by the public records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests of claims which are not shown by the public records but which could be (a) ascertained by an inspection of the land or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrances, violation, variation, easement, or adverse circumstances affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

PART II

1. TAXES:
   A. General and Special Taxes and any assessments collected therewith, including possible personal property taxes:
   Fiscal Year: 2024-2025
   Assessor's Parcel Number: 013-011-003
   Area Code: 51027
   First Installment: $ 1,968.20 Open
   Second Installment: $ 1,968.20 Open
   Assessed Values: Land $ 380,912 Improvements $ 0 Exemption $ 0
   Please contact the Tax Collector for exact amount due prior to the close of any transaction. 209-966-2621

   B. The Lien of Supplemental Taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the Revenue and Taxation code, of the State of California.

   C. Taxes and/or assessments affecting the land, if any, for Community Facility Districts including Mello Roos Districts which may exist by virtue of assessment maps or notices filed by said districts. Said taxes and/or assessments are typically collected with the County Taxes; however, some districts may remove these taxes and/or assessments from the County Taxes and assess and collect them separately.

2. Water rights, claims, or title to water, whether or not shown by the Public Records.

3. An easement affecting a portion of said land and for the purposes stated herein, and incidental purposes;
   In favor of: The Pacific Telephone and Telegraph Company
   For: Public Utility Purposes
   Recorded: July 29, 1936 in book 2 Official Records at page 413.
   Affects: specific location not of record.

4. An easement affecting a portion of said land and for the purposes stated herein, and incidental purposes;
   In favor of: Pacific Gas and Electric Company
   For: Public Utility Purposes
   Recorded: February 1, 1940 in book 7 Official Records at page 168.
   Affects: specific location not of record.

5. An easement affecting a portion of said land and for the purposes stated herein, and incidental purposes;
   In favor of: Pacific Gas and Electric Company
   For: Public Utility Purposes
   Recorded: March 14, 1940 in book 7 Official Records at page 396.
   Affects: specific location not of record.

6. The effects of that certain Development Agreement executed by Kenneth Mari, ET UX, recorded February 16, 1990 as Instrument no. 901169.
   (Affects that portion within lot 4 of Mari Plaza.)

7. An easement affecting a portion of said land and for the purposes stated herein, and incidental purposes;
In favor of: Mariposa Public Utility District
For: Public Utilities
Recorded: April 9, 1990 as Instrument no. 902499.
Affects: specific location not of record.

8. An easement affecting a portion of said land and for the purposes stated herein, and incidental purposes;
In favor of: Mariposa Public Utility District
For: Public Utility Purposes
Recorded: January 15, 1991 as Instrument no. 910214.
Affects: portion within lot 4 of Mari Plaza.

9. An easement affecting a portion of said land and for the purposes stated herein, and incidental purposes;
In favor of: Mariposa Public Utility Purposes
For: Public Utilities
Recorded: November 27, 1991 as Instrument no. 916528.
Affects: see document for specific location.

10. An easement affecting a portion of said land and for the purposes stated herein, and incidental purposes;
In favor of: Mariposa Public Utility District
For: Public Utility Purposes
Recorded: November 27, 1991 as Instrument no. 916537.
Affects: see document for specific location.

11. Notice of Assessment District 89-1, filed by Mariposa Public Utility District, recorded May 20, 1992 as Instrument no. 923376.
(Affects portion within lot 4 of Mari Plaza.)

12. An easement affecting a portion of said land and for the purposes stated herein, and incidental purposes;
In favor of: Sierra Telephone Company
For: the transmission of electrical energy for communication purposes.
Recorded: June 11, 1992 as Instrument no. 924313.
Affects: specific location not of record.

13. Notice of Assessment, District no. 1994-1, filed by Mariposa Public Utility District, recorded May 30, 1995 as Instrument no. 952387.

14. An easement affecting a portion of said land and for the purposes stated herein, and incidental purposes;
In favor of: David A. Radanovich, ET AL
For: Road and Public Utilities
Recorded: September 9, 1998 as Instrument no. 1984065.
Affects: see document for specific location.

15. A Deed of Trust to secure an indebtedness of the amount stated herein,
Dated: January 25, 2017
Amount: $193,000.00
Trustor: Thomas P. Ritter and Lori L. Ritter, as Trustees of the Ritter Family Trust, dated May 3, 2011
Trustee: Premier Valley Bank
Beneficiary: Premier Valley Bank
Recorded: January 27, 2017 as Docrument No. 20170443, Mariposa County Records

16. In connection with the Trust hereinafter referred to, this company will require that the following item be submitted for review prior to closing;
A Certification executed by all currently acting trustees, which among other things, provides the name of the trust, date of trust, the trustees required to sign and that all trustees have authorized the anticipated transaction. The trust name is:
Ritter Family Trust, dated May 3, 2011

NOTE: The only conveyances affecting the herein described property recorded during the period of 2 years prior to the date of this Report are as follows: NONE

Note: The house numbering system of Mariposa County indicates the address to the within described property is: Unassigned

Schedule C

Legal Description

All that real property situated in the State of California, County of Mariposa and described as follows:

A TRACT OF LAND SITUATED IN A PORTION OF PROJECTED SECTION 15, TOWNSHIP 5 SOUTH, RANGE 18 EAST, M.D.B.&M., RANCHO LAS MARIPOSAS, MARIPOSA COUNTY, STATE OF CALIFORNIA, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERNMOST CORNER OF THAT CERTAIN REAL PROPERTY CONVEYED TO DAVID A RADANOVICH AND HEIDI Y. RADANOVICH, TRUSTEES AND MARK A. RADANOVICH AND CHRISTINE D. RADANOVICH BY GRANT DEED RECORDED September 15, 1994 AS DOCUMENT NO. 944827, MARIPOSA COUNTY OFFICIAL RECORDS, THENCE S.49° 16' 24" W., ALONG THE SOUTHEASTERLY LINE OF SAID CERTAIN REAL PROPERTY FOR 326.82 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 175.00 FEET, TO SAID POINT A RADIAL LINE BEARS S.67° 23' 33" W; THENCE LEAVING THE SOUTHEASTERLY LINE OF SAID CERTAIN REAL PROPERTY, NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 07° 49' 47", AN ARC DISTANCE OF 23.91 FEET TO THE POINT OF TANGENCY; THENCE N.14° 46'40" W., FOR 45.00 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 55° 40' 13", AN ARC DISTANCE OF 170.04 FEET TO THE POINT OF TANGENCY; THENCE N.70° 26' 53" W., FOR 57.27 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE COUNTY OF MARIPOSA BY ROAD DEED RECORDED December 8, 1954 IN VOLUME 48 OFFICIAL RECORDS AT PAGE 535. MARIPOSA COUNTY RECORDS, THENCE N.31° 31' 20" E., ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL OF LAND, FOR 72.00 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID CERTAIN REAL PROPERTY, THENCE N.62° 04' 19" E., ALONG THE NORTHWESTERLY LINE OF SAID CERTAIN REAL PROPERTY, FOR 272.09 FEET TO THE NORTHERNMOST CORNER THEREOF; THENCE S.40° 15' 09" E., ALONG THE NORTHEASTERLY LINE OF SAID CERTAIN REAL PROPERTY, FOR 237.37 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

TOGETHER WITH ALL THAT CERTAIN REAL PROPERTY CONVEYED TO DAVID A. RADANOVICH AND HEIDI Y. RADANOVICH, TRUSTEES AND MARK A. RADANOVICH AND CHRISTINE D. RADANOVICH BY GRANT DEED RECORDED September 26, 2003 AS DOCUMENT NO. 2036913, MARIPOSA COUNTY OFFICIAL RECORDS, SAID CERTAIN REAL PROPERTY BEING DESCRIBED IN SAID GRANT DEED AS FOLLOWS:

THAT PORTION OF LOT 4 AS SHOWN ON THAT MAP OF MARI PLAZA, MAP NO. 2493, MARIPOSA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT 4; THENCE N.69° 24' 31" E., ALONG THE NORTHERLY LINE OF SAID LOT 4, 154.11 FEET; THENCE S.05° 13' 29" E., 79.49 FEET; THENCE S.09° 32' 52" E., 190.10 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 4; THENCE N.40° 45' 00" W., ALONG SAID SOUTHWESTERLY LINE 280.40 FEET TO THE POINT OF BEGINNING.

ALSO TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR PUBLIC ROAD AND UTILITY PURPOSES ON, OVER, ACROSS AND UNDER A STRIP OF LAND SITUATED IN A PORTION OF SAID CERTAIN REAL PROPERTY, SAID STRIP OF LAND HAVING A UNIFORM WIDTH OF 30.00 FEET, THE NORTHEASTERLY LINE OF SAID STRIP OF LAND BEING THE SOUTHWESTERLY LINE OF THE HEREIN DESCRIBED TRACT OF LAND.

RESERVING THEREFROM, AS AN APPURTENANCE TO THE REMAINING LANDS OF THE GRANTOR, OR ANY PORTION THEREOF, AND TO ALL THAT CERTAIN PARCEL OF LAND CONVEYED TO DAVID ANTHONY RADANOVICH AND HEIDI YVONNE RADANOVICH, TRUSTEES BY GRANT DEED RECORDED December 27, 2004 AS DOCUMENT NO. 2048031, MARIPOSA COUNTY OFFICIAL RECORDS, OR ANY PORTION THEREOF, A NON-EXCLUSIVE EASEMENT FOR PUBLIC ROAD AND UTILITY PURPOSES ON, OVER, ACROSS AND UNDER A STRIP OF LAND SITUATED IN A PORTION OF SAID CERTAIN REAL PROPERTY, SAID STRIP OF LAND HAVING A UNIFORM WIDTH OF 30.00 FEET, THE SOUTHWESTERLY LINE OF SAID STRIP OF LAND BEING THE

SOUTHWESTERLY LINE OF THE HEREIN ABOVE-DESCRIBED TRACT OF LAND.

NOTES:

California "Good Funds" Law: Effective January 1, 1990, California Insurance Code Section 12413.1 (Chapter 598, Statutes of 1989), prohibits a title insurance company, controlled escrow company, or underwritten title company from disbursing funds from an escrow or sub-escrow account, until the day these funds are made available to the depositor pursuant to Part 229 of Title 12 of the Code of Federal Regulations, (Req. CC)

Funds received by electronic wire transfer may be disbursed upon receipt. Funds received in the form of Cashier's, Certified or Teller's Checks, may be available for disbursement on the business day following the business day of deposit. Other forms of deposits may cause extended delays in closing this escrow or sub-escrow. "Inter-County Title Co., Tuolumne-Mariposa Division will not be responsible for accruals of interest or other charges resulting from compliance with the disbursement restrictions imposed by State Law."

If you have any questions concerning the requirements for "Good Funds" referred to above, please contact your appropriate escrow contact prior to closing to avoid any delays.

Note: The issuance of this report is conditioned upon payment of a cancellation fee, if for any reason, a Policy of Title Insurance is not issued in connection with this Title Order. Said fee shall be in an amount not less than the minimum charge set forth in the filed rate schedule, and is a required charge pursuant to Section 12404.1 of the Insurance Code of the Sate of California.

Privacy Policy Notice
PURPOSE OF THIS NOTICE
Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with nonaffiliated third parties unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Stewart Title Guaranty Company and Inter-County Title Co.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties permitted by law.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Stewart Title - Available Discounts

Stewart Title is pleased to inform you that upon property qualification, there are premium discounts available upon the purchase of title insurance covering improved property with a one to four family residential dwelling.

Such discounts apply to and include:

* Property located within an area proclaimed as a state or federal disaster area;
* Property purchased from a foreclosing beneficiary or successful bidder at a foreclosure sale;
* Property being refinanced.

Please talk with your escrow or title officer to determine your qualification for any of these discounts.

PORT. PROJECTED SEC. 15, T.5S., R.18E., M.D.B.&M., RANCHO LAS MARIPOSAS

(Incl. Italian Acres Subdivision)

13-010

Tax Area Code
51027
51051

1"= 200'



R.S. 1262, 1278, 1297, 2231, 2435, 2472, 2493, 2848, 2937

P.M. 19-24, 24-18, 24-39, 25-33, 30-18

NOTE–Assessor's Parcel Numbers Shown in Small Circles.

ASSESSOR'S PLATS ARE FOR GENERAL PROPERTY LOCATION AND TAX PURPOSES ONLY. THEY MAY NOT BE USED AS A BASIS FOR LEGAL PROPERTY DESCRIPTIONS.

Assessor's Map Bk.13–Pg.010
County of Mariposa, Calif.
2019

EXHIBIT D

Memorandum of Option

Recording Requested By and
When Recorded Mail To:

MARIPOSA COUNTY
C/O Board Of Supervisors
P.O. Box 784
Mariposa, CA 95338

MEMORANDUM OF OPTION
TO ACQUIRE PROPERTY

This Memorandum of Option is made on this ____ day of _____, 2024, between Thomas and Lori Ritter, Trustees of the Ritter Family Trust ("Seller") and THE COUNTY of MARIPOSA COUNTY, a political Subdivision of the State of California. ("County"), who agree as follows:

1. Seller has granted to County the option to purchase real property identified as Mariposa County Assessor's Parcel Nos., and more particularly described in EXHIBIT "A", attached hereto and incorporated herein by reference.

2. The term of the option is for a period of (180) One Hundred and Eighty days from the execution of this document.2024.

3. The option that is the subject of this Memorandum of Option is granted in accordance with an option agreement between Seller and County concerning the option property and dated _____, 2024 (Option Agreement). This Memorandum of Option is prepared for the purpose of recordation and shall not alter or affect in any way the rights and obligations of Seller and County under the Option Agreement. In the event of any inconsistency between this Memorandum of Option and the Option Agreement, the terms of the Option Agreement shall control.

[Signatures follow on next page.]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option Agreement.

County:

MARIPOSA COUNTY,
a Political Subdivision of California

By: _____
Name: Shannon Hanson
Local Transportation Commission Executive Director
Date: _____

Seller:

THOMAS AND LORI RITTER; TRUSTEES OF THE RITTER FAMILY TRUST

_____
Thomas Ritter

Date: _____

_____
Lori Ritter

Date:_____

[insert Exhibit A and Notary Acknowledgment]

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

The land referred to in this report is situated in an unincorporated area known as Mariposa, the County, State of California, and is described as follows:

A TRACT OF LAND SITUATED IN A PORTION OF PROJECTED SECTION 15, TOWNSHIP 5 SOUTH, RANGE 18 EAST, M.D.B.&M., RANCHO LAS MARIPOSAS, MARIPOSA COUNTY, STATE OF CALIFORNIA, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERNMOST CORNER OF THAT CERTAIN REAL PROPERTY CONVEYED TO DAVID A RADANOVICH AND HEIDI Y. RADANOVICH, TRUSTEES AND MARK A. RADANOVICH AND CHRISTINE D. RADANOVICH BY GRANT DEED RECORDED September 15, 1994 AS DOCUMENT NO. 944827, MARIPOSA COUNTY OFFICIAL RECORDS, THENCE S.49° 16' 24" W., ALONG THE SOUTHEASTERLY LINE OF SAID CERTAIN REAL PROPERTY FOR 326.82 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 175.00 FEET, TO SAID POINT A RADIAL LINE BEARS S.67° 23' 33" W; THENCE LEAVING THE SOUTHEASTERLY LINE OF SAID CERTAIN REAL PROPERTY, NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 07° 49' 47", AN ARC DISTANCE OF 23.91 FEET TO THE POINT OF TANGENCY; THENCE N.14° 46'40" W., FOR 45.00 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 55° 40' 13", AN ARC DISTANCE OF 170.04 FEET TO THE POINT OF TANGENCY; THENCE N.70° 26' 53" W., FOR 57.27 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE COUNTY OF MARIPOSA BY ROAD DEED RECORDED December 8, 1954 IN VOLUME 48 OFFICIAL RECORDS AT PAGE 535. MARIPOSA COUNTY RECORDS, THENCE N.31° 31' 20" E., ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL OF LAND, FOR 72.00 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID CERTAIN REAL PROPERTY, THENCE N.62° 04' 19" E., ALONG THE NORTHWESTERLY LINE OF SAID CERTAIN REAL PROPERTY, FOR 272.09 FEET TO THE NORTHERNMOST CORNER THEREOF; THENCE S.40° 15' 09" E., ALONG THE NORTHEASTERLY LINE OF SAID CERTAIN REAL PROPERTY, FOR 237.37 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

TOGETHER WITH ALL THAT CERTAIN REAL PROPERTY CONVEYED TO DAVID A. RADANOVICH AND HEIDI Y. RADANOVICH, TRUSTEES AND MARK A. RADANOVICH AND CHRISTINE D. RADANOVICH BY GRANT DEED RECORDED September 26, 2003 AS DOCUMENT NO. 2036913, MARIPOSA COUNTY OFFICIAL RECORDS, SAID CERTAIN REAL PROPERTY BEING DESCRIBED IN SAID GRANT DEED AS FOLLOWS:

THAT PORTION OF LOT 4 AS SHOWN ON THAT MAP OF MARI PLAZA, MAP NO. 2493, MARIPOSA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT 4; THENCE N.69° 24' 31" E., ALONG THE NORTHERLY LINE OF SAID LOT 4, 154.11 FEET; THENCE S.05° 13' 29" E., 79.49 FEET; THENCE S.09° 32' 52" E., 190.10 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 4; THENCE N.40° 45' 00" W., ALONG SAID SOUTHWESTERLY LINE 280.40 FEET TO THE POINT OF BEGINNING.

ALSO TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR PUBLIC ROAD AND UTILITY PURPOSES ON, OVER, ACROSS AND UNDER A STRIP OF LAND SITUATED IN A PORTION OF SAID CERTAIN REAL PROPERTY,

SAID STRIP OF LAND HAVING A UNIFORM WIDTH OF 30.00 FEET, THE NORTHEASTERLY LINE OF SAID STRIP OF LAND BEING THE SOUTHWESTERLY LINE OF THE HEREIN DESCRIBED TRACT OF LAND.

RESERVING THEREFROM, AS AN APPURTENANCE TO THE REMAINING LANDS OF THE GRANTOR, OR ANY PORTION THEREOF, AND TO ALL THAT CERTAIN PARCEL OF LAND CONVEYED TO DAVID ANTHONY RADANOVICH AND HEIDI YVONNE RADANOVICH, TRUSTEES BY GRANT DEED RECORDED December 27, 2004 AS DOCUMENT NO. 2048031, MARIPOSA COUNTY OFFICIAL RECORDS, OR ANY PORTION THEREOF, A NON-EXCLUSIVE EASEMENT FOR PUBLIC ROAD AND UTILITY PURPOSES ON, OVER, ACROSS AND UNDER A STRIP OF LAND SITUATED IN A PORTION OF SAID CERTAIN REAL PROPERTY, SAID STRIP OF LAND HAVING A UNIFORM WIDTH OF 30.00 FEET, THE SOUTHWESTERLY LINE OF SAID STRIP OF LAND BEING THE SOUTHWESTERLY LINE OF THE HEREIN ABOVE-DESCRIBED TRACT OF LAND.

Assessor's Parcel No. 013-011-003

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____) ss.

On _____, 20___, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____) ss.

On _____, 20___, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

EXHIBIT E

Form of Grant Deed

Recording requested by, and when recorded please return to, and mail tax statements to: MARIPOSA COUNTY Board of Supervisors P.O. Box 784 Mariposa, CA 95338	

APNs: (Space above this line reserved for Recorder's use)

GRANT DEED

The undersigned grantor declares:

Documentary transfer tax is $ _____
☐ computed on full value or,
☐ computed on full value less liens and encumbrances

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Thomas Ritter and Lori Ritter, Trustees of the Ritter Family Trust, dated May 3, 2011

hereby GRANTS to

THE COUNTY of MARIPOSA, a Political Subdivision of the State of California ("Grantee")

the following described real property in the County of Mariposa, State of California:

As shown on Exhibit A attached hereto and made a part of.

The conveyance by Grantor to Grantee pursuant to this Grant Deed is subject to: (i) a lien securing payment of real estate taxes and assessments; (ii) applicable zoning and use laws, ordinances, rules, and regulations of any municipality, township, county, state, or other governmental agency or authority; (iii) all matters that would be disclosed by a physical inspection or survey of the Property or that are actually known to Grantee; and (iv) all covenants, conditions, easements, restrictions, liens, encumbrances, and other exceptions of record.

Grantor: **Thomas Ritter and Lori Ritter, Trustees of the Ritter Family Trust, dated May 3, 2011**

_____
Thomas Ritter

Date: _____

_____
Lori Ritter

Date:_____

[insert Exhibit A and Notary Acknowledgment]

EXHIBIT F

*[*Disclosure Regarding Real Estate Agency Relationship*]*

CALIFORNIA ASSOCIATION OF REALTORS®

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)
(C.A.R. Form AD, Revised 8/24)

☐ (If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code §§ 2079.13(j), (k), and (l).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salespersons and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

(a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
(b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation.

Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of §§ 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully.**

Note: Real estate broker commissions are not set by law and are fully negotiable.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE SECOND PAGE.

☒ Buyer ☐ Seller ☐ Landlord ☐ Tenant _____ *County of Mariposa* Date _____

☐ Buyer ☐ Seller ☐ Landlord ☐ Tenant _____ Date _____

Agent _____ *eXp Realty of California* _____ DRE Lic. # *01878277*
Real Estate Broker (Firm)

By _____ *Twiss Realty Group-Courtney Twiss* DRE Lic. # *01808727* Date _____
(Salesperson or Broker-Associate, if any)

EQUAL HOUSING OPPORTUNITY

EXP OF CALIFORNIA INC., 2603 CAMINO RAMON, SUITE 200, SAN RAMON CA 94583 SAN RAMON CA 94583 Phone: 2097690532 Fax: 8665712561 Ritter
Courtney Twiss
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

CIVIL §§ 2079.13 - 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13. As used in this section and §§ 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings: **(a)** "Agent" means a person acting under provisions of Title 9 (commencing with § 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with § 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. **(b)** "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes a vendee or lessee of real property. **(c)** "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with § 1940) of Title 5, (3) a mobilehome, as defined in § 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in § 799.29. **(d)** "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. **(e)** "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. **(f)** "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. **(g)** "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. **(h)** "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. **(i)** "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. **(j)** "Real property" means any estate specified by subdivision (1) or (2) of § 761 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in § 18007 of the Health and Safety Code, or a mobilehome as defined in § 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in § 10131.6 of the Business and Professions Code. **(k)** "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. **(l)** "Single-family residential property" or "single-family residential real property" means any of the following: (1) Real property improved with one to four dwelling units, including a leasehold exceeding one year's duration. (2) A unit in a residential stock cooperative, condominium, or planned unit development. (3) A mobilehome or manufactured home when offered for sale or sold through a real estate broker pursuant to § 10131.6 of the Business and Professions Code. **(m)** "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of § 2985, and transactions for the creation of a leasehold exceeding one year's duration. **(n)** "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. **(o)** "Buyer's agent" means an agent who represents a buyer in a real property transaction.

2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in § 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in § 2079.15, as follows: **(a)** The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. **(b)** The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to § 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. **(b)** As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.

CONFIRMATION: **(c)** The confirmation required by subdivisions (a) and (b) shall be in the following form:

Seller's Brokerage Firm DO NOT COMPLETE. SAMPLE ONLY License Number

Is the broker of (check one): ☐ the seller; or ☐ both the buyer and seller. (dual agent)

Seller's Agent DO NOT COMPLETE. SAMPLE ONLY License Number

Is (check one): ☐ the Seller's Agent. (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent. (dual agent)

Buyer's Brokerage Firm DO NOT COMPLETE. SAMPLE ONLY License Number

Is the broker of (check one): ☐ the buyer; or ☐ both the buyer and seller. (dual agent)

Buyer's Agent DO NOT COMPLETE. SAMPLE ONLY License Number

Is (check one): ☐ the Buyer's Agent. (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent. (dual agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by § 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of § 2079.14 and § 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. **(b)** A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. **(c)** "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. **(d)** This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23 A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

EXHIBIT G

*[*Vacant Land Purchase Agreement and Joint Escrow Instructions, Buyer's Vacant Land Additional Inspection Advisory, Possible Representation of More than One Buyer of Seller, Fair Housing and Discrimination Advisory, Wire Fraud and Electronic Funds Transfer Advisory, California Consumer Privacy Act Advisory, Seller Payment(concession) for Buyer's Broker's Compensation.*]*

CALIFORNIA ASSOCIATION OF REALTORS®

VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

(C.A.R. FORM VLPA, Revised 7/24)

Date Prepared: *September 24, 2024*

1. **OFFER:**
   A. **THIS IS AN OFFER FROM** *County of Mariposa* ("Buyer").
   ☐ Individual(s), ☐ A Corporation, ☐ A Partnership, ☐ An LLC, ☒ Other *Government Entity*.
   B. **THE PROPERTY** to be acquired is *5348 State Highway 49 N*, situated in *Mariposa* (City), _____ (County), California, *95338* (Zip Code), Assessor's Parcel No(s). *013-011-0030* ("Property").
   Further Described As _____.
   (Postal/Mailing address may be different from city jurisdiction. Buyer is advised to investigate.)
   C. **THE TERMS OF THE PURCHASE ARE SPECIFIED BELOW AND ON THE FOLLOWING PAGES.**
   D. Buyer and Seller are referred to herein as the "Parties." Brokers and Agents are **not** Parties to this Agreement.
2. **AGENCY:**
   A. **DISCLOSURE:** The Parties each acknowledge receipt of a "Disclosure Regarding Real Estate Agency Relationship" (C.A.R. Form AD) if represented by a real estate licensee. Buyer's Agent is not legally required to give to Seller's Agent the AD form Signed by Buyer. Seller's Agent is not legally obligated to give to Buyer's Agent the AD form Signed by Seller.
   B. **CONFIRMATION:** The following agency relationships are here confirmed for this transaction.
   Seller's Brokerage Firm *EXP OF CALIFORNIA INC.* License Number *00872762*
   Is the broker of (check one): ☐ the Seller; or ☒ both the Buyer and Seller (Dual Agent).
   Seller's Agent *Twiss Realty Group-Courtney Twiss* License Number *01808727*
   Is (check one): ☐ the Seller's Agent (Salesperson or broker associate); or ☒ both the Buyer's and Seller's Agent (Dual Agent).
   Buyer's Brokerage Firm *eXp Realty of California* License Number *01878277*
   Is the broker of (check one): ☐ the Buyer; or ☒ both the Buyer and Seller (Dual Agent).
   Buyer's Agent *Twiss Realty Group-Courtney Twiss* License Number *01808727*
   Is (check one): ☐ the Buyer's Agent (Salesperson or broker associate); or ☒ both the Buyer's and Seller's Agent (Dual Agent).
   C. ☐ More than one Brokerage represents ☐ Seller, ☐ Buyer. See, Additional Broker Acknowledgement (C.A.R. Form ABA).
   D. **POTENTIALLY COMPETING BUYERS AND SELLERS:** The Parties each acknowledge receipt of a ☒ "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).
3. **TERMS OF PURCHASE AND ALLOCATION OF COSTS:** The items in this paragraph are contractual terms of the Agreement. Referenced paragraphs provide further explanation. This form is 17 pages. The Parties are advised to read all 17 pages.

	Para #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
A	5, 5B (cash)	**Purchase Price**	$ *335,580.00*	☒ All Cash
B		**Close Of Escrow (COE)**	☐ _____ Days after Acceptance OR ☒ on *08/31/2025* (date)	
C	40A	**Expiration of Offer**	3 calendar days after all Buyer Signature(s) or _____ (date) at 5PM or _____ ☐ AM/ ☐ PM	
D(1)	5A(1)	**Initial Deposit Amount**	$ *3,358.00* (*1.00* % of purchase price) (% number above is for calculation purposes and is not a contractual term)	within 3 (or _____) business days after Acceptance by wire transfer OR ☐ _____
D(2)	5A(2)	☐ **Increased Deposit** (Money placed into escrow after the initial deposit. Use form DID at time increased deposit is made.)	$ _____ (_____% of purchase price) (% number above is for calculation purposes and is not a contractual term)	Upon removal of all contingencies OR ☐ _____ (date) OR ☐ _____
E(1)	5C(1)	**Loan Amount(s):** First Interest Rate Points	$ _____ (_____% of purchase price) Fixed rate or ☐ Initial adjustable rate • not to exceed _____% • Buyer to pay up to _____ points to obtain rate above	Conventional or, if checked, ☐ Seller Financing ☐ Assumed Financing ☐ Subject To Financing ☐ Other: _____
E(2)	5C(2)	Additional Financed Amount Interest Rate Points	$ _____ (_____% of purchase price) Fixed rate or ☐ Initial adjustable rate • not to exceed _____% • Buyer to pay up to _____ points to obtain rate above	Conventional or, if checked, ☐ Seller Financing ☐ Assumed Financing ☐ Subject To Financing ☐ Other: _____
E(3)	7A	**Intended Use**	Investment OR ☐ _____	
F	5D	**Balance of Down Payment**	$ *332,222.00*	
		PURCHASE PRICE TOTAL	$ *335,580.00*	

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EXP OF CALIFORNIA INC., 2603 CAMINO RAMON, SUITE 200, SAN RAMON CA 94583 SAN RAMON CA 94583 Phone: 2097690532 Fax: 8665712561 Ritter
Courtney Twiss
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

	Para #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
G(1)	5E	**Seller Credit, if any, to Buyer**	☐ $ _____ (_____% of purchase price) (% number above is for calculation purposes and is not a contractual term)	Seller credit to be applied to closing costs OR ☐ Other: _____
G(2)	**ADDITIONAL FINANCE TERMS:** _____			
G(3)	21	☒ **Seller agrees to pay the obligation of Buyer to compensate Buyer's Broker under a separate agreement** (C.A.R. Form SPBB attached).		
H(1)	5B	**Verification of All Cash** (sufficient funds)	Attached to the offer or ☐ 3 (or _____) Days after Acceptance	
H(2)	6A	**Verification of Down Payment and Closing Costs**	Attached to the offer or ☐ 3 (or _____) Days after Acceptance	
H(3)	6B	**Verification of Loan Application**	Attached to the offer or ☐ 3 (or _____) Days after Acceptance	☐ Prequalification ☐ Preapproval ☐ Fully underwritten preapproval
I		**Intentionally Left Blank**		
J	19	**Final Verification of Condition**	5 (or _____) Days prior to COE	
K	26	**Assignment Request**	17 (or _____) Days after Acceptance	
L		**CONTINGENCIES**	**TIME TO REMOVE CONTINGENCIES**	**CONTINGENCY REMOVED**
L(1)	8A	**Loan(s)**	17 (or _____) Days after Acceptance	☐ No loan contingency
L(2)	8B	**Appraisal:** Appraisal contingency based upon appraised value at a minimum of purchase price or ☐ $ _____	17 (or *180*) Days after Acceptance	☐ No appraisal contingency Removal of appraisal contingency does not eliminate appraisal cancellation rights in FVAC.
L(3)	8C	☐ **Purchase of Manufactured Home** Buyer has (or ☐ has not) entered into contract to purchase a personal property manufactured home	17 (or _____) Days after Acceptance ☐ Shall remain in effect until the Close Of Escrow of the Property	REMOVAL OR WAIVER OF CONTINGENCY: Any contingency in L(1)-L(10) may be removed or waived by checking the applicable box above or attaching a Contingency Removal (C.A.R. Form CR-B) and checking the applicable box therein. Removal or Waiver at time of offer is against Agent advice. See paragraph 8K. ☐ **CR-B attached**
L(4)	8D	☐ **Construction Loan Financing** A draw from the construction loan will not (or ☐ will) be used to finance the Property	17 (or _____) Days after Acceptance	
L(5)	8E, 15	**Investigation of Property**	17 (or *180*) Days after Acceptance	
		Informational Access to Property Buyer's right to access the Property for informational purposes only is **NOT** a contingency and does **NOT** create additional cancellation rights for Buyer.	17 (or _____) Days after Acceptance	
L(6)	8F	**Insurance**	17 (or _____) Days after Acceptance	
L(7)	8G, 17A	**Review of Seller Documents**	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(8)	8H, 16A	**Preliminary ("Title") Report**	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(9)	8I, 11E	**Common Interest Disclosures** Per Civil Code § 4525 or this Agreement	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(10)	8J, 9B(2)	**Review of leased or liened items** (E.g. solar panels or propane tanks)	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(11)	8M	**Sale of Buyer's Property** Sale of Buyer's property is not a contingency, UNLESS checked here: ☐ **C.A.R. Form COP attached**		
		Possession	**Time for Performance**	**Additional Terms**
M	3R	**Vacant Lot Delivery** ☐ Lease/tenant in place	Upon notice of recordation On COE Date	Property to be delivered subject to tenant rights, except _____.
N		**Documents/Fees/Compliance**	**Time for Performance**	
N(1)	17A	Seller Delivery of Documents	7 (or _____) Days after Acceptance	
N(2)	22B	Sign and return Escrow Holder General Provisions, Supplemental Instructions	5 (or _____) Days after receipt	
N(3)	11E(2)	Time to pay fees for ordering HOA Documents	3 (or _____) Days after Acceptance	
N(4)	36	Evidence of representative authority	3 Days after Acceptance	

O	Intentionally Left Blank				
P	Items Included and Excluded				
P(1)	9	Items Included - All items specified in Paragraph 9B are included and the following, if checked: ☐ _____.	☐ _____.	☐ _____.	
P(2)	9	Excluded Items: ☐ _____;	☐ _____;	☐ _____;	
Q	Allocation of Costs				
	Para #	Item Description	Who Pays (if Both is checked, cost to be split equally unless Otherwise Agreed)	Additional Terms	
Q(1)		Natural Hazard Zone Disclosure Report, including tax information	☐ Buyer ☒ Seller ☐ Both _____ ☐ Provided by: **SnapNHD - The Industry Leader**	☐ Environmental ☐ Other _____	
Q(2)	15B(1)(D)	Environmental Survey (Phase I)	☐ Buyer ☐ Seller ☐ Both _____		
Q(3)	10	Gov't Point of Sale Requirements **Inspections and reports**	☐ Buyer ☐ Seller ☐ Both _____		
Q(4)	22B	Escrow Fees	☐ Buyer ☐ Seller ☒ Both *50/50 split* ☐ Each to pay their own fees	Escrow Holder: *Inter-County Title*	
Q(5)	16	Owner's title insurance policy	☐ Buyer ☐ Seller ☒ Both *50/50 split*	Title Company (If different from Escrow Holder): *Inter-County Title*	
Q(6)		Buyer's Lender title insurance policy	Buyer	Unless Otherwise Agreed, Buyer shall purchase any title insurance policy insuring Buyer's lender.	
Q(7)		County transfer tax, fees	☐ Buyer ☒ Seller ☐ Both _____		
Q(8)		City transfer tax, fees	☐ Buyer ☐ Seller ☐ Both _____		
Q(9)	11E(2)	HOA fee for preparing disclosures	Seller		
Q(10)		HOA certification fee	Buyer		
Q(11)		HOA transfer fees	☐ Buyer ☐ Seller ☐ Both _____	Unless Otherwise Agreed, Seller shall pay for separate HOA move-out fee and Buyer shall pay for separate move-in fee. Applies if separately billed or itemized with cost in transfer fee.	
Q(12)		Private transfer fees	Seller, or if checked, ☐ Buyer ☐ Both _____		
Q(13)		(A) _____ Reports (B) _____ Reports	☐ Buyer ☐ Seller ☐ Both _____ ☐ Buyer ☐ Seller ☐ Both _____		
Q(14)		(A) _____ fees/costs (B) _____ fees/costs	☐ Buyer ☐ Seller ☐ Both _____ ☐ Buyer ☐ Seller ☐ Both _____		
R	12	Additional Tenancy Documents ☐ Income and Expense Statements ☐ Tenant Estoppel Certificate			
S	OTHER TERMS: _____				

4. **PROPERTY ADDENDA AND ADVISORIES:** (check all that apply)
   A. **PROPERTY TYPE ADDENDA:** This Agreement is subject to the terms contained in the Addenda checked below:
   ☐ Probate Agreement Purchase Addendum (C.A.R. Form PA-PA)
   ☐ Residential Units Purchase Addendum (C.A.R. Form RU-PA)
   ☐ Other _____
   B. **OTHER ADDENDA:** This Agreement is subject to the terms contained in the Addenda checked below:
   ☐ Addendum # _____ (C.A.R. Form ADM)
   ☐ Back Up Offer Addendum (C.A.R. Form BUO)
   ☐ Assumed Financing Addendum (C.A.R. Form AFA)
   ☐ Septic, Well, Property Monument and Propane Addendum (C.A.R. Form SWPI)
   ☐ Buyer Intent to Exchange Addendum (C.A.R. Form BXA)
   ☐ Other _____
   ☐ Short Sale Addendum (C.A.R. Form SSA)
   ☐ Court Confirmation Addendum (C.A.R. Form CCA)
   ☐ Seller Intent to Exchange Addendum (C.A.R. Form SXA)
   ☐ Other _____

C. **BUYER AND SELLER ADVISORIES: (Note: All Advisories below are provided for reference purposes only and are not intended to be incorporated into this Agreement.)**

- [X] Buyer's Vacant Land Additional Investigation Advisory (C.A.R. Form BVLIA)
- [X] Fair Housing and Discrimination Advisory (C.A.R. Form FHDA)
- [X] Wire Fraud Advisory (C.A.R. Form WFA)
- [X] Cal. Consumer Privacy Act Advisory (C.A.R. Form CCPA) (Parties may also receive a privacy disclosure from their own Agent.)
- [ ] Wildfire Disaster Advisory (C.A.R. Form WFDA)
- [ ] Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)
- [ ] Trust Advisory (C.A.R. Form TA)
- [ ] Short Sale Information and Advisory (C.A.R. Form SSIA)
- [ ] REO Advisory (C.A.R. Form REO)
- [ ] Probate Advisory (C.A.R. Form PA)
- [ ] Other _____
- [ ] Other _____

5. **ADDITIONAL TERMS AFFECTING PURCHASE PRICE:** Buyer represents that funds will be good when deposited with Escrow Holder.
   A. **DEPOSIT:**
      (1) **INITIAL DEPOSIT:** Buyer shall deliver deposit directly to Escrow Holder. If a method other than wire transfer is specified in **paragraph 3D(1)** and such method is unacceptable to Escrow Holder, then upon notice from Escrow Holder, delivery shall be by wire transfer.
      (2) **INCREASED DEPOSIT:** Increased deposit specified in **paragraph 3D(2)** to be delivered to Escrow Holder in the same manner as the Initial Deposit. If the Parties agree to liquidated damages in this Agreement, they also agree to incorporate the increased deposit into the liquidated damages amount by signing a new liquidated damages clause (C.A.R. Form DID) at the time the increased deposit is delivered to Escrow Holder.
      (3) **RETENTION OF DEPOSIT: Paragraph 36, if initialed by all Parties or otherwise incorporated into this Agreement, specifies a remedy for Buyer's default. Buyer and Seller are advised to consult with a qualified California real estate attorney: (i) Before adding any other clause specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase. Any such clause shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code; and (ii) Regarding possible liability and remedies if Buyer fails to deliver the deposit.**
   B. **ALL CASH OFFER:** If an all cash offer is specified in **paragraph 3A**, no loan is needed to purchase the Property. This Agreement is NOT contingent on Buyer obtaining a loan. Buyer shall, within the time specified in **paragraph 3H(1)**, Deliver written verification of funds sufficient for the purchase price and closing costs.
   C. **LOAN(S):**
      (1) **FIRST LOAN:** This loan will provide for conventional financing **UNLESS** Seller Financing (C.A.R. Form SFA), Assumed Financing, Subject to Financing, or Other is checked in **paragraph 3E(1)**.
      (2) **ADDITIONAL FINANCED AMOUNT:** If an additional financed amount is specified in **paragraph 3E(2)**, that amount will provide for conventional financing UNLESS Seller Financing (C.A.R. Form SFA), Assumed Financing, Subject To Financing, or Other is checked in **paragraph 3E(2)**.
      (3) **BUYER'S LOAN STATUS:** Buyer authorizes Seller and Seller's Authorized Agent to contact Buyer's lender(s) to determine the status of any Buyer's loan specified in **paragraph 3E**, or any alternate loan Buyer pursues, whether or not a contingency of this Agreement. If the contact information for Buyer's lender(s) is different from that provided under the terms of **paragraph 6B**, Buyer shall Deliver the updated contact information within 1 Day of Seller's request.
      (4) **ASSUMED OR SUBJECT TO FINANCING:** Seller represents that Seller is not delinquent on any payments due on any loans. If the Property is acquired subject to an existing loan, Buyer and Seller are advised to consult with legal counsel regarding the ability of an existing lender to call the loan due, and the consequences thereof.
   D. **BALANCE OF PURCHASE PRICE (DOWN PAYMENT, paragraph 3F)(including all-cash funds)** to be deposited with Escrow Holder pursuant to Escrow Holder instructions.
   E. **LIMITS ON CREDITS TO BUYER:** Any credit to Buyer as specified in **paragraph 3G(1)** or Otherwise Agreed, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender, if any, and made at Close Of Escrow. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then **(i)** the Contractual Credit from Seller shall be reduced to the Lender Allowable Credit, and **(ii)** in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.
6. **ADDITIONAL FINANCING TERMS:**
   A. **VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS:** Written verification of Buyer's down payment and closing costs, within the time specified **in paragraph 3H(2)** may be made by Buyer or Buyer's lender or loan broker pursuant to **paragraph 6B**.
   B. **VERIFICATION OF LOAN APPLICATIONS:** Buyer shall Deliver to Seller, within the time specified in **paragraph 3H(3)** a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in **paragraph 3E**. If any loan specified in **paragraph 3E** is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate.
   C. **BUYER STATED FINANCING:** Seller is relying on Buyer's representation of the type of financing specified (including, but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price, and to sell to Buyer in reliance on Buyer's specified financing. Buyer shall pursue the financing specified in this Agreement, even if Buyer also elects to pursue an alternative form of financing. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in this Agreement but shall not interfere with closing at the purchase price on the COE date (**paragraph 3B**) even if based upon alternate financing. Buyer's inability to obtain alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.
7. **CLOSING AND POSSESSION:**
   A. **INTENDED USE:** Buyer intends to use the Property as indicated in **paragraph 3E(3)**. Intended use may impact available financing.
   B. **CONDITION OF PROPERTY ON CLOSING:** Unless Otherwise Agreed: (i) the Property shall be delivered "As-Is" in its PRESENT physical condition as of the date of Acceptance; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Close Of Escrow or at the time possession is delivered to Buyer, if not on the same date. If items are not removed when possession is delivered to Buyer, all items shall be deemed abandoned. Buyer, after first Delivering to Seller written notice to remove the items within **3 Days**, may pay to have such items removed or disposed of and may bring legal action, as per this Agreement, to receive reasonable costs from Seller.

C. **Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller and Agents may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had all required permits issued and/or finalized.**

D. Seller shall, on Close Of Escrow unless Otherwise Agreed and even if Seller remains in possession, provide keys, passwords, codes and/or means to operate all locks, mailboxes, and all items included in either **paragraph 3P** or **paragraph 9**. If the Property is a condominium or located in a common interest development, Seller shall be responsible for securing or providing any such items for Association amenities, facilities, and access. Buyer may be required to pay a deposit to the Owners' Association ("HOA") to obtain keys to accessible HOA facilities.

8. **CONTINGENCIES AND REMOVAL OF CONTINGENCIES:**

A. **LOAN(S):**

(1) This Agreement is, **unless otherwise specified in paragraph 3L(1) or an attached CR form**, contingent upon Buyer obtaining the loan(s) specified. If contingent, Buyer shall act diligently and in good faith to obtain the designated loan(s). **If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan and Buyer is able to satisfy lender's non-appraisal conditions for closing the loan.**

(2) Buyer is advised to investigate the insurability of the Property as early as possible, as this may be a requirement for lending. Buyer's ability to obtain insurance for the Property, including fire insurance, is part of Buyer's Insurance contingency. Failure of Buyer to obtain insurance may justify cancellation based on the Insurance contingency but not the loan contingency.

(3) Buyer's contractual obligations regarding deposit, balance of down payment and closing costs **are not contingencies** of this Agreement, unless Otherwise Agreed.

(4) If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.

(5) **NO LOAN CONTINGENCY:** If "No loan contingency" is checked in **paragraph 3L(1)**, obtaining any loan specified is NOT a contingency of this Agreement. If Buyer does not obtain the loan specified, and as a result is unable to purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.

B. **APPRAISAL:**

(1) This Agreement is, **unless otherwise specified in paragraph 3L(2) or an attached CR form**, contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the amount specified in **paragraph 3L(2)**, without requiring repairs or improvements to the Property. Appraisals are often a reliable source to verify square footage of the subject Property. However, the ability to cancel based on the measurements provided in an appraisal falls within the Investigation of Property contingency. The appraisal contingency is solely limited to the value determined by the appraisal. For any cancellation based upon this appraisal contingency, Buyer shall Deliver a Copy of the written appraisal to Seller, upon request by Seller.

(2) **NO APPRAISAL CONTINGENCY:** If "No appraisal contingency" is checked in **paragraph 3L(2)**, then Buyer may not use the loan contingency specified in **paragraph 3L(1)** to cancel this Agreement if the sole reason for not obtaining the loan is that the appraisal relied upon by Buyer's lender values the property at an amount less than that specified in **paragraph 3L(2)**. If Buyer is unable to obtain the loan specified solely for this reason, Seller may be entitled to Buyer's deposit or other legal remedies.

(3) **Fair Appraisal Act:** See **paragraph 33** for additional information.

C. **MANUFACTURED HOME PURCHASE:** If checked in **paragraph 3L(3)**, this Agreement is contingent upon Buyer acquiring a personal property manufactured home to be placed on the Property after Close Of Escrow.

D. **CONSTRUCTION LOAN FINANCING:** If checked in **paragraph 3L(4)**, this Agreement is contingent upon Buyer obtaining a construction loan.

E. **INVESTIGATION OF PROPERTY:** This Agreement is, as specified in **paragraph 3L(5)**, contingent upon Buyer's acceptance of the condition of, and any other matter affecting, the Property.

F. **INSURANCE:** This Agreement is, as specified in **paragraph 3L(6)**, contingent upon Buyer's assessment of the availability and approval of the cost for any insurance policy desired under this Agreement.

G. **REVIEW OF SELLER DOCUMENTS:** This Agreement is, as specified in **paragraph 3L(7)**, contingent upon Buyer's review and approval of Seller's documents required in **paragraph 17A**.

H. **TITLE:**

(1) This Agreement is, as specified in **paragraph 3L(8)**, contingent upon Buyer's ability to obtain the title policy provided for in **paragraph 16G** and on Buyer's review of a current Preliminary Report and items that are disclosed or observable even if not on record or not specified in the Preliminary Report, and satisfying Buyer regarding the current status of title. Buyer is advised to review all underlying documents and other matters affecting title, including, but not limited to, any documents or deeds referenced in the Preliminary Report and any plotted easements.

(2) Buyer has **5 Days** after receipt to review a revised Preliminary Report, if any, furnished by the Title Company and cancel the transaction if the revised Preliminary Report reveals material or substantial deviations from a previously provided Preliminary Report.

I. **CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES (IF APPLICABLE):** This Agreement is, as specified in **paragraph 3L(9)**, contingent upon Buyer's review and approval of Common Interest Disclosures required by Civil Code § 4525 and under **paragraph 11E** ("CI Disclosures").

J. **BUYER REVIEW OF LEASED OR LIENED ITEMS CONTINGENCY:** Buyer's review of and ability and willingness to assume any lease, maintenance agreement or other ongoing financial obligation, or to accept the Property subject to any lien, disclosed pursuant to **paragraph 9B(2)**, is, as specified in **paragraph 3L(10)**, a contingency of this Agreement. Any assumption of the lease shall not require any financial obligation or contribution by Seller. Seller, after first Delivering a Notice to Buyer to Perform, may cancel this Agreement if Buyer, by the time specified in **paragraph 3L(10)**, refuses to enter into any necessary written agreements to accept responsibility for all obligations of Seller-disclosed leased or liened items.

K. **REMOVAL OR WAIVER OF CONTINGENCIES WITH OFFER: Buyer shall have no obligation to remove a contractual contingency unless Seller has provided all required documents, reports, disclosures, and information pertaining to that contingency.** If Buyer does remove a contingency without first receiving all required information from Seller, Buyer is relinquishing any contractual rights that apply to that contingency. **If Buyer removes or waives any contingencies without an adequate understanding of the Property's condition or Buyer's ability to purchase, Buyer is acting against the advice of Agent.**

L. **REMOVAL OF CONTINGENCY OR CANCELLATION:**
(1) **For any contingency specified in paragraph 3L, 8, or elsewhere Buyer shall, within the applicable period specified, remove the contingency or cancel this Agreement.**
(2) For the contingencies for review of Seller Documents, Preliminary Report, and Condominium/Planned Development Disclosures, Buyer shall, within the time specified in **paragraph 3L** or **5 Days** after Delivery of the applicable Seller Documents, Preliminary Report, or CI Disclosures, whichever occurs later, remove the applicable contingency in writing or cancel this Agreement.
(3) If Buyer does not remove a contingency within the time specified, Seller, after first giving Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), shall have the right to cancel this Agreement.

M. **SALE OF BUYER'S PROPERTY:** This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer unless the Sale of Buyer's Property (C.A.R. Form COP) is checked as a contingency of this Agreement in **paragraph 3L(11)**.

9. **ITEMS INCLUDED IN AND EXCLUDED FROM SALE:**
A. **NOTE TO BUYER AND SELLER:** Items listed as included or excluded in the Multiple Listing Service (MLS), flyers, marketing materials, or disclosures are NOT included in the purchase price or excluded from the sale unless specified in this paragraph or **paragraph 3P** or as Otherwise Agreed. Any items included herein are components of the Property and are not intended to affect the price. All items are transferred without Seller warranty.
B. **ITEMS INCLUDED IN SALE:**
(1) All EXISTING fixtures and fittings that are attached to the Property;
(2) **LEASED OR LIENED ITEMS AND SYSTEMS:** Seller, within the time specified in **paragraph 3N(1)**, shall **(i)** disclose to Buyer if any item or system specified in **paragraph 3P** or **9B** or otherwise included in the sale is leased, or not owned by Seller, or is subject to any maintenance or other ongoing financial obligation, or specifically subject to a lien or other encumbrance or loan, and **(ii)** Deliver to Buyer all written materials (such as lease, warranty, financing, etc.) concerning any such item.
(3) Seller represents that all items included in the purchase price, unless Otherwise Agreed, **(i)** are owned by Seller and shall be transferred free and clear of liens and encumbrances, except the items and systems identified pursuant to **paragraph 9B(2)**, and **(ii)** are transferred without Seller warranty regardless of value. Seller shall cooperate with the identification of any software or applications and Buyer's efforts to transfer any services needed to operate any Smart Home Features or other items included in this Agreement, including, but not limited to, utilities or security systems.
(4) A complete inventory of all personal property of Seller currently used in the operation of the Property and included in the purchase price shall be delivered to Buyer within the time specified in **paragraph 3N(1)**.
(5) Seller shall deliver title to the personal property by Bill of Sale, free of all liens and encumbrances, and without warranty of condition.
(6) As additional security for any note in favor of Seller for any part of the purchase price, Buyer shall execute a UCC-1 Financing Statement to be filed with the Secretary of State, covering the personal property included in the purchase, replacement thereof, and insurance proceeds.
C. **ITEMS EXCLUDED FROM SALE:** Unless Otherwise Agreed, all items specified in **paragraph 3P(2)** are excluded from the sale.

10. **ALLOCATION OF COSTS**
A. **INSPECTIONS, REPORTS, TESTS, AND CERTIFICATES: Paragraphs 3Q(1), (2), (3),** and **(13)** only determines who is to pay for the inspection, report, test, certificate or service mentioned; **it does not determine who is to pay for any work recommended or identified in any such document. Agreements for payment of required work should be specified elsewhere in paragraph 3Q, or 3S, or in a separate agreement (such as C.A.R. Forms RR, RRRR, ADM or AEA).** Any reports in these paragraphs shall be Delivered in the time specified in **Paragraph 3N(1)**.
B. **GOVERNMENT POINT OF SALE REQUIREMENTS:** Point of sale inspections and reports refer to any such actions required to be completed before or after Close Of Escrow that are required in order to close under any Law. If any point of sale requirement requires repairs, retrofits or additional costs beyond an inspection or report, further written agreement regarding costs is required. If an agreement is reached, and unless Parties Otherwise Agree to another time period, any such repair, retrofit, or work shall be completed prior to final verification of Property. If Buyer agrees to pay for any portion of such repair, Buyer, shall **(i)** directly pay to the vendor completing the repair or **(ii)** provide an invoice to Escrow Holder, deposit funds into escrow sufficient to pay for Buyer's portion of such repair and request Escrow Holder pay the vendor completing the repair. If agreement is not reached within the time for removing the Buyer Investigation contingency, then either party may cancel the Agreement.

11. **SELLER DISCLOSURES:**
A. **WITHHOLDING TAXES:** Buyer and Seller hereby instruct Escrow Holder to withhold the applicable required amounts to comply with federal and California withholding Laws and forward such amounts to the Internal Revenue Service and Franchise Tax Board, respectively. However, no federal withholding is required if, prior to Close Of Escrow, Seller Delivers **(i)** to Buyer and Escrow Holder a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law (FIRPTA); **OR (ii)** to a qualified substitute (usually a title company or an independent escrow company) a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law AND the qualified substitute Delivers to Buyer and Escrow Holder an affidavit signed under penalty of perjury (C.A.R. Form QS) that the qualified substitute has received the fully completed Seller's affidavit and the Seller states that no federal withholding is required; **OR (iii)** to Buyer other documentation satisfying the requirements under Internal Revenue Code § 1445 (FIRPTA). No withholding is required under California Law if, prior to Close Of Escrow, Escrow Holder has received sufficient documentation from Seller that no withholding is required, and Buyer has been informed by Escrow Holder.
B. **MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to § 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at **www.meganslaw.ca.gov**. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agents do not have expertise in this area.)

C. **NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES:** This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at **http://www.npms.phmsa.dot.gov/**. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Website. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agents do not have expertise in this area.)

D. **NATURAL AND ENVIRONMENTAL HAZARDS:** Seller shall, within the time specified in **paragraph 3N(1)**, if required by Law: **(i)** Deliver to Buyer the earthquake guide and environmental hazards booklet, and for all residential property with 1-4 units and any manufactured or mobile home built before January 1, 1960, fully complete and Deliver the Residential Earthquake Risk Disclosure Statement; and **(ii)** even if exempt from the obligation to provide a NHD, disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; Seismic Hazard Zone; and **(iii)** disclose any other zone as required by Law and provide any other information required for those zones.

E. **CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:**
(1) Seller shall, within the time specified in **paragraph 3N(1)**, disclose to Buyer whether the Property is a condominium or is located in a planned development, other common interest development, or otherwise subject to covenants, conditions, and restrictions (C.A.R. Form SPQ or ESD).
(2) If the Property is a condominium or is located in a planned development or other common interest development with a HOA, Seller shall, within the time specified in **paragraph 3N(3)**, order from, and pay any required fee as specified in **paragraph 3Q(9)** for the following items to the HOA (C.A.R. Form HOA-IR): **(i)** Copies of any documents required by Law (C.A.R. Form HOA-RS); **(ii)** disclosure of any pending or anticipated claim or litigation by or against the HOA; **(iii)** a statement containing the location and number of designated parking and storage spaces; **(iv)** Copies of the most recent 12 months of HOA minutes for regular and special meetings; **(v)** the names and contact information of all HOAs governing the Property; **(vi)** pet restrictions; and **(vii)** smoking restrictions ("CI Disclosures"). Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Seller shall, as directed by Escrow Holder, deposit funds into escrow or direct to HOA or management company to pay for any of the above.

F. **SOLAR POWER SYSTEMS:** For properties with any solar panels or solar power systems, Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer all known information about the solar panels or solar power system. Seller shall use the Solar Advisory and Questionnaire (C.A.R. Form SOLAR).

G. **ADDITIONAL DISCLOSURES:** Within the time specified in **paragraph 3N(1)**, if Seller has actual knowledge, Seller shall provide to Buyer, in writing, the following information:
(1) **LEGAL PROCEEDINGS:** Any lawsuits by or against Seller, threatening or affecting the Property, including any lawsuits alleging a defect or deficiency in the Property or common areas, or any known notices of abatement or citations filed or issued against the Property.
(2) **AGRICULTURAL USE:** Whether the Property is subject to restrictions for agricultural use pursuant to the Williamson Act (Government Code §§ 51200-51295).
(3) **DEED RESTRICTIONS:** Any deed restrictions or obligations.
(4) **FARM USE:** Whether the Property is in, or adjacent to, an area with Right to Farm rights (Civil Code § 3482.5 and § 3482.6).
(5) **ENDANGERED SPECIES:** Presence of endangered, threatened, "candidate" species, or wetlands on the Property.
(6) **ENVIRONMENTAL HAZARDS:** Any substances, materials, or products that may be an environmental hazard including, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, and contaminated soil or water on the Property.
(7) **COMMON WALLS:** Any features of the Property shared in common with adjoining landowners, such as walls, fences, roads, and driveways, and agriculture and domestic wells whose use or responsibility for maintenance may have an effect on the Property.
(8) **LANDLOCKED:** The absence of legal or physical access to the Property.
(9) **EASEMENTS/ENCROACHMENTS:** Any encroachments, easements, or similar matters that may affect the Property.
(10) **SOIL FILL:** Any fill (compacted or otherwise), or abandoned mining operations on the Property.
(11) **SOIL PROBLEMS:** Any slippage, sliding, flooding, drainage, grading, or other soil problems.
(12) **EARTHQUAKE DAMAGE:** Major damage to the Property of any of the structures from fire, earthquake, floods, or landslides.
(13) **ZONING ISSUES:** Any zoning violations, non-conforming uses, or violations of "setback" requirements.
(14) **NEIGHBORHOOD PROBLEMS:** Any neighborhood noise problems, or other nuisances.
(15) **SURVEY, PLANS, PERMITS AND ENGINEERING DOCUMENTS:** If in Seller's possession, Copies of surveys, plans, specifications, permits and approvals, development plans, licenses, and engineering documents, if any, prepared on Seller's behalf on in Seller's possession.
(16) **VIOLATION NOTICES: Seller shall disclose any notice of violations of any Law filed or issued against the Property.**

H. **MELLO-ROOS TAX; 1915 BOND ACT:** Within the time specified in **paragraph 3N(1)**, Seller shall: **(i)** make a good faith effort to obtain a notice from any local agencies that levy a special tax or assessment on the Property (or, if allowed, substantially equivalent notice), pursuant to the Mello-Roos Community Facilities Act, and Improvement Bond Act of 1915, and **(ii)** promptly Deliver to Buyer any such notice obtained.

I. **KNOWN MATERIAL FACTS:** Seller shall, within the time specified in **paragraph 3N(1)**, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including, but not limited to, known insurance claims within the past five years, or provide Buyer with permission to contact insurer to get such information (C.A.R. Form ARC), and make any and all other disclosures required by Law.

J. **SELLER VACANT LAND QUESTIONNAIRE:** Seller shall, within the time specified in **paragraph 3N(1)**, complete and provide Buyer with a Seller Vacant Land Questionnaire (C.A.R. Form VLQ).

K. **SUBSEQUENT DISCLOSURES:** In the event Seller, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information, or representations previously provided to Buyer, Seller shall promptly Deliver a subsequent or amended disclosure or notice, in writing, covering those items. **However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware or which are disclosed in reports provided to or obtained by Buyer or ordered and paid for by Buyer.**

12. **TENANCY RELATED DISCLOSURES:** Within the time specified in **paragraph 3N(1)**, and subject to Buyer's right of review, Seller shall disclose, make available or Deliver, as applicable, to Buyer, the following information:
    A. **RENTAL/SERVICE AGREEMENTS: (i)** All current leases, rental agreements, service contracts, and other agreements pertaining to the operation of the Property; **(ii)** A rental statement including names of tenants, rental rates, period or rental, date of last rent increase, security deposits, rental concessions, rebates or other benefits, if any, and a list of delinquent rents and their duration. Seller represents that no tenant is entitled to any rebate, concession, or other benefit, except as set forth in these documents. Seller represents that the documents to be furnished are those maintained in the ordinary and normal course of business.
    B. **INCOME AND EXPENSE STATEMENTS:** If checked in **paragraph 3R**, the books and records for the Property, if any, including a statement of income and expense for the 12 months preceding Acceptance. Seller represents that the books and records are those maintained in the ordinary and normal course of business and used by Seller in the computation of federal and state income tax returns.
    C. **TENANT ESTOPPEL CERTIFICATES:** If checked in **paragraph 3R**, Tenant Estoppel Certificates (C.A.R. Form TEC). Tenant Estoppel Certificates shall be completed by Seller or Seller's agent and delivered to tenant(s) for tenant(s) to sign and acknowledge: **(i)** that tenant(s)' rental or lease agreements are unmodified and in full force and effect, (or if modified, stating all such modifications); **(ii)** that no lessor defaults exist; and **(iii)** stating the amount of any prepaid rent or security deposit. Seller shall exercise good faith to obtain tenant(s)' signature(s), but Seller cannot guarantee tenant(s)' cooperation. In the event Seller cannot obtain signed Tenant Estoppel Certificates within the time specified above, Seller shall notify Buyer and provide the unsigned one that was provided to tenant(s). If, after the time specified for Seller to Deliver the TEC to Buyer, any tenant(s) sign and return a TEC to Seller, Seller shall Deliver that TEC to Buyer.
    D. **SELLER REPRESENTATIONS:** Unless otherwise disclosed under **paragraph 11**, **paragraph 12**, or under any disclosure Delivered to Buyer:
        (1) Seller represents that Seller has no actual knowledge that any tenant(s): **(i)** has any current pending lawsuit(s), investigation(s), Inquiry(ies), action(s), or other proceeding(s) affecting the Property of the right to use and occupy it; **(ii)** has any unsatisfied mechanics or materialman lien(s) affecting the Property; and **(iii)** is the subject of a bankruptcy. If Seller receives any such notice, prior to Close Of Escrow, Seller shall immediately notify Buyer.
        (2) Seller represents that no tenant is entitled to any rebate, concessions, or other benefit, except as set forth in the rental service agreements.
        (3) Seller represents that the documents to be furnished are those maintained in the ordinary and normal course of business and the income and expense statements are and used by Seller in the computation of federal and state income tax returns.
13. **CHANGES DURING ESCROW:**
    A. Prior to Close Of Escrow, Seller may engage in the following acts ("Proposed Changes"), subject to Buyer's rights in **paragraph 13B: (i)** rent or lease any vacant unit or other part of the premises; **(ii)** alter, modify, or extend any existing rental or lease agreement; **(iii)** enter into, alter, modify, or extend any service contract(s); or **(iv)** change the status of the condition of the Property.
    B. (1) At least **7 Days** prior to any Proposed Changes, Seller shall Deliver written notice to Buyer of such Proposed Change
    (2) Within **5 Days** after receipt of such notice, Buyer, in writing, may give Seller notice of Buyer's objection to the Proposed Changes in which case Seller shall not make the Proposed Changes.
14. **SECURITY DEPOSITS:** Security deposits, if any, to the extent they have not been applied by Seller in accordance with any rental agreement and current Law, shall be transferred to Buyer on Close Of Escrow. Seller shall notify each tenant, in compliance with the California Civil Code.
15. **BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:**
    A. Buyer shall, within the time specified in **paragraph 3L(5)**, have the right, at Buyer's expense unless Otherwise Agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations").
    B. Buyer Investigations include, but are not limited to:
        (1) Inspections regarding any physical attributes of the Property or items connected to the Property, such as:
            (A) A general inspection.
            (B) An inspection for lead-based paint and other lead-based paint hazards.
            (C) An inspection specifically for wood destroying pests and organisms. Any inspection for wood destroying pests and organisms shall be prepared by a registered Structural Pest Control company; shall cover the main building and attached structures; may cover detached structures; shall NOT include water tests of shower pans on upper level units unless the owners of property below the shower consent; shall NOT include roof coverings; and, if the Property is a unit in a condominium or other common interest subdivision, the inspection shall include only the separate interest and any exclusive-use areas being transferred, and shall NOT include common areas; and shall include a report ("Pest Control Report") showing the findings of the company which shall be separated into sections for evident infestation or infections (Section 1) and for conditions likely to lead to infestation or infection (Section 2).
            (D) A phase one environmental survey, paid for and obtained by the party indicated in **paragraph 3Q(2)**. If Buyer is responsible for obtaining and paying for the survey, Buyer shall act diligently and in good faith to obtain such survey within the time specified in **paragraph 3L(5)**. Buyer has **5 Days** after receiving the survey to remove this portion of the Buyer's Investigation contingency.
            (E) Any other specific inspections of the physical condition of the land and improvements.
        (2) Buyer Investigations of any other matter affecting the Property, other than those that are specified as separate contingencies. Buyer Investigations do not include, among other things, an assessment of the availability and cost of general homeowner's insurance, flood insurance, and fire insurance. See, Buyer's Vacant Land Additional Inspection Advisory (C.A.R. Form BVLIA) for more.
    C. Without Seller's prior written consent, Buyer shall neither make nor cause to be made: **(i)** invasive or destructive Buyer Investigations, except for minimally invasive testing required to prepare a Pest Control Report, which shall not include any holes or drilling through stucco or similar material; or **(ii)** inspections by any governmental building or zoning inspector or government employee, unless required by Law.
    D. Seller shall make the Property available for all Buyer Investigations. Seller is not obligated to move any existing personal property. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is delivered to Buyer. Buyer shall, **(i)** by the time specified in **paragraph 3L(5)**, complete Buyer Investigations and satisfy themselves as to the condition of the Property, and either remove the contingency or cancel this Agreement, and **(ii)** by the time specified in **paragraph 3L(5)** or **3 Days** after receipt of any Investigation report, whichever is later, give Seller at no cost, complete Copies of all such reports obtained by Buyer, which obligation shall survive the termination of this Agreement. This Delivery of Investigation reports shall not include any appraisal.

E. **Buyer indemnity and Seller protection for entry upon the Property:** Buyer shall: **(i)** keep the Property free and clear of liens; **(ii)** repair all damage arising from Buyer Investigations; and **(iii)** indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-Responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.

F. **BUYER IS STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY AND ALL MATTERS AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE ITEMS SPECIFIED BELOW. IF BUYER DOES NOT EXERCISE THESE RIGHTS, BUYER IS ACTING AGAINST THE ADVICE OF BROKERS. BUYER UNDERSTANDS THAT ALTHOUGH CONDITIONS ARE OFTEN DIFFICULT TO LOCATE AND DISCOVER, ALL REAL PROPERTY CONTAINS CONDITIONS THAT ARE NOT READILY APPARENT AND THAT MAY AFFECT THE VALUE OR DESIRABILITY OF THE PROPERTY. BUYER AND SELLER ARE AWARE THAT BROKREES DO NOT GUARANTEE, AND IN NO WAY ASSUME RESPONSIBILITY FOR, THE CONDITION OF THE PROPERTY. BROKERS HAVE NOT AND WILL NOT VERIFY ANY OF THE ITEMS IN PARAGRAPH 15, UNLESS OTHERWISE AGREED IN WRITING.**

G. **SIZE, LINES, ACCESS, AND BOUNDARIES:** Lot size, property lines, legal or physical access, and boundaries including features of the Property shared in common with adjoining landowners, such as walls, fences, roads, and driveways, whose use or responsibility for maintenance may have an effect on the Property and any encroachments, easements, or similar matters that may affect the Property. (Fences, hedges, walls, and other natural or constructed barriers or markers do not necessarily identify true Property boundaries. Property lines may be verified by survey.) (Unless otherwise specified in writing, any numerical statements by Brokers regarding lot size are APPROXIMATIONS ONLY, which have not been and will not be verified, and should not be relied upon by Buyer.)

H. **ZONING AND LAND USE:** Past, present, or proposed laws, ordinances, referendums, initiatives, votes, applications, and permits affecting the current use of the Property, future development, zoning, building, size, governmental permits and inspections. Any zoning violations, non-conforming uses, or violations of "setback' requirements. (Buyer should also investigate whether these matters affect Buyer's intended use of the Property.

I. **UTILITIES AND SERVICES:** Availability, costs, restrictions, and location of utilities and services, including but not limited to, sewerage, sanitation, septic and leach lines, water, electricity, gas, telephone, cable TV, and drainage.

J. **ENVIRONMENTAL HAZARDS:** Potential environmental hazards, including but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel, oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, including mold (airborne, toxic, or otherwise), fungus or similar contaminant, materials, products, or conditions.

K. **GEOLOGIC CONDITIONS:** Geologic/seismic conditions, soil and terrain stability, suitability and drainage including slippage, sliding, flooding, drainage, grading, fill (compacted or otherwise), or other soil problems.

L. **NATURAL HAZARD ZONE:** Special Flood Hazard Areas, Potential Flooding (Inundation) Areas, Very High Hazard Zones, State Fire Responsibility Areas, Earthquake Fault Zones, Seismic Hazard Zones, or any other zone for which disclosure is required by Law.

M. **PROPERTY DAMAGE:** Major damage to the Property of any of the structures or non-structural systems and components and any personal property included in the sale from fire, earthquake, floods, landslides, or other causes.

N. **NEIGHBORHOOD, AREA, AND PROPERTY CONDITIONS:** Neighborhood or are conditions, including Agricultural Use Restrictions pursuant to the Williamson Act (Government Code §§ 51200-51295), Right to Farm Laws (Civil Code § 3482.5 and § 3482.6), schools, proximity and adequacy of law enforcement, crime statistics, the proximity of registered felons or offenders, fire protection, other government services, availability, adequacy, and cost of any speed-wired, wireless internet connections, or other telecommunications or other technology services and installations, proximity to commercial, industrial, or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, abandoned mining operations on the Property, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Owners' Association requirements, conditions, and influences of significance to certain cultures and/or religions, and personal needs, requirements, and preferences of Buyer.

O. **COMMON INTEREST SUBDIVISIONS; OWNER ASSOCIATIONS:** Facilities and condition of common areas (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others), Owners' Association that has any authority over the subject property, CC&Rs, or other deed restrictions or obligations, and possible lack of compliance with any Owners' Association requirements.

P. **SPECIAL TAX:** Any local agencies that levy a special tax on the Property pursuant to the Mello-Roos Community facilities Act or Improvement Bond Act of 1915.

Q. **RENTAL PROPERTY RESTRICTIONS:** Some cities and counties impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants, and the right of landlord to terminate a tenancy.

R. **MANUFACTURED HOME PLACEMENT:** Conditions that may affect the ability to place and use a manufactured home on the Property.

16. **TITLE AND VESTING:**

A. Buyer shall, within the time specified in **paragraph 3N(1)**, be provided a current Preliminary Report by the person responsible for paying for the title report in **paragraph 3Q(5)**. If Buyer is responsible for paying, Buyer shall act diligently and in good faith to obtain such Preliminary Report within the time specified. The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities.

B. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: **(i)** monetary liens of record unless Buyer is assuming those obligations or taking the Property subject to those obligations; and **(ii)** those matters which Seller has agreed to remove in writing. For any lien or matter not being transferred upon sale, Seller will take necessary action to deliver title free and clear of such lien or matter.

C. Seller shall within **7 Days** after request, give Escrow Holder necessary information to clear title.

D. Seller shall, within the time specified in **paragraph 3N(1)**, disclose to Buyer all matters known to Seller affecting title, whether of record or not.

E. If Buyer is a legal entity and the Property purchase price is at least $300,000 and the purchase price is made without a bank loan or similar form of external financing, a Geographic Targeting Order (GTO) issued by the Financial Crimes Enforcement Network, U.S. Department of the Treasury, requires title companies to collect and report certain information about the Buyer, depending on where the Property is located. Buyer agrees to cooperate with the title company's effort to comply with the GTO.

F. Buyer shall, after Close Of Escrow, receive a recorded grant deed or any other conveyance document required to convey title (For example, for stock cooperative or tenancy in common, respectively, an assignment of stock certificate or assignment of seller's interest in the real property), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's vesting instructions. The recording document shall contain Buyer's post-closing mailing address to enable Buyer's receipt of the recorded conveyance document from the County Recorder. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.

G. Buyer shall receive a Standard Coverage Owner's CLTA policy of title insurance. An ALTA policy or the addition of endorsements may provide greater coverage for Buyer. A title company, at Buyer's request, can provide information about the availability, desirability, coverage, and cost of various title insurance coverages and endorsements. If Buyer desires title coverage other than that required by this paragraph, Buyer shall instruct Escrow Holder in writing and shall pay any increase in cost.

17. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS: The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR-B, CR-S or CC).

A. **SELLER DELIVERY OF DOCUMENTS:** Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer all reports, disclosures and information ("Reports") for which Seller is responsible as specified in **paragraphs 9B(2), 10, 11A, 11D-J, 12A, 12B, 12C, 16A, 16D, and 36.**

B. **BUYER REVIEW OF DOCUMENTS; REPAIR REQUEST; CONTINGENCY REMOVAL OR CANCELLATION**

(1) Buyer has the time specified in **paragraph 3** to: (i) perform Buyer Investigations; review all disclosures, Reports, lease documents to be assumed by Buyer pursuant to **paragraph 9B(2)**, and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property.

(2) Buyer may, within the time specified in **paragraph 3L(5)**, request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to Buyer's requests (C.A.R. Form RR or RRRR). If Seller does not agree or does not respond, Buyer is not contractually entitled to have the repairs or other requests made and may only cancel based on contingencies in this Agreement.

(3) Buyer shall, by the end of the times specified in **paragraph 3L** (or as Otherwise Agreed), Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement (C.A.R. Form CR-B or CC). Buyer is advised not to remove contingencies related to review of documents until after the documents have been Delivered. If Delivery of any Report occurs after a contractual contingency pertaining to that Report has already been waived or removed, the Delivery of the Report does not revive the contingency.

(4) **Continuation of Contingency:** Even after the end of the time specified in **paragraph 3L** and before Seller cancels, if at all, pursuant to **paragraph 17C**, Buyer retains the right, in writing, to either **(i)** remove remaining contingencies, or **(ii)** cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to **paragraph 17C(1)**.

C. **SELLER RIGHT TO CANCEL:**

(1) **SELLER RIGHT TO CANCEL; BUYER CONTINGENCIES:** If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.

(2) **SELLER RIGHT TO CANCEL; BUYER CONTRACT OBLIGATIONS:** Seller, after first Delivering to Buyer a Notice to Buyer to Perform, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): **(i)** Deposit funds as required by **paragraph 3D(1)** or **3D(2)** or if the funds deposited pursuant to **paragraph 3D(1)** or **3D(2)** are not good when deposited; **(ii)** Deliver updated contact information for Buyer's lender(s) as required by **paragraph 5C(3)**; **(iii)** Deliver verification, or a satisfactory verification if Seller reasonably disapproves of the verification already provided, as required **by paragraph 5B** or **6A**; **(iv)** Deliver a letter as required **by paragraph 6B**; **(v)** In writing assume or accept leases or liens specified in **paragraph 8J**; **(vi)** Cooperate with the title company's effort to comply with the GTO as required by **paragraph 16E**; **(vii)** Sign or initial a separate liquidated damages form for an increased deposit as required by **paragraph 5A(2)** and **37**; **(viii)** Provide evidence of authority to Sign in a representative capacity as specified in **paragraph 36**; or **(ix)** Perform any additional Buyer contractual obligation(s) included in this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees allocated to Seller in this Agreement and already paid by Escrow prior to cancellation of this Agreement and notification to Escrow.

(3) **SELLER RIGHT TO CANCEL; SELLER CONTINGENCIES:** Seller may cancel this Agreement by good faith exercise of any Seller contingency included in this Agreement, or Otherwise Agreed, so long as that contingency has not already been removed or waived in writing.

D. **BUYER RIGHT TO CANCEL:**

(1) **BUYER RIGHT TO CANCEL; SELLER CONTINGENCIES:** If, by the time specified in this Agreement, Seller does not Deliver to Buyer a removal of the applicable contingency or cancellation of this Agreement, then Buyer, after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees allocated to Seller in the Agreement and already paid by Escrow prior to cancellation of this Agreement and notification to Escrow.

(2) **BUYER RIGHT TO CANCEL; SELLER CONTRACT OBLIGATIONS:** If, by the time specified, Seller has not Delivered any item specified in **paragraph 3N(1)** or Seller has not performed any Seller contractual obligation included in this Agreement by the time specified, Buyer, after first Delivering to Seller a Notice to Seller to Perform, may cancel this Agreement.

(3) **BUYER RIGHT TO CANCEL; BUYER CONTINGENCIES:** Buyer may cancel this Agreement by good faith exercise of any Buyer contingency included in **paragraph 8**, or Otherwise Agreed, so long as that contingency has not already been removed in writing.

E. **NOTICE TO BUYER OR SELLER TO PERFORM:** The Notice to Buyer to Perform or Notice to Seller to Perform shall: **(i)** be in writing; **(ii)** be Signed by the applicable Buyer or Seller; and **(iii)** give the other Party at least **2 Days** after Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A Notice to Buyer to Perform or Notice to Seller to Perform may not be Delivered any earlier than **2 Days** prior to the Scheduled Performance Day to remove a contingency or cancel this Agreement or meet an obligation specified in **paragraph 17**, except for Close of Escrow which shall be Delivered under the terms of **paragraph 17G**, whether or not the Scheduled Performance Day falls on a Saturday, or Sunday or legal holiday. If a Notice to Buyer to Perform or Notice to Seller to Perform is incorrectly Delivered or specifies a time less than the agreed time, the notice shall be deemed invalid and void. However, if the notice is for multiple items, the notice shall be valid for all contingencies and contractual actions for which the Delivery of the notice is within the time permitted in the Agreement and void as to the others. Seller or Buyer shall be required to Deliver a new Notice to Buyer to Perform or Notice to Seller to Perform with the specified timeframe.

F. **EFFECT OF REMOVAL OF CONTINGENCIES:**

(1) **REMOVAL OF BUYER CONTINGENCIES:** If Buyer removes any contingency or cancellation rights, unless Otherwise Agreed, Buyer shall conclusively be deemed to have: **(i)** completed all Buyer Investigations, and review of Reports and other applicable information and disclosures pertaining to that contingency or cancellation right; **(ii)** elected to proceed with the transaction; and **(iii)** assumed all liability, responsibility and expense for the non-delivery of any Reports, disclosures or information outside of Seller's control and for any Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.

(2) **REMOVAL OF SELLER CONTINGENCIES:** If Seller removes any contingency or cancellation rights, unless Otherwise Agreed, Seller shall conclusively be deemed to have: **(i)** satisfied themselves regarding such contingency, **(ii)** elected to proceed with the transaction; and **(iii)** given up any right to cancel this Agreement based on such contingency.

G. **DEMAND TO CLOSE ESCROW:** Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a Demand to Close Escrow (C.A.R. Form DCE). The DCE shall: **(i)** be Signed by the applicable Buyer or Seller; and **(ii)** give the other Party at least **3 Days** after Delivery to close escrow. A DCE may not be Delivered any earlier than **3 Days** prior to the Scheduled Performance Day for the Close Of Escrow. If a DCE is incorrectly Delivered or specifies a time less than the agreed time, the DCE shall be deemed invalid and void and Seller or Buyer shall be required to Deliver a new DCE.

H. **EFFECT OF CANCELLATION ON DEPOSITS:** If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign and Deliver mutual instructions to cancel the sale and escrow and release deposits, if any, to the Party entitled to the funds, less **(i)** fees and costs paid by Escrow Holder on behalf of that Party, if required by this Agreement; and **(ii)** any escrow fee charged to that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. **A release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award. A Party may be subject to a civil penalty of up to $1,000 for refusal to Sign cancellation instructions if no good faith dispute exists as to which Party is entitled to the deposited funds (Civil Code § 1057.3). Note: Neither Agents nor Escrow Holder are qualified to provide any opinion on whether either Party has acted in good faith or which Party is entitled to the deposited funds. Buyer and Seller are advised to seek the advice of a qualified California real estate attorney regarding this matter.**

18. **REPAIRS:** Repairs shall be completed prior to final verification of condition unless Otherwise Agreed. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. Buyer acknowledges that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: **(i)** obtain invoices and paid receipts for Repairs performed by others; **(ii)** prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and **(iii)** provide Copies of invoices and paid receipts and statements to Buyer prior to final verification of condition.
19. **FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final verification of the Property condition within the time specified in **paragraph 3J**, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: **(i)** the Property is maintained pursuant to **paragraph 7B**; **(ii)** Repairs have been completed as agreed; and **(iii)** Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).
20. **PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS:** Unless Otherwise Agreed, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, Seller rental payments, HOA regular assessments due prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. Seller shall pay any HOA special or emergency assessments due prior to Close Of Escrow. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special or emergency assessments that are due after Close Of Escrow. Property will be reassessed upon change of ownership. Any supplemental tax bills delivered to Escrow Holder prior to closing shall be prorated and paid as follows: **(i)** for periods after Close Of Escrow, by Buyer; and **(ii)** for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). Seller agrees all service fees, maintenance costs and utility bills will be paid current up and through the date of Close Of Escrow. TAX BILLS AND UTILITY BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.
21. **BROKERS AND AGENTS:**

A. **COMPENSATION:** Seller or Buyer, or both, as applicable, agree to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer. If Seller agrees to pay the obligation of Buyer to compensate Buyer's Broker (see **paragraph 3G(3)**), Seller shall be entitled to a copy of the portion of the written compensation agreement between Buyer and Buyer's Broker identifying the compensation to be paid. See C.A.R. Form SPBB for further information.

B. **SCOPE OF DUTY:** Buyer and Seller acknowledge and agree that Agent: **(i)** Does not decide what price Buyer should pay or Seller should accept; **(ii)** Does not guarantee the condition of the Property; **(iii)** Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; **(iv)** Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; **(v)** Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Agent; **(vi)** Shall not be responsible for inspecting public records or permits concerning the title or use of Property; **(vii)** Shall not be responsible for identifying the location of boundary lines or other items affecting title; **(viii)** Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; **(ix)** Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; **(x)** Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and **(xi)** Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.

C. **BROKERAGE:** Neither Buyer nor Seller has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as specified in this Agreement, in connection with any act relating to the Property, including, but not limited to, inquiries, introductions, consultations, and negotiations leading to this Agreement. Buyer and Seller each agree to indemnify and hold the other, the Brokers specified herein and their agents, harmless from and against any costs, expenses or liability for compensation claimed inconsistent with the warranty and representation in this paragraph.

22. **JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:**

A. **The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder,** which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: **paragraphs 1, 3A, 3B, 3D-G, 3N(2), 3Q, 3S, 4A, 4B, 5A(1-2), 5D, 5E, 11A, 11E(2), 16 (except 16D), 17H, 20, 21A, 22, 26, 32, 35, 36, 40,** and **41.** If a Copy of the separate compensation agreement(s) provided for in paragraph 21A is deposited with Escrow Holder by Agent, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned.

B. Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder. To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller shall Sign and return Escrow Holder's general provisions or supplemental instructions within the time specified in **paragraph 3N(2)**. Buyer and Seller shall execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within **3 Days**, shall pay to Escrow Holder or HOA or HOA management company or others any fee required by **paragraphs 3, 8, 11,** or elsewhere in this Agreement.

C. A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within **3 Days** after **Acceptance**. Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title Company when received from Seller, if a separate company is providing title insurance. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under **paragraph 11A**, Escrow Holder shall deliver to Buyer, Buyer's Agent, and Seller's Agent a Qualified Substitute statement that complies with federal Law. If Escrow Holder's Qualified Substitute statement does not comply with federal law, the Parties instruct escrow to withhold all applicable required amounts under **paragraph 11A**.

D. Agents are not a party to the escrow except for the sole purpose of receiving compensation pursuant to **paragraph 21A**. If a Copy of the separate compensation agreement(s) is deposited with Escrow Holder by Agent, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). Escrow Holder shall provide to Buyer and Seller, either jointly or separately, a closing statement or other written documentation showing the amount of compensation paid to, respectively, Buyer's Broker and Seller's Broker. Buyer and Seller irrevocably assign to Brokers compensation specified in **paragraph 21A**, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement.

E. Buyer and Seller acknowledge that Escrow Holder may require invoices for expenses under this Agreement. Buyer and Seller, upon request by Escrow Holder, within **3 Days** or within a sufficient time to close escrow, whichever is sooner, shall provide any such invoices to Escrow Holder.

F. Upon receipt, Escrow Holder shall provide Buyer, Seller, and each Agent verification of Buyer's deposit of funds pursuant to **paragraph 5A(1) and 5A(2)**. Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify each Agent: **(i)** if Buyer's initial or any additional deposit or down payment is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or **(ii)** if Buyer and Seller instruct Escrow Holder to cancel escrow.

G. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within **3 Days** after mutual execution of the amendment.

23. **SELECTION OF SERVICE PROVIDERS:** Agents do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Agent or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.

24. **MULTIPLE LISTING SERVICE ("MLS"):** Agents are authorized to report to the MLS that an offer has been accepted and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS. Buyer acknowledges that: **(i)** any pictures, videos, floor plans (collectively, "Images") or other information about the Property that has been or will be inputted into the MLS or internet portals, or both, at the instruction of Seller or in compliance with MLS rules, will not be removed after Close Of Escrow; **(ii)** California Civil Code § 1088(c) requires the MLS to maintain such Images and information for at least three years and as a result they may be displayed or circulated on the Internet, which cannot be controlled or removed by Seller or Agents; and **(iii)** Seller, Seller's Agent, Buyer's Agent, and MLS have no obligation or ability to remove such Images or information from the Internet.

25. **ATTORNEY FEES AND COSTS:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in **paragraph 38A.**
26. **ASSIGNMENT/NOMINATION:** Buyer shall have the right to assign all of Buyer's interest in this Agreement to Buyer's own trust or to any wholly owned entity of Buyer that is in existence at the time of such assignment. Otherwise, Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the separate written consent of Seller to a specified assignee. Such consent shall not be unreasonably withheld. Prior to any assignment, Buyer shall disclose to Seller the name of the assignee and the amount of any monetary consideration between Buyer and assignee. Buyer shall provide assignee with all documents related to this Agreement including, but not limited to, the Agreement and any disclosures. If assignee is a wholly owned entity or trust of Buyer, that assignee does not need to re-sign or initial all documents provided. Whether or not an assignment requires seller's consent, at the time of assignment, assignee shall deliver a letter from assignee's lender that assignee is prequalified or preapproved as specified in **paragraph 6B**. Should assignee fail to deliver such a letter, Seller, after first giving Assignee an Notice to Buyer to Perform, shall have the right to terminate the assignment. Buyer shall, within the time specified in **paragraph 3K**, Deliver any request to assign this Agreement for Seller's consent. If Buyer fails to provide the required information within this time frame, Seller's withholding of consent shall be deemed reasonable. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless Otherwise Agreed by Seller (C.A.R. Form AOAA). Parties shall provide any assignment agreement to Escrow Holder within **1 Day** after the assignment. Any nomination by Buyer shall be subject to the same procedures, requirements, and terms as an assignment as specified in this paragraph.
27. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon, and inure to the benefit of, Buyer and Seller and their respective successors and assigns, except as otherwise provided herein.
28. **ENVIRONMENTAL HAZARD CONSULTATION:** Buyer and Seller acknowledge: **(i)** Federal, state, and local legislation impose liability upon existing and former owners and users of real property, in applicable situations, for certain legislatively defined, environmentally hazardous substances; **(ii)** Agent(s) has/have made no representation concerning the applicability of any such Law to this transaction or to Buyer or to Seller, except as otherwise indicated in this Agreement; **(iii)** Agent(s) has/have made no representation concerning the existence, testing, discovery, location, and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property; and **(iv)** Buyer and Seller are each advised to consult with technical and legal experts concerning the existence, testing, discover, location and evaluation of/for, and risks posed by, environmentally hazardous substances, in any, located on or potentially affecting the Property.
29. **AMERICANS WITH DISABILITIES ACT:** The Americans With Disabilities Act ("ADA") prohibits discrimination against individuals with disabilities. The ADA affects almost all commercial facilities and public accommodations. Residential properties are not typically covered by the ADA, but may be governed by its provisions if used for certain purposes. The ADA can require, among other things, that building be made readily accessible to the disabled. Different requirements apply to new construction, alterations to existing buildings, and removal of barriers in existing buildings. Compliance with the ADA may require significant costs. Monetary and injunctive remedies may be incurred if the Property is not in compliance. A real estate broker or agent does not have the technical expertise to determine whether a building is in compliance with ADA requirements, or to advise a principal on those requirements. Buyer and Seller are advised to contact a qualified California real estate attorney, contractor, architect, engineer, or other qualified professional of Buyer or Seller's own choosing to determine to what degree, if any, the ADA impacts that principal or this transaction.
30. **EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
31. **COPIES:** Seller and buyer each represent that Copies of all reports, certificates, approvals, and other documents that are furnished to the other are true, correct, and unaltered Copies of the original documents, if the originals are in the possession of the furnishing party.
32. **DEFINITIONS and INSTRUCTIONS:** The following words are defined terms in this Agreement, shall be indicated by initial capital letters throughout this Agreement, and have the following meaning whenever used:
    A. **"Acceptance"** means the time the offer or final counter offer is fully executed, in writing, by the recipient Party and is Delivered to the offering Party or that Party's Authorized Agent.
    B. **"Agent"** means the Broker, salesperson, broker-associate or any other real estate licensee licensed under the brokerage firm identified in **paragraph 2B**.
    C. **"Agreement"** means this document and any counter offers and any incorporated addenda or amendments, collectively forming the binding agreement between the Parties. Addenda and amendments are incorporated only when Signed and Delivered by all Parties.
    D. **"As-Is"** condition: Seller shall disclose known material facts and defects as specified in this Agreement. Buyer has the right to inspect the Property and, within the time specified, request that Seller make repairs or take other corrective action, or exercise any contingency cancellation rights in this Agreement. Seller is only required to make repairs specified in this Agreement or as Otherwise Agreed.
    E. **"Authorized Agent"** means an individual real estate licensee specified in the Real Estate Broker Section.
    F. **"C.A.R. Form"** means the most current version of the specific form referenced or another comparable form agreed to by the Parties.
    G. **"Close Of Escrow"**, including "COE", means the date the grant deed, or other evidence of transfer of title, is recorded for any real property, or the date of Delivery of a document evidencing the transfer of title for any non-real property transaction.
    H. **"Copy"** means copy by any means including photocopy, facsimile and electronic.
    I. **Counting Days** is done as follows unless Otherwise Agreed: (1) The first Day after an event is the first full calendar date following the event, and ending at 11:59 pm. For example, if a Notice to Buyer to Perform (C.A.R. form NBP) is Delivered at 3 pm on the 7th calendar day of the month, or Acceptance of a counter offer is personally received at 12 noon on the 7th calendar day of the month, then the 7th is Day "0" for purposes of counting days to respond to the NBP or calculating the Close Of Escrow date or contingency removal dates and the 8th of the month is Day 1 for those same purposes. (2) All calendar days are counted in establishing the first Day after an event. (3) All calendar days are counted in determining the date upon which performance must be completed, ending at 11:59 pm on the last day for performance ("Scheduled Performance Day"). (4) After Acceptance, if the Scheduled Performance Day for any act required by this Agreement, including Close Of Escrow, lands on a Saturday, Sunday, or Legal Holiday, the performing party shall be allowed to perform on the next day that is not a Saturday, Sunday or Legal Holiday ("Allowable Performance Day"), and ending at 11:59 pm. "Legal Holiday" shall mean any holiday or optional bank holiday under Civil Code §§ 7 and 7.1 and any holiday under Government Code § 6700. (5) For the purposes of COE, any day that the Recorder's office in the County where the Property is located is closed or any day that the lender or Escrow Holder under this Agreement is closed, the COE shall occur on the next day the Recorder's office in that County, the lender, and the Escrow Holder are open. (6) COE is considered Day 0 for purposes of counting days Seller is allowed to remain in possession, if permitted by this Agreement.
    J. **"Day"** or **"Days"** means calendar day or days. However, delivery of deposit to escrow is based on business days.

K. **"Deliver", "Delivered" or "Delivery"** of documents, unless Otherwise Agreed, means and shall be effective upon personal receipt of the document by Buyer or Seller or their Authorized Agent. Personal receipt means **(i)** a Copy of the document, or as applicable, link to the document, is in the possession of the Party or Authorized Agent, regardless of the Delivery method used (i.e. e-mail, text, other). A document, or as applicable link to a document, shall be deemed to be "in possession" if it is located in the inbox for the applicable Party or Authorized Agent; or **(ii)** an electronic Copy of the document, or as applicable, link to the document, has been sent to the designated electronic delivery address specified in the Real Estate Broker Section unless Otherwise Agreed in C.A.R. Form DEDA. After Acceptance, Agent may change the designated electronic delivery address for that Agent by, in writing, Delivering notice of the change in designated electronic delivery address to the other Party (C.A.R. Form DEDA). Links could be, for example, to DropBox or GoogleDrive or other functionally equivalent program. If the recipient of a link is unable or unwilling to open the link or download the documents or otherwise prefers Delivery of the documents directly, Recipient of a link shall notify the sender in writing, within **3 Days** after Delivery of the link (C.A.R. Form RFR). In such case, Delivery shall be effective upon Delivery of the documents and not the link. Failure to notify sender within the time specified above shall be deemed consent to receive, and Buyer opening, the document by link.

L. **"Electronic Copy"** or **"Electronic Signature"** means, as applicable, an electronic copy or signature complying with California Law. Unless Otherwise Agreed, Buyer and Seller agree to the use of Electronic Signatures. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.

M. **"Law"** means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.

N. **"Legally Authorized Signer"** means an individual who has authority to Sign for the principal as specified in **paragraph 40** or **paragraph 41.**

O. **"Otherwise Agreed"** means an agreement in writing, signed by both Parties and Delivered to each.

P. **"Repairs"** means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.

Q. **"Sign" or "Signed"** means either a handwritten or Electronic Signature on an original document, Copy or any counterpart.

33. FAIR APPRAISAL ACT NOTICE:

A. Any appraisal of the property is required to be unbiased, objective, and not influenced by improper or illegal considerations, including, but not limited to, any of the following: race, color, religion (including religious dress, grooming practices, or both), gender (including, but not limited to, pregnancy, childbirth, breastfeeding, and related conditions, and gender identity and gender expression), sexual orientation, marital status, medical condition, military or veteran status, national origin (including language use and possession of a driver's license issued to persons unable to provide their presence in the United States is authorized under federal law), source of income, ancestry, disability (mental and physical, including, but not limited to, HIV/AIDS status, cancer diagnosis, and genetic characteristics), genetic information, or age.

B. If a buyer or seller believes that the appraisal has been influenced by any of the above factors, the seller or buyer can report this information to the lender or mortgage broker that retained the appraiser and may also file a complaint with the Bureau of Real Estate Appraisers at https://www2.brea.ca.gov/complaint/ or call (916) 552-9000 for further information on how to file a complaint.

34. TERMS AND CONDITIONS OF OFFER: This is an offer to purchase the Property on the terms and conditions herein. The individual Liquidated Damages and Arbitration of Disputes paragraphs are incorporated in this Agreement if initialed by all Parties or if incorporated by mutual agreement in a Counter Offer or addendum. **If at least one but not all Parties initial, a Counter Offer is required until agreement is reached.** Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance and to market the Property for backup offers after Acceptance. The Parties have read and acknowledge receipt of a Copy of the offer and agree to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing. By signing this offer or any document in the transaction, the Party Signing the document is deemed to have read the document in its entirety.

35. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES: Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as Otherwise Agreed, this Agreement shall be interpreted, and disputes shall be resolved in accordance with the Laws of the State of California. **Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.**

36. LEGALLY AUTHORIZED SIGNER: Wherever the signature or initials of the Legally Authorized Signer identified in **paragraph 40** and **41** appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer **(i)** represents that the entity for which that person is acting already exists and is in good standing to do business in California and **(ii)** shall Deliver to the other Party and Escrow Holder, as specified in **paragraph 3N(4)**, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

37. LIQUIDATED DAMAGES:

If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. AT THE TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION INCORPORATING THE INCREASED DEPOSIT AS LIQUIDATED DAMAGES (C.A.R. FORM DID).

Buyer's Initials _____ / _____ **Seller's Initials** _____ / _____

38. MEDIATION:
   A. The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. The mediation shall be conducted through the C.A.R. Real Estate Mediation Center for Consumers **(www.consumermediation.org)** or through any other mediation provider or service mutually agreed to by the Parties. The Parties **also agree to mediate any disputes or claims with Agents(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Agent.** Mediation fees, if any, shall be divided equally among the Parties involved, and shall be recoverable under the prevailing party attorney fees clause. If, for any dispute or claim to which this paragraph applies, any Party **(i)** commences an action without first attempting to resolve the matter through mediation, or **(ii)** before commencement of an action, refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.
   B. **ADDITIONAL MEDIATION TERMS: (i) Exclusions from this mediation agreement are specified in paragraph 39B; (ii) The obligation to mediate does not preclude the right of either Party to seek a preservation of rights under paragraph 39C; and (iii) Agent's rights and obligations are further specified in paragraph 39D.**

39. ARBITRATION OF DISPUTES:
   A. **The Parties agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The Parties also agree to arbitrate any disputes or claims with Agents(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Agent. The arbitration shall be conducted through any arbitration provider or service mutually agreed to by the Parties. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of transactional real estate Law experience, unless the Parties mutually agree to a different arbitrator. Enforcement of, and any motion to compel arbitration pursuant to, this agreement to arbitrate shall be governed by the procedural rules of the Federal Arbitration Act, and not the California Arbitration Act, notwithstanding any language seemingly to the contrary in this Agreement. The Parties shall have the right to discovery in accordance with Code of Civil Procedure § 1283.05. The arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction.**
   B. **EXCLUSIONS: The following matters are excluded from mediation and arbitration: (i) Any matter that is within the jurisdiction of a probate, small claims or bankruptcy court; (ii) an unlawful detainer action; and (iii) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code § 2985.**
   C. **PRESERVATION OF ACTIONS: The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) the filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, provided the filing party concurrent with, or immediately after such filing, makes a request to the court for a stay of litigation pending any applicable mediation or arbitration proceeding; or (iii) the filing of a mechanic's lien.**
   D. **AGENTS: Agents shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Agents(s) participating in mediation or arbitration shall not be deemed a party to this Agreement.**
   E. **"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."**

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Buyer's Initials _____ / _____ **Seller's Initials** _____ / _____

40. OFFER

A. EXPIRATION OF OFFER: This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless by the date and time specified in **paragraph 3C**, the offer is Signed by Seller and a Copy of the Signed offer is Delivered to Buyer or Buyer's Authorized Agent. **Seller has no obligation to respond to an offer made.**

B. ☐ **ENTITY BUYERS: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)**

(1) One or more Buyers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.

(2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 36** for additional terms.

(3) The name(s) of the Legally Authorized Signer(s) is/are: _____, _____.

(4) A. If a trust, identify Buyer as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust).

B. If Property is sold under the jurisdiction of a probate court, identify Buyer as executor or administrator, or by a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).

(5) The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #): _____

_____.

C. The VLPA has 17 pages. Buyer acknowledges receipt of, and has read and understands, every page and all attachments that make up the Agreement.

D. BUYER SIGNATURE(S):

(Signature) By, _____ **Date:** _____

Printed name of BUYER: *County of Mariposa*

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

(Signature) By, _____ **Date:** _____

Printed name of BUYER: _____

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

☐ IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

41. ACCEPTANCE

A. ACCEPTANCE OF OFFER: Seller warrants that Seller is the owner of the Property or has the authority to execute this Agreement. Seller accepts the above offer and agrees to sell the Property on the above terms and conditions. Seller has read and acknowledges receipt of a Copy of this Agreement and authorizes Agent to Deliver a Signed Copy to Buyer.

Seller's acceptance is subject to the attached Counter Offer or Back-Up Offer Addendum, or both, checked below. Seller shall return and include the entire agreement with any response.

☐ **Seller Counter Offer** (C.A.R. Form SCO or SMCO)

☐ **Back-Up Offer Addendum** (C.A.R. Form BUO)

B. ☐ **ENTITY SELLERS: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure form (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)**

(1) One or more Sellers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.

(2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 36** for additional terms.

(3) The name(s) of the Legally Authorized Signer(s) is/are: _____, _____.

(4) A. If a trust, identify Seller as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust).

B. If Property is sold under the jurisdiction of a probate court, identify Seller as executor or administrator, or by a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).

(5) The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #): _____

_____.

C. The VLPA has 17 pages. Seller acknowledges receipt of, and has read and understands, every page and all attachments that make up the Agreement.

SELLER SIGNATURE(S):

(Signature) By, _____ **Date:** _____

Printed name of SELLER: *Thomas Ritter*

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

(Signature) By, _____ **Date:** _____

Printed name of SELLER: *Lori Ritter*

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

☐ IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

OFFER NOT ACCEPTED: _____/_____ No Counter Offer is being made. This offer was not accepted by Seller _____ (date)
Seller's Initials

Property Address: *5348 State Highway 49 N, Mariposa, CA 95338* Date: *September 24, 2024*

REAL ESTATE BROKERS SECTION:

1. **Real Estate Agents are not parties to the Agreement between Buyer and Seller.**
2. **Agency relationships are confirmed as stated in paragraph 2.**
3. **Presentation of Offer:** Pursuant to the National Association of REALTORS® Standard of Practice 1-7, if Buyer's Agent makes a written request, Seller's Agent shall confirm in writing that this offer has been presented to Seller.
4. **Agents' Signatures and designated electronic delivery address:**

A. Buyer's Brokerage Firm *eXp Realty of California* DRE Lic. # *01878277*

By *Twiss Realty Group-Courtney Twiss* DRE Lic. # *01808727* Date _____

By _____ DRE Lic. # _____ Date _____

Address *5036 Highway 140* City *Mariposa* State *CA* Zip *95338*

Email *courtney@twissrealty.com* Phone # *(209)769-0532*

☐ More than one agent from the same firm represents Buyer. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.
☐ More than one brokerage firm represents Buyer. Additional Broker Acknowledgement (C.A.R. Form ABA) attached.

Designated Electronic Delivery Address(es): Email above or _____

☐ **Attached DEDA:** If Parties elect to have an alternative Delivery method, such method may be indicated on C.A.R. Form DEDA.

B. Seller's Brokerage Firm *EXP OF CALIFORNIA INC.* DRE Lic. # *00872762*

By *Twiss Realty Group-Courtney Twiss* DRE Lic. # *01808727* Date _____

By _____ DRE Lic. # _____ Date _____

Address *5036 Highway 140* City *Mariposa* State *CA* Zip *95338*

Email *courtney@twissrealty.com* Phone # _____

☐ More than one agent from the same firm represents Seller. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.
☐ More than one brokerage firm represents Seller. Additional Broker Acknowledgement (C.A.R. Form ABA) attached.

Designated Electronic Delivery Address(es) (To be filled out by Seller's Agent): Email above or _____

☐ **Attached DEDA:** If Parties elect to have an alternative Delivery method, such method may be indicated on C.A.R. Form DEDA.

Buyer's Initials _____/_____ Seller's Initials _____/_____

ESCROW HOLDER ACKNOWLEDGMENT:

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, ☐ a deposit in the amount of $ _____), Counter Offer numbers _____ and _____, and agrees to act as Escrow Holder subject to **paragraph 22** of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.

Escrow Holder is advised by _____ that the date of Acceptance of the Agreement is _____

Escrow Holder _____ Escrow # _____

By _____ Date _____

Address _____

Phone/Fax/E-mail _____

Escrow Holder has the following license number # _____

☐ Department of Financial Protection and Innovation, ☐ Department of Insurance, ☐ Department of Real Estate.

PRESENTATION OF OFFER: _____/_____ Seller's Brokerage Firm presented this offer to Seller on _____ (date).
Broker or Designee Initials

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EQUAL HOUSING OPPORTUNITY

CALIFORNIA ASSOCIATION OF REALTORS®

BUYER'S VACANT LAND ADDITIONAL INSPECTION ADVISORY

(C.A.R. Form BVLIA, Revised 6/23)

Property Address: *5348 State Highway 49 N, Mariposa, CA 95338* ("Property").

A. IMPORTANCE OF PROPERTY INVESTIGATION: The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. For this reason, you should conduct thorough investigations of the Property personally and with professionals who should provide written reports of their investigations. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If the professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations. Additionally, some inspections, such as those listed below, may be of particular importance when purchasing vacant land.

B. BUYER RIGHTS AND DUTIES: You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know, or that are within your diligent attention and observation. The purchase agreement gives you the right to investigate the Property. If you exercise this right, and you should, you must do so in accordance with the terms of that agreement. This is the best way for you to protect yourself. It is extremely important for you to read all written reports provided by professionals and to discuss the results of inspections with the professional who conducted the inspection. You have the right to request that Seller make repairs, corrections or take other action based upon items discovered in your investigations or disclosed by Seller. If Seller is unwilling or unable to satisfy your requests, or you do not want to purchase the Property in its disclosed and discovered condition, you have the right to cancel the agreement if you act within specific time periods. If you do not perform, and you have not cancelled the agreement in a timely and proper manner, you may be in breach of contract.

C. SELLER RIGHTS AND DUTIES: Seller is required to disclose to you known material facts that affect the value or desirability of the Property. However, Seller may not be aware of some Property defects or conditions. Seller does not have an obligation to inspect the Property for your benefit nor is Seller obligated to repair, correct or otherwise cure known defects that are disclosed to you or previously unknown defects that are discovered by you or your inspectors during escrow. The purchase agreement obligates Seller to make the Property available to you for investigations.

D. BROKER OBLIGATIONS: Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as soil stability, geologic or environmental conditions, hazardous or illegal controlled substances, structural conditions of the foundation or other improvements, or the condition of the roof, plumbing, heating, air conditioning, electrical, sewer, septic, waste disposal, or other system. The only way to accurately determine the condition of the Property is through an inspection by an appropriate professional selected by you. If Broker gives you referrals to such professionals, Broker does not guarantee their performance. You may select any professional of your choosing. If you have entered into a written agreement with a Broker, the specific terms of that agreement will determine the nature and extent of that Broker's duty to you. **YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.**

E. YOU ARE ADVISED TO CONDUCT INVESTIGATIONS OF THE ENTIRE PROPERTY, INCLUDING, BUT NOT LIMITED TO THE FOLLOWING:

1. **FINANCE:** Financing the purchase of vacant land and especially financing construction loans for the improvement of vacant land can provide particular challenges, including subordination agreements and insurance requirements. Buyer is advised to seek the assistance of reputable lenders in assistance with their decisions regarding financing of the property.
2. **CONSTRUCTION COSTS:** If Buyer is contemplating building improvements on the property, Buyer is advised that they will have to contact any contractors, service providers, suppliers, architects, utility companies regarding the costs of improvements. Buyer is advised to get written bids from all such persons regarding their decision to develop the property.
3. **UTILITIES:** Unimproved property may or may not have utilities available to the property. Buyer(s) is advised to obtain information from the public or private utility provider about the availability and cost of providing utilities to the property and whether necessary easements are in place to allow such utilities to the property.
4. **ENVIRONMENTAL SURVEY:** Unimproved land may have had or may have hazardous materials stored upon or under the land or been used by persons engaged in activities exposing the land to hazardous materials. The land may also be host to protected vegetation or animal life. Buyer(s) is advised to satisfy themselves as what hazards or protected plant or animal life are on the property and what impact they may have on Buyer's future plans for the property by seeking the help of a qualified professional.

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5. **NATURAL HAZARDS REPORTS:** Buyer(s) is advised that while certain disclosures are required by state, federal and local laws, hazard disclosure companies can provide additional disclosures for both natural and man-made hazards or nuisances for a cost. Buyer is advised to seek the advice of a natural hazards reporting company regarding additional reports and disclosures that buyer may wish to obtain.
6. **SUBDIVISION OF THE PROPERTY:** If Buyer's plans include future subdivision of the property (whether under the Subdivision Map Act of the Subdivided Lands Law) multiple, complex issues regarding city, county, state, and federal laws may be presented. Buyer is strongly advised to seek the advice of California legal counsel familiar with federal, state and local subdivision requirements.

Buyer and Seller acknowledge and agree that Broker: **(i)** Does not decide what price Buyer should pay or Seller should accept; **(ii)** Does not guarantee the condition of the Property; **(iii)** Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; **(iv)** Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; **(v)** Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Broker; **(vi)** Shall not be responsible for inspecting public records or permits concerning the title or use of Property; **(vii)** Shall not be responsible for identifying the location of boundary lines or other items affecting title; **(viii)** Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; **(ix)** Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and **(x)** Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.

By signing below, Buyer and Seller each acknowledge that they have read, understand, accept and have received a Copy of this Advisory. Buyer is encouraged to read it carefully.

SELLER _____ Date _____
Thomas Ritter

SELLER _____ Date _____
Lori Ritter

BUYER _____ Date _____
County of Mariposa

BUYER _____ Date _____

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EQUAL HOUSING OPPORTUNITY

CALIFORNIA ASSOCIATION OF REALTORS®

POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER - DISCLOSURE AND CONSENT

(C.A.R. Form PRBS, Revised 12/21)

A real estate broker (Broker), whether a corporation, partnership or sole proprietorship, may represent more than one buyer or seller. This multiple representation can occur through an individual licensed as a broker or salesperson or through different individual broker's or salespersons (associate licensees) acting under the Broker's license. The associate licensees may be working out of the same or different office locations.

Multiple Buyers: Broker (individually or through its associate licensees) may be working with many prospective buyers at the same time. These prospective buyers may have an interest in, and make offers on, the same properties. Some of these properties may be listed with Broker and some may not. Broker will not limit or restrict any particular buyer from making an offer on any particular property whether or not Broker represents other buyers interested in the same property.

Multiple Sellers: Broker (individually or through its associate licensees) may have listings on many properties at the same time. As a result, Broker will attempt to find buyers for each of those listed properties. Some listed properties may appeal to the same prospective buyers. Some properties may attract more prospective buyers than others. Some of these prospective buyers may be represented by Broker and some may not. Broker will market all listed properties to all prospective buyers whether or not Broker has another or other listed properties that may appeal to the same prospective buyers.

Dual Agency: If Seller is represented by Broker, Seller acknowledges that broker may represent prospective buyers of Seller's property and consents to Broker acting as a dual agent for both seller and buyer in that transaction. If Buyer is represented by Broker, buyer acknowledges that Broker may represent sellers of property that Buyer is interested in acquiring and consents to Broker acting as a dual agent for both buyer and seller with regard to that property.

In the event of dual agency, seller and buyer agree that: a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the buyer's or seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the seller's willingness to accept a price less than the listing price or the buyer's willingness to pay a price greater than the price offered; and except as set forth above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.

Offers not necessarily confidential: Buyer is advised that seller or listing agent may disclose the existence, terms, or conditions of buyer's offer unless all parties and their agent have signed a written confidentiality agreement. Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the listing agent's marketing strategy and the instructions of the seller.

Buyer and seller understand that Broker may represent more than one buyer or more than one seller and even both buyer and seller on the same transaction and consents to such relationships.

Seller and/or Buyer acknowledges reading and understanding this Possible Representation of More Than One Buyer or Seller - Disclosure and Consent and agrees to the agency possibilities disclosed.

Seller _____ *Thomas Ritter* Date _____

Seller _____ *Lori Ritter* Date _____

Buyer _____ *County of Mariposa* Date _____

Buyer _____ Date _____

Buyer's Brokerage Firm *eXp Realty of California* DRE Lic # *01878277*

By _____ DRE Lic # *01808727* Date _____

Twiss Realty Group-Courtney Twiss

Seller's Brokerage Firm *EXP OF CALIFORNIA INC.* DRE Lic # *00872762*

By _____ DRE Lic # *01808727* Date _____

Twiss Realty Group-Courtney Twiss

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EQUAL HOUSING OPPORTUNITY

FAIR HOUSING AND DISCRIMINATION ADVISORY

(C.A.R. Form FHDA, Revised 6/23)

1. **EQUAL ACCESS TO HOUSING FOR ALL:** All housing in California is available to all persons. Discrimination as noted below is prohibited by law. Resources are available for those who have experienced unequal treatment under the law.
2. **FEDERAL AND STATE LAWS PROHIBIT DISCRIMINATION AGAINST IDENTIFIED PROTECTED CLASSES:**
   A. FEDERAL FAIR HOUSING ACT ("FHA") Title VIII of the Civil Rights Act; 42 U.S.C. §§ 3601-3619; Prohibits discrimination in sales, rental or financing of residential housing against persons in protected classes;
   B. CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT ("FEHA") California Government Code ("GC") §§ 12900-12996,12955; 2 California Code of Regulations ("CCR") §§ 12005-12271; Prohibits discrimination in sales, rental or financing of housing opportunity against persons in protected classes by providers of housing accommodation and financial assistance services as related to housing;
   C. CALIFORNIA UNRUH CIVIL RIGHTS ACT ("Unruh") California Civil Code ("CC") § 51; Prohibits business establishments from discriminating against, and requires full and equal accommodation, advantages, facilities, privileges, and services to persons in protected classes;
   D. AMERICANS WITH DISABILITIES ACT ("ADA") 42 U.S.C. §§ 12181-12189; Title III of the ADA prohibits discrimination based on disability in public accommodations; and
   E. OTHER FAIR HOUSING LAWS: § 504 of Rehabilitation Act of 1973 29 U.S.C. § 794; Ralph Civil Rights Act CC § 51.7; California Disabled Persons Act; CC §§ 54-55.32; any local city or county fair housing ordinances, as applicable.
3. **POTENTIAL LEGAL REMEDIES FOR UNLAWFUL DISCRIMINATION: Violations of fair housing laws may result in monetary civil fines, injunctive relief, compensatory and/or punitive damages, and attorney fees and costs.**
4. **PROTECTED CLASSES/CHARACTERISTICS:** Whether specified in Federal or State law or both, discrimination against persons based on that person's belonging to, association with, or perceived membership in, certain classes or categories, such as the following, is prohibited. Other classes, categories or restrictions may also apply.

Race	Color	Ancestry	National Origin	Religion
Age	Sex, Sexual Orientation	Gender, Gender Identity, Gender expression	Marital Status	Familial Status (family with a child or children under 18)
Citizenship	Immigration Status	Primary Language	Military/Veteran Status	Source of Income (e.g., Section 8 Voucher)
Medical Condition	Disability (Mental & Physical)	Genetic Information	Criminal History (non-relevant convictions)	Any arbitrary characteristic

5. **THE CALIFORNIA DEPARTMENT OF REAL ESTATE REQUIRES TRAINING AND SUPERVISION TO PREVENT HOUSING DISCRIMINATION BY REAL ESTATE LICENSEES:**
   A. California Business & Professions Code ("B&PC") § 10170.5(a)(4) requires 3 hours of training on fair housing for DRE license renewal; Real Estate Regulation § 2725(f) requires brokers who oversee salespersons to be familiar with the requirements of federal and state laws relating to the prohibition of discrimination.
   B. Violation of DRE regulations or real estate laws against housing discrimination by a real estate licensee may result in the loss or suspension of the licensee's real estate license. B&PC §10177(l)(1); 10 CCR § 2780
6. **REALTOR® ORGANIZATIONS PROHIBIT DISCRIMINATION:** NAR Code of Ethics Article 10 prohibits discrimination in employment practices or in rendering real estate license services against any person because of race, color, religion, sex, disability, familial status, national origin, sexual orientation, or gender identity by REALTORS®.
7. **WHO IS REQUIRED TO COMPLY WITH FAIR HOUSING LAWS?**
   Below is a non-exclusive list of providers of housing accommodations or financial assistance services as related to housing who are most likely to be encountered in a housing transaction and who must comply with fair housing laws.
   - Sellers
   - Real estate licensees
   - Mobilehome parks
   - Insurance companies
   - Landlords/Housing Providers
   - Real estate brokerage firms
   - Homeowners Associations ("HOAs");
   - Government housing services
   - Sublessors
   - Property managers
   - Banks and Mortgage lenders
   - Appraisers
8. **EXAMPLES OF CONDUCT THAT MAY NOT BE MOTIVATED BY DISCRIMINATORY INTENT BUT COULD HAVE A DISCRIMINATORY EFFECT:**
   A. Prior to acceptance of an offer, asking for or offering buyer personal information or letters from the buyer, especially with photos. Those types of documents may inadvertently reveal, or be perceived as revealing, protected status information thereby increasing the risk of **(i)** actual or unconscious bias, and **(ii)** potential legal claims against sellers and others by prospective buyers whose offers were rejected.
   B. Refusing to rent **(i)** an upper-level unit to an elderly tenant out of concern for the tenant's ability to navigate stairs or **(ii)** a house with a pool to a person with young children out of concern for the children's safety.
9. **EXAMPLES OF UNLAWFUL OR IMPROPER CONDUCT BASED ON A PROTECTED CLASS OR CHARACTERISTIC:**
   A. Refusing to negotiate for a sale, rental or financing or otherwise make a housing opportunity unavailable; failing to present offers due to a person's protected status;
   B. Refusing or failing to show, rent, sell or finance housing; "channeling" or "steering" a prospective buyer or tenant to or away from a particular area due to that person's protected status or because of the racial, religious or ethnic composition of the neighborhood;
   C. "Blockbusting" or causing "panic selling" by inducing a listing, sale or rental based on the grounds of loss of value of property, increase in crime, or decline in school quality due to the entry or prospective entry of people in protected categories into the neighborhood;
   D. Making any statement or advertisement that indicates any preference, limitation, or discrimination;

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E. Inquiring about protected characteristics (such as asking tenant applicants if they are married, or prospective purchasers if they have children or are planning to start a family);
F. Using criminal history information before otherwise affirming eligibility, and without a legally sufficient justification;
G. Failing to assess financial standards based on the portion of the income responsible by a tenant who receives government subsidies (such as basing an otherwise neutral rent to income ratio on the whole rent rather than just the part of rent that is the tenant's responsibility);
H. Denying a home loan or homeowner's insurance;
I. Offering inferior terms, conditions, privileges, facilities or services;
J. Using different qualification criteria or procedures for sale or rental of housing such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements;
K. Harassing a person;
L. Taking an adverse action based on protected characteristics;
M. Refusing to permit a reasonable modification to the premises, as requested by a person with a disability (such as refusing to allow a tenant who uses a wheelchair to install, at their expense, a ramp over front or rear steps, or refusing to allow a tenant with a disability from installing, at their own expense, grab bars in a shower or bathtub);
N. Refusing to make reasonable accommodation in policies, rules, practices, or services for a person with a disability (such as the following, if an actual or prospective tenant with a disability has a service animal or support animal):
(i) Failing to allow that person to keep the service animal or emotional support animal in rental property,
(ii) Charging that person higher rent or increased security deposit, or
(iii) Failing to show rental or sale property to that person who is accompanied by the service animal or support animal, and;
O. Retaliating for asserting rights under fair housing laws.

10. **EXAMPLES OF POSITIVE PRACTICES:**
A. Real estate licensees working with buyers or tenants should apply the same objective property selection criteria, such as location/neighborhood, property features, and price range and other considerations, to all prospects.
B. Real estate licensees should provide complete and objective information to all clients based on the client's selection criteria.
C. Real estate licensees should provide the same professional courtesy in responding to inquiries, sharing of information and offers of assistance to all clients and prospects.
D. Housing providers should not make any statement or advertisement that directly or indirectly implies preference, limitation, or discrimination regarding any protected characteristic (such as "no children" or "English-speakers only").
E. Housing providers should use a selection process relying on objective information about a prospective buyer's offer or tenant's application and not seek any information that may disclose any protected characteristics (such as using a summary document, e.g. C.A.R. Form SUM-MO, to compare multiple offers on objective terms).

11. **FAIR HOUSING RESOURCES**: If you have questions about your obligations or rights under the Fair Housing laws, or you think you have been discriminated against, you may want to contact one or more of the sources listed below to discuss what you can do about it, and whether the resource is able to assist you.
A. Federal: **https://www.hud.gov/program_offices/fair_housing_equal_opp**
B. State: **https://calcivilrights.ca.gov/housing/**
C. Local: local Fair Housing Council office (non-profit, free service)
D. DRE: **https://www.dre.ca.gov/Consumers/FileComplaint.html**
E. Local Association of REALTORS®. List available at: **https://www.car.org/en/contactus/rosters/localassociationroster**.
F. Any qualified California fair housing attorney, or if applicable, landlord-tenant attorney.

12. **LIMITED EXCEPTIONS TO FAIR HOUSING REQUIREMENTS: No person should rely on any exception below without first seeking legal advice about whether the exception applies to their situation. Real estate licensees are not qualified to provide advice on the application of these exceptions.**
A. Legally compliant senior housing is exempt from FHA, FEHA and Unruh as related to age or familial status only;
B. An owner of a single-family residence who resides at the property with one lodger may be exempt from FEHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental;
C. An owner of a single-family residence may be exempt from FHA for sale or rental purposes, PROVIDED **(i) no real estate licensee is involved** in the sale or rental and **(ii)** no discriminatory advertising is used, and **(iii)** the owner owns no more than three single-family residences. Other restrictions apply;
D. An owner of residential property with one to four units who resides at the property, may be exempt from FHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental; and
E. Both FHA and FEHA do not apply to roommate situations. See, *Fair Housing Council v Roommate.com LLC*, 666 F.3d 1216 (2019).
F. Since both the 14th Amendment of the U.S. Constitution and the Civil Rights Act of 1866 prohibit discrimination based on race; the FHA and FEHA exemptions do not extend to discrimination based on race.

Buyer/Tenant and Seller/Housing Provider have read, understand and acknowledge receipt of a copy of this Fair Housing & Discrimination Advisory.

Buyer/Tenant _____ ***County of Mariposa*** Date _____

Buyer/Tenant _____ Date _____

Seller/Housing Provider _____ ***Thomas Ritter*** Date _____

Seller/Housing Provider _____ ***Lori Ritter*** Date _____

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EQUAL HOUSING OPPORTUNITY

CALIFORNIA ASSOCIATION OF REALTORS®

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY

(C.A.R. Form WFA, Revised 12/21)

Property Address: *5348 State Highway 49 N, Mariposa, CA 95338* ("Property").

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFERS ADVISORY:

The ability to communicate and conduct business electronically is a convenience and reality in nearly all parts of our lives. At the same time, it has provided hackers and scammers new opportunities for their criminal activity. Many businesses have been victimized and the real estate business is no exception.

While wiring or electronically transferring funds is a welcome convenience, we all need to exercise extreme caution. Emails attempting to induce fraudulent wire transfers have been received and have appeared to be legitimate. Reports indicate that some hackers have been able to intercept emailed transfer instructions, obtain account information and, by altering some of the data, redirect the funds to a different account. It also appears that some hackers were able to provide false phone numbers for verifying the wiring or funds transfer instructions. In those cases, the victim called the number provided to confirm the instructions, and then unwittingly authorized a transfer to somewhere or someone other than the intended recipient.

ACCORDINGLY, YOU ARE ADVISED:

1. **Obtain phone numbers and account numbers only from Escrow Officers, Property Managers, or Landlords at the beginning of the transaction.**
2. **DO NOT EVER WIRE OR ELECTRONICALLY TRANSFER FUNDS PRIOR TO CALLING TO CONFIRM THE TRANSFER INSTRUCTIONS. ONLY USE A PHONE NUMBER YOU WERE PROVIDED PREVIOUSLY. Do not use any different phone number or account number included in any emailed transfer instructions.**
3. **Orally confirm the transfer instruction is legitimate and confirm the bank routing number, account numbers and other codes before taking steps to transfer the funds.**
4. **Avoid sending personal information in emails or texts. Provide such information in person or over the telephone directly to the Escrow Officer, Property Manager, or Landlord.**
5. **Take steps to secure the system you are using with your email account. These steps include creating strong passwords, using secure WiFi, and not using free services.**

If you believe you have received questionable or suspicious wire or funds transfer instructions, immediately notify your bank, and the other party, and the Escrow Office, Landlord, or Property Manager. The sources below, as well as others, can also provide information:

Federal Bureau of Investigation: https://www.fbi.gov/; the FBI's IC3 at www.ic3.gov; or 310-477-6565

National White Collar Crime Center: http://www.nw3c.org/

On Guard Online: https://www.onguardonline.gov/

NOTE: There are existing alternatives to electronic and wired fund transfers such as cashier's checks.
By signing below, the undersigned acknowledge that each has read, understands and has received a copy of this Wire Fraud and Electronic Funds Transfer Advisory.

Buyer/Tenant _____ *County of Mariposa* Date _____

Buyer/Tenant _____ Date _____

Seller/Landlord _____ *Thomas Ritter* Date _____

Seller/Landlord _____ *Lori Ritter* Date _____

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EQUAL HOUSING OPPORTUNITY

CALIFORNIA ASSOCIATION OF REALTORS®

CALIFORNIA CONSUMER PRIVACY ACT ADVISORY, DISCLOSURE AND NOTICE

(C.A.R. Form CCPA, Revised 12/22)

The California Consumer Privacy Act (commencing with Civil Code § 1798.100) ("CCPA"), as amended by California voters in 2020, grants to California residents certain rights in their private, personal information ("PI") that is collected by companies with whom they do business. Under the CCPA, PI is defined broadly to encompass non-public records information that could reasonably be linked directly or indirectly to you. PI could potentially include photographs of, or sales information about, your property.

During the process of buying and selling real estate your PI will be collected and likely shared with others, including real estate licensees, a Multiple Listing Service, real estate internet websites, service providers, lenders, and title and escrow companies, to name several possibilities. Businesses that are covered by the CCPA are required to grant you various rights in your PI, including the right to know what PI is collected, the right to know what PI is sold or shared and to whom, the right to request that the business correct or delete your PI, the right to "opt out" or stop the transfer of your PI to others, and the right to limit the use of certain PI which is considered "sensitive." You may get one or more notices regarding your CCPA rights from businesses you interact with in a real estate transaction. However, not all businesses that receive or share your PI are obligated to comply with the CCPA. Moreover, businesses that are otherwise covered under the CCPA may have a legal obligation to maintain PI, notwithstanding your instruction to the contrary. For instance, regardless of whether they are covered by CCPA, under California law, brokers and Multiple Listing Services are required to maintain their records for 3 years. If you wish to exercise your rights under CCPA, where applicable, you should contact the respective business directly.

You can obtain more information about the CCPA and your rights under the law from the State of California Department of Justice (oag.ca.gov/privacy/ccpa). Additionally, the California Privacy Protection Agency is authorized to promulgate regulations which may further clarify requirements of the CCPA (cppa.ca.gov/regulations/).

I/we acknowledge receipt of a copy of this California Consumer Privacy Act Advisory, Disclosure and Notice.

Buyer/Seller/Landlord/Tenant _____ Date _____

County of Mariposa

Buyer/Seller/Landlord/Tenant _____ Date _____

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EXP OF CALIFORNIA INC., 2603 CAMINO RAMON, SUITE 200, SAN RAMON CA 94583 SAN RAMON CA 94583 Phone: 2097690532 Fax: 8665712561 Ritter
Courtney Twiss Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

CALIFORNIA ASSOCIATION OF REALTORS®

SELLER PAYMENT (CONCESSION) FOR BUYER'S BROKER'S COMPENSATION

(C.A.R. Form SPBB, Revised 7/24)

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR ☐ Other _____, dated _____, ("Agreement")
on property known as ***5348 State Highway 49 N, Mariposa, CA 95338*** ("Property")
in which ***County of Mariposa*** is referred to as "Buyer",
and ***Thomas Ritter, Lori Ritter*** is referred to as "Seller".
and ***eXp Realty of California*** is referred to as "Buyer's Broker"
and ***EXP OF CALIFORNIA INC.*** is referred to as "Seller's Broker."

Notice: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between Seller and Broker(s) (real estate commissions include all compensation and fees to Broker).

1. **SELLER PAYMENT TO BUYER'S BROKER:**
   A. **AMOUNT:** Subject to **paragraph 1B** below, Seller agrees to pay Buyer's Broker ***3.000*** % of the purchase price AND, if any, _____ OR, if checked ☐ $ _____ out of the transaction proceeds.
   B. **MAXIMUM SELLER PAYMENT OBLIGATION:** Seller shall only be obligated to pay Buyer's Broker the lesser of: **(i)** the amount specified in **paragraph 1A**, or **(ii)** the amount Buyer is obligated to pay Buyer's Broker pursuant to their Buyer Representation Agreement, and if applicable less any amount that others have agreed to pay Buyer's Broker. **If there is no Buyer Representation Agreement, then Seller has no obligation to pay Buyer's Broker.**
2. **BUYER REPRESENTATION REGARDING COMPENSATION:** Buyer represents that, as of the date signed by Buyer below, Buyer has a signed representation agreement with Buyer's Broker and the amount specified in **paragraph 1A** is no more than the amount Buyer is obligated to pay Buyer's Broker pursuant to that Buyer Representation Agreement, and if applicable less any amount that others have agreed to pay Buyer's Broker.
3. **DELIVERY OF BUYER REPRESENTATION AGREEMENT:** Buyer authorizes Buyer's Broker and, if applicable, escrow holder, upon request, to deliver to Seller or Seller's Broker a copy of the portion of the Buyer Representation Agreement identifying the compensation Buyer has agreed to pay Buyer's Broker, such as the last page of C.A.R. Form BRBC.
4. **THIRD PARTY BENEFICIARY:** Seller acknowledges and agrees that Buyer's Broker is a third-party beneficiary of this agreement and may pursue Seller for failure to pay the amount specified in this document.

By signing below, Buyer and Seller each acknowledge that they have read, understand, accept, and have received a Copy of this Seller Payment (Concession) for Buyer's Broker's Compensation.

Buyer ***County of Mariposa*** Date _____

Buyer _____ Date _____

Seller ***Thomas Ritter*** Date _____

Seller ***Lori Ritter*** Date _____

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MARIPOSA COUNTY

Board of Supervisors

Local Transportation Commission LTC-24-018

MEETING: December 3, 2024

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve an Agreement with Caltrans that will Allow for up to $13,000 in Reimbursements for Planning, Programming, and Monitoring (PPM) Program Activities for FY 23/24; and Authorize the Local Transportation Commission (LTC) Executive Director to Sign the Agreement (Subject to Approval as to Legal Form by County Counsel)

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Caltrans that will Allow for up to $13,000 in Reimbursements for Planning, Programming, and Monitoring (PPM) Program Activities for FY 23/24; and Authorize the Local Transportation Commission (LTC) Executive Director to Sign the Agreement (Subject to Approval as to Legal Form by County Counsel).

State Transportation Improvement Program (STIP) Planning, Programming, and Monitoring (PPM) Funds are allocated for preparing project study reports for County road improvement projects, monitoring project implementation, and delivering all state-funded projects.

The state requests approval from the Local Transportation Commission to designate the official authorized to execute the agreement in order to be eligible to receive the funding.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Local Transportation Commission has approved similar agreements in previous fiscal years, most recently October 11, 2022, Resolution LTC-2022-19.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the requested action is not approved, Mariposa County would not receive STIP Funds for PPM of County STIP Projects from the State.

FINANCIAL IMPACT

None; the amount of $13,000 is part of the Local Transportation Budget and does not impact the General Fund.

ATTACHMENTS

1. **6139052 PPM Agreement with Attachment A**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District V Supervisor Miles Menetrey
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

STIP PLANNING, PROGRAMMING & MONITORING PROGRAM
FUND TRANSFER AGREEMENT

Project Number: PPM24-6139(052)
Agreement Number: PPM24-6139(052)

Location: 10-MPA-0-MLTC
AMS Adv ID:1023000261
PPNO: 4957

THIS AGREEMENT, effective on December 7, 2023 is between the State of California, acting by and through the Department of Transportation, hereinafter referred to as STATE, and Mariposa County Local Transportation Commission, a local public agency, hereinafter referred to as ADMINISTERING AGENCY.

WHEREAS the annual California State Budget Act appropriates State Highway funds under local assistance for the State Transportation Improvement Program (STIP) Planning, Programming and Monitoring Program (PPM), and

WHEREAS PPM is defined as the project planning, programming and monitoring activities related to development of the Regional Transportation Improvement Program and the STIP required by Government Code Section 14527, et. seq. and for the monitoring of project implementation for projects approved in these documents, hereinafter referred to as PPM PROJECT, and

WHEREAS the California Transportation Commission (CTC) is tasked to allocate these funds in accordance with the amounts approved in the STIP in accordance with section 14527 (h) of the California Government code:

NOW, THEREFORE, the parties agree as follows:

SECTION I

STATE AGREES:

1. As authorized by Section 14527(h) of the Government Code to release to the ADMINISTERING AGENCY for its PPM PROJECT in an amount not to exceed $13,000.00 from monies appropriated for the PPM Program as follows:

For Caltrans Use Only

I hereby Certify upon my own personal knowledge that budgeted funds are available for this encumbrance

Accounting Officer Helga Siu | Date 11/7/24 | $ 13,000.00

Under 300K

2. To pay the ADMINISTERING AGENCY a single lump sum payment upon final execution of this AGREMENT and the receipt of an original and two copies of a signed initial invoice in the proper form from ADMINISTERING AGENCY in the amount shown in Section 1, Article (1) as promptly as state fiscal procedures will permit.

3. When conducting an audit of the costs claimed under the provisions of this Agreement, to rely to the maximum extent possible on any prior audit of ADMINISTERING AGENCY pursuant to the provisions of State and federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to STATE when planning and conducting additional audits.

SECTION II

ADMINISTERING AGENCY AGREES:

1. To use all state funds paid hereunder only for eligible PPM specific work activities as defined in Attachment A to this AGREEMENT.

2. To use all state funds paid hereunder only for those transportation purposes that conform to Article XIX of the California State Constitution.

3. To prepare and submit to STATE an original and two copies of signed invoice for payment.

4. To prepare a Final Project Expenditure Report including a final invoice reporting actual costs expended in accordance with Attachment A and submit that Report and invoice no later than 60 days following the completion of expenditures. These allocated PPM funds are available for expenditure until June 30, 2026. The Final Report of Expenditures must state that the PPM funds were used in conformance with Article XIX of the California State Constitution and for PPM purposes as defined in this Agreement. Three copies of this report shall be submitted to STATE.

5. COST PRINCIPLES
A) To comply with, and require all project sponsors to comply with Office of Management and Budget Supercircular 2 CFR 200, Cost Principles for State and Local Government, and the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

B) ADMINISTERING AGENCY will assure that its Fund recipients will be obligated to agree that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items and (b) those parties shall comply with Federal administrative procedures in accordance with 2 CFR 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Every sub-recipient receiving Funds as a contractor or sub-contractor under this Agreement shall comply with Federal administrative procedures in accordance with 2 CFR 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

C) Any Fund expenditures for costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under Office of Management and Budget Supercircular 2 CFR 200, are subject to repayment by ADMINISTERING AGENCY to STATE. Should ADMINISTERING AGENCY fail to reimburse Fund moneys due STATE within 30 days of demand, or within such other period as may be agreed in writing between the Parties hereto, STATE is authorized to intercept and withhold future payments due ADMINISTERING AGENCY from STATE or any third-party source, including, but not limited to, the State Treasurer, the State Controller and the CTC. The implementation of the Supercircular will cancel 49 CFR, Part 18.

6. THIRD PARTY CONTRACTING

A) ADMINISTERING AGENCY shall not award a construction contract over $10,000 or other contracts over $25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed using Funds without the prior written approval of STATE.

B) Any subcontract or agreement entered into by ADMINISTERING AGENCY as a result of disbursing Funds received pursuant to this Agreement shall contain all of the fiscal provisions of this Agreement; and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as project costs only after those costs are incurred and paid for by the subcontractors.

C) In addition to the above, the preaward requirements of third party contractor/consultants with ADMINISTERING AGENCY should be consistent with Local Program Procedures as published by STATE.

7. ACCOUNTING SYSTEM

ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate Fund expenditures by line item. The accounting system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

8. RIGHT TO AUDIT

For the purpose of determining compliance with this Agreement and other matters connected with the performance of ADMINISTERING AGENCY'S contracts with third parties, ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors and STATE shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times for three years from the date of final payment of Funds to ADMINISTERING AGENCY. STATE, the California State Auditor, or any duly authorized representative of STATE or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent for audits, examinations, excerpts, and transactions, and ADMINISTERING AGENCY shall furnish copies thereof if requested.

9. TRAVEL AND SUBSISTENCE
Payments to only ADMINISTERING AGENCY for travel and subsistence expenses of ADMINISTERING AGENCY forces and its subcontractors claimed for reimbursement or applied as local match credit shall not exceed rates authorized to be paid exempt non-represented State employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced are in excess of those authorized DPA rates, then Administering Agency is responsible for the cost difference and any overpayments shall be reimbursed to STATE on demand.

SECTION III

IT IS MUTUALLY AGREED:

1. All obligations of STATE under the terms of this AGREEMENT are subject to the availability of the state funds.

2. Eligible expenditures under this AGREEMENT shall be from the effective date of allocation to June 30, 2026.

3. In the event that ADMINISTERING AGENCY fails to implement or complete the PPM program commenced under this Agreement, fails to perform any of the obligations created by this agreement or fails to comply with applicable State laws and regulations, STATE reserves the right to terminate funding for the PPM program or portions thereof, upon written notice to ADMINISTERING AGENCY. An audit may be performed as provided in Section II, Article (8) of this agreement.

4. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by ADMINISTERING AGENCY under or in connection with any work, authority or jurisdiction delegated to ADMINISTERING AGENCY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, ADMINISTERING AGENCY shall fully defend, indemnify and save harmless the State of California, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under or in connection with any work, authority or jurisdiction delegated to ADMINISTERING AGENCY under this Agreement.

5. As a condition of acceptance of the State funds provided for under this Agreement, ADMINISTERING AGENCY will abide by all State policies and procedures pertaining to the PPM Program.
6. This Agreement shall terminate on December 31, 2026.

STATE OF CALIFORNIA
Department of Transportation

By: _____
Office of Project Management Oversight
Division of Local Assistance
Date: _____

Mariposa County Local Transportation Commission

By: _____
Title: Executive Director – MCLTC
Date: _____

Attest: _____
Title: _____

Under 300K

Attachment to PPM Agreement Letter

The agency shall prepare a PPM plan, which will become a part of the Fund Transfer Agreement, titled Attachment A.

This plan is a one or two page summary outline of the major activities and, where appropriate, sub activities that will be accomplished with the current year PPM fund allocation. The plan shall outline the specific activities the Agency plans to implement. Indicate the approximate time period and cost for each major activity.

Funds may be moved between the elements. It is expected that work will be accomplished for each element and any revisions will be discussed in the Final Report of Expenditures.

Indicate if this is a single or multi-year plan for this specific allocation and the anticipated date of completion of all expenditures.

Fund allocations for future years should not be requested until this plan's expenditures are near completion.

Expenditures must be completed no later than two years after the fiscal year of allocation.

A Final Report of Expenditures is required within 60 days of completion of expenditures. Current or future allocations may be terminated if this report is not prepared in a timely manner. Unexpended funds shall be returned to the State.

A very simple plan is illustrated below. Details of a plan should be consistent with the activities proposed and funding received.

Attachment A XYZ RTPA

STIP Planning, Programming and Monitoring Activities Plan (FY 2009/2010)

Activity	Time Period	Cost($1,000)
A. Prepare/Review Project Study Reports	9/02-4/03	$10
B. RTIP Amendment Project Review/Programming	2/02-5/03	$5
C. STIP Amendment Processing/CTC Coordination	5/02-6/02	$5
D. Monitoring Implementation	9/02-6/03	$10
Total		$30

Anticipated Completion date 6/30/13

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rev 08/13/2012

Attachment A

Mariposa County Local Transportation Commission

STIP Planning, Programming and Monitoring Activities Plan (FY 2023/2024)

Activity		Time Period	Cost ($1,000's)
A.	Prepare/Review Project Study Reports	07/23-06/24	$ 3
B.	RTIP Amendment Project Review/Programming	07/23-06/24	$ 3
C.	2024 STIP Amendment Processing / CTC Coordination	07/23-06/24	$ 4
D.	Monitoring Implementation	07/23-06/24	$ 3
	TOTAL		**$ 13**

The expenditure of these funds has been included in the Mariposa County Transportation Planning Overall Work Program. Anticipated Completion Date 6/30/24.

MARIPOSA COUNTY

Board of Supervisors

Local Transportation Commission LTC 24-019

MEETING:	December 3, 2024
TO:	The Board of Supervisors
FROM:	Shannon Hansen, Director of Public Works and Transportation
RE:	Approve the Master Fund Transfer Agreement (MFTA) with the State of California Department of Transportation; and Authorize the Local Transportation Commission (LTC) Executive Director to Sign the Agreement and Updated Overall Work Program Agreement (OWPA) (Subject to Approval as to Legal Form by County Counsel)

RECOMMENDATION AND JUSTIFICATION

Approve the Master Fund Transfer Agreement (MFTA) with the State of California Department of Transportation; and Authorize the Local Transportation Commission (LTC) Executive Director to Sign the Agreement and Updated Overall Work Program Agreement (OWPA) (Subject to Approval as to Legal Form by County Counsel).

An MFTA is required to be in place for Mariposa County to receive all or some of the following fund sources:

- State Rural Planning Assistance (RPA)
- State Highway Account (SHA)
- Road Maintenance and Rehabilitation Account (RMRA)
- Federal Highway Administration (FHWA) State Planning and Research (SPR) - Partnership Planning
- Any other Federal or State Funds administered by and through the California Department of Transportation, Office of Regional and Community Planning

The MFTA will be effective January 1, 2025, and terminate on December 31, 2034.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Previous MFTA was approved on September 16, 2014 with Resolution # LTC 2014-16.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the requested action is not approved, Mariposa County will not receive any of the funding sources list above.

FINANCIAL IMPACT

Multiple departments that rely on the funding sources would not be able to provide their services or

complete projects tied to the funding.

ATTACHMENTS

1. **RTPA MFTA Mariposa 74A1637 Pkg**
2. **MFTA Board Resolution - MCLTC**
3. **FY 2024-25 OWPA (updated MFTA number) 12-3-24**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

STATE OF CALIFORNIA

DEPARTMENT OF TRANSPORTATION

DIVISION OF TRANSPORTATION PLANNING

MASTER FUND TRANSFER AGREEMENT

Recipient: **Mariposa County Local Transportation Commission a Regional Transportation Planning Agency (RTPA)**

Effective Date of this Agreement: January 1, 2025

Termination Date of this Agreement: December 31, 2034

FUND SOURCES COVERED BY THIS AGREEMENT MAY INCLUDE ALL OR SOME OF THE FOLLOWING FUND SOURCES AS IDENTIFIED IN EACH ANNUAL OVERALL WORK PROGRAM AGREEMENT

- State Rural Planning Assistance (RPA)
- State Highway Account (SHA)
- Road Maintenance and Rehabilitation Account (RMRA)
- Federal Highway Administration (FHWA) State Planning and Research (SPR) - Partnership Planning
- Federal Transit Administration (FTA)- State Planning and Research - Section 5304
- Any other Federal or State funds administered by and through the California Department of Transportation, Office of Regional and Community Planning

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This Master Fund Transfer Agreement (MFTA), effective as of the date set forth above, is by and between the signatory public entity identified above, hereinafter referred to as RTPA, established under Government Code Section 29532.1 or 29535 and Title 2 Code of Federal Regulations Part 200 (2 CFR Part 200) and the State of California, acting by and through its Department of Transportation, hereinafter referred to as STATE. This MFTA supersedes all previous Master Fund Transfer Agreements issued to RTPA by STATE for all these types of funds.

RECITALS

A. These funds may include, without limitation, State RPA, the discretionary grant components of the Federal Consolidated Planning Grant, and any other Federal or State funds administered by and through the Department of Transportation, Office of Regional and Community Planning.

Consolidated Planning Grants consist of four federal funding types and sources: (i) FHWA Metropolitan Planning (PL); (ii) FTA Metropolitan Planning (Section 5303), both of which are annually allocated to MPOs; (iii) FHWA State Planning and Research-Partnership Planning (SPR); and (iv) FTA State Planning and Research (Section 5304), the last two of which are discretionary grants awarded through a grant application solicitation process.

The State funds administered by the Office of Regional and Community Planning include but are not limited to: (i) State RPA, (ii) State Highway Account (SHA); and (iii) Road Maintenance and Rehabilitation Account (RMRA) funds.

B. Upon appropriation of funds and pursuant to Public Utilities Code (PUC) sections 99311 and 99311.1, STATE is required to pass-through Federal and State funds made available for transportation planning purposes to entities qualified to act as recipients of these funds in accordance with the intent of law and policy.

C. STATE is also required to encumber Federal and State funds made available for planning purposes to entities qualified to act as recipients of these Federal and State funds in accordance with the intent of law and policy.

D. STATE agrees to notify RTPA annually in writing of the anticipated level of State and Federal Planning funds that may be available to RTPA for each subsequent year's approved Overall Work Program, hereinafter referred to as OWP.

E. STATE has prepared this MFTA, which hereby, together with the annual OWP and annual Overall Work Program Agreement, hereinafter referred to as the annual OWPA, found in APPENDIX A, set forth the entire terms and conditions under which these funds are to be expended by RTPA for the fiscal year period of that annual OWP and annual OWPA.

F. The provisions set forth in this MFTA shall only apply to funds administered in whole or in part through this agreement. No provisions of the MFTA shall extend to or govern the use of funds that are not allocated or transferred under this agreement.

ARTICLE 1-PROGRAM ADMINISTRATION

Section 1. Overall Work Program and Overall Work Program Agreement

A. RTPA agrees to develop and submit an annual draft OWP, in compliance with 23 CFR 420, 23 CFR 450, and FTA Circular 8100.1D, for approval by STATE. This submittal, due no later than each March 1, shall describe RTPA's next fiscal year transportation planning program (fiscal year refers to the State fiscal year of July 1 to June 30).

B. Each annual OWP and OWPA will expressly adopt and incorporate the terms and conditions of this MFTA by reference.

C. RTPA shall be responsible for the complete performance of the work contained in each OWP. All work shall be accomplished in accordance with applicable provisions of State and Federal law.

D. RTPA will annually include a signed "Transportation Planning Process Self-Certification" form, and a signed "California Department of Transportation Debarment and Suspension" in each annual OWP as provided in APPENDIX E. If RTPA is awarded FHWA or FTA planning funds, RTPA will also provide a signed FTA "Certifications and Assurances for FTA Assistance" form (refer to Article IV, Section 1), and a signed "Disclosure of Lobbying Activities" form, provided in APPENDIX E.

E. The annual OWPA is the approved OWP encumbrance document. Disbursement of funds by STATE will occur only after the execution of this MFTA; approval of the annual OWP by STATE; and execution of the annual OWPA. Funds will not be encumbered or reimbursed by STATE to RTPA until the annual OWPA has been executed and the State Budget for that fiscal year has been passed.

F. No funds of any nature are allocated or encumbered in this MFTA unless included in an adopted and approved OWP by means of an approved and fully executed annual OWPA or OWPA amendment. Costs incurred prior to OWP approval or conditional approval are incurred at RTPA's risk and will not be reimbursed until State approval.

G. RTPA shall request and obtain from the STATE the final annual allocation amount for RPA funds. RTPA is encouraged to program the full annual allocation amount by means of an approved and fully executed OWP/A amendment, no later than May 1 of each fiscal year. Funds not programmed by RTPA for that fiscal year may lose Obligation Authority (OA) and be subject to State recission. RTPA will not be able to use the unprogrammed OA prior to submitting a justification to STATE and obtaining approval from STATE.

H. RTPA agrees to satisfactorily complete all work element tasks, projects, and products as described in each approved annual OWP financed with State or Federal funds and encumbered by STATE via the annual OWPA.

I. RTPA will identify in sufficient detail to indicate who (e.g., State, RTPA, public transit operator, local government, or consultant) who will complete the activities and products in the OWP work elements, including all work that is to be completed through a third-party contract and funded, in whole or in part, under the terms and conditions of this Agreement.

J. STATE agrees to pass-through available funds and to reimburse allowable costs incurred in executing the tasks, projects, and products specified in the annually approved OWP funded from State and Federal sources and will be encumbered by STATE.

K. Only work performed during the term of, and consistent with, the work elements in the

OWP may be reimbursed. Reimbursements are based upon the fiscal year, July 1 to June 30. All work performed after the end of each fiscal year (June 30) is subject to the approved OWP and annual OWPA for that corresponding fiscal year and reimbursed from the corresponding fiscal year budgeted funds.

L. RTPA may incur costs against its approved annual OWP and may submit Requests for Reimbursement with the understanding that STATE is unable to approve any payments for reimbursement until such time as funds are included in that fiscal year's annual State Budget which is passed by the Legislature and signed by the Governor.

M. RTPA shall use non-federal funds to finance the local share of eligible costs to ensure compliance with all applicable matching requirements for federal funds described in this MFTA and encumbered against the annual OWPA. Credit for local match will be allowed only for work performed during the approved term of each annual OWPA. Third-party "in-kind" contributions are allowed as local match, in accordance with the provisions of 23 CFR 420.119 and 2 CFR 200.306.

N. RTPA further agrees to ensure that amendments to a previously approved OWP and annual OWPA are adopted by the RTPA Board of Directors and subsequently approved by STATE, prior to initiating any work identified in those amendments; however RTPA is not required to pause work that was previously authorized. Changes requiring amendments generally include adding, deleting, or revising a work element; adding funds to or deleting funds from a work element; incorporating carryover funds; or altering the scope of work. Administrative amendments are not required to be adopted by the RTPA Board of Directors. If a work element or project cannot be completed as originally approved, RTPA will report this in its Quarterly Progress and Expenditure Report and must amend the OWP/annual OWPA accordingly. Amendments to the OWP and annual OWPA must be submitted to STATE and be fully executed no later than May 1 each year. Through administrative amendment, RTPA will notify STATE via mail or electronic mail of administrative OWP changes that do not affect overall funding, scope of work, or project schedule.

O. RTPA acknowledges and agrees that RTPA is the sole controller and manager of the work proposed in the OWP and is solely responsible for complying with the funding and use restrictions established by State and Federal law and this MFTA.

P. RTPA shall be free to copyright the material developed under work items identified in the OWP provided that STATE and FHWA/FTA, as applicable, reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and authorize others to use, that work for government purposes.

Section 2. Quarterly Progress and Expenditure Reports

A. RTPA agrees to submit to STATE, no later than thirty (30) calendar days after the close of

each of the first three quarters, Quarterly Progress and Expenditure Reports that include all work elements for transportation planning tasks, projects, and products funded wholly or in part by any of the fund sources listed in the "Recitals" section of this MFTA. RTPA agrees to submit to STATE the Quarterly Progress and Expenditure Report for each fourth quarter no later than sixty (60) calendar days after the close of the quarter. STATE may withhold payment of the final Request for Reimbursement submitted pending the submission of the fourth quarter Quarterly Progress and Expenditure Report.

In accordance with the latest adopted Regional Planning Handbook, Quarterly Progress and Expenditure Reports submitted to STATE will identify all projects by work element number and title and shall contain, at a minimum the following:

- A brief narrative describing work progress, progress in adhering to schedules, and schedule changes;
- A list of tasks and products completed during the quarter;
- Percent comparison of actual performance with work element-level goals and deliverables;
- Status of expenditures by work element, funding source, and type, in a format compatible with the work program, including a comparison of budgeted (approved) amounts and actual costs incurred;
- Other pertinent supporting information, such as major products, challenges, etc.

B. STATE reserves the right to deem incomplete any Quarterly Progress and Expenditure Report that does not sufficiently document the above-required information and may withhold payment of Requests for Reimbursement submitted pending the submission of required documentation.

ARTICLE II - ALLOWABLE COSTS AND REIMBURSEMENT

Section 1. Requests for Reimbursement

A. Requests for Reimbursement must conform to either subpart 1 or subpart 2 hereinbelow for the entire State fiscal year:

1. RTPA shall prepare and electronically submit to STATE, not more frequently than once a month, but at least quarterly, one signed Request for Reimbursement of actual allowable costs incurred and paid (expended) by RTPA consistent with work elements described in the OWP (conforming to the format provided in APPENDIX B) and including the information required in part B of this section. The amount billed per each work element is not to exceed the total amount authorized for that work element in the OWP. Each expenditure by work element must meet the minimum required or contracted local match, if applicable, on every Request for Reimbursement. Reimbursements under this MFTA will be

allowed if based upon actual costs expended and supported by RTPA's accounting system. RTPA must not only have incurred the allowable project cost on or after the effective date of the annual OWPA and on or before its termination date but must also have paid those expenses.

2. RTPA shall prepare and electronically submit to STATE, not more frequently than once a month, but at least quarterly, one signed Request for Reimbursement of actual allowable costs incurred by RTPA. This submission must be consistent with work elements described in the OWP (conforming to the format provided in APPENDIX B) and include the information required in part B of this section. The amount billed per each work element is not to exceed the total amount authorized for that work element in the OWP. Each expenditure by work element must meet the minimum required or contracted local match, if applicable, on every Request for Reimbursement. Reimbursements under this MFTA will be allowed if based upon actual costs incurred and supported by the RTPA accounting system. The RTPA accounting system must adhere to Generally Accepted Accounting Principles. This adherence enables the determination of allowable incurred costs by accruing due to the costs billed to the RTPA and recognized by the RTPA as valid, undisputed, due, and payable.
3. By submitting accrued but unpaid costs for reimbursement, RTPA agrees that within ten (10) working days of receipt of STATE's reimbursement, the full amount of all cost items submitted as reimbursable accrued costs shall be paid to each billing entity. Any reimbursed accrued cost not paid within this ten (10) working day grace period shall accrue interest payable to STATE at the then present interest rate established by the State Treasurer's Pooled Money Investment Account. Interest incurred must be timely remitted to STATE. Reimbursed incurred costs not paid to the billing entities by RTPA within forty-five (45) days of RTPA's receipt of STATE's reimbursement will thereafter be deemed unallowable. All unallowable costs must be immediately remitted to STATE. RTPA agrees to submit a revised Disadvantage Business Enterprises Utilization Report (ADM 3069) as soon as reimbursement occurs.

   If RTPA is found, through audit or other means, not to have paid a billing entity its invoiced sums then owed within the ten (10) working day grace period, RTPA must immediately revert to the reimbursement process described in subpart 1 above.

B. In order to receive reimbursements, RTPA agrees to furnish with each billing, at a minimum, the information provided for in APPENDIX B3, a detailed financial management system report from the RTPA accounting system which denotes those reimbursable costs, as well as those used for local match, were either expended or incurred, as applicable.

C. STATE agrees to make reimbursements to RTPA, in conformance with State and Federal

regulations, as promptly as STATE fiscal procedures will permit upon the receipt of a signed and electronically submitted Request for Reimbursement (conforming to the format provided in APPENDIX B) that includes all required information, as applicable, (conforming to the format in section B) of actual allowable costs incurred for the period of time covered by that Request for Reimbursement. Incomplete or inaccurate requests for reimbursement shall be returned to RTPA unapproved for correction as soon as errors are discovered.

D. No State and/or Federal funds administered under this MFTA will be dispersed on the advance basis defined in 2 CFR 200.305.

Section 2. Travel and Per Diem Reimbursement

A. Payments to RTPA for travel and subsistence (per diem) expenses of RTPA staff and its contractors and subcontractors claimed for reimbursement using funds administered through this Agreement or as local match credit shall not exceed rates authorized to be paid non-state employees under current State Department of Human Resources (CalHR) rules unless written verification is supplied that government hotel rates are not commercially available to RTPA, or its contractors, its subcontractors, and/or its subrecipients, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process. The requirements of this section shall only apply to direct project costs and do not extend to indirect costs allocated through a federally approved Indirect Cost Rate Proposal.

Section 3. Final Request for Reimbursement and OWP Closeout Documentation

A. RTPA shall electronically submit an OWP/annual OWPA closeout documentation package and OWP final products to STATE no later than August 31st of each fiscal year. The closeout package shall conform to the format provided in APPENDIX C.

B. The closeout package must be attached to a transmittal letter, typed on RTPA letterhead. Failure to submit these documents by August 31st of each fiscal year may result in STATE withholding future apportionments and/or allocations to RTPA. STATE election not to withhold future apportionments and/or allocations immediately after the end of one fiscal year shall not limit STATE ability to initiate subsequent withholdings.

C. Upon receipt of the required closeout documentation and OWP final products, STATE will issue a reconciliation letter to RTPA stating the amount of funds available to be carried over to the subsequent year's OWP. RTPA may carry over an amount no greater than 25% of the prior year's RPA allocation. RTPA may amend some or all of these funds into the OWPA only upon signature of the reconciliation letter by the RTPA executive director or his or her appointee, and submittal of the signed letter to STATE. Any funds that are identified in the reconciliation letter, but not programmed by May 1 each year in which the letter is issued, will be forfeited.

Section 4. Funding Contingencies

A. All obligations of STATE under the terms of the MFTA and each annual OWPA are subject to the availability of Federal and State funds, appropriation of resources by the Legislature, and the annual passage of the State Budget. The authorization and obligation of these funds by outside entities may be terminated, limited or otherwise adversely affected by factors which may include, but are not limited to, changes in State or Federal law regarding the encumbrance and reimbursement of the funds provided by each annual OWPA and this MFTA.

ARTICLE III - AUDITS AND REPORTS

Section 1. Cost Principles

A. RTPA agrees to comply with Title 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), as applicable.

B. RTPA agrees, and will require that its contractors, subcontractors, and subrecipients be obligated to agree, that (a) the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual project cost items (subrecipients shall refer to, 2 CFR Part 200); and (b) all parties shall comply with Federal administrative procedures in accordance with 2 CFR Part 200. Every sub-recipient receiving project funds as a contractor, subcontractor, or sub-grantee under this MFTA shall comply with Federal administrative procedures in accordance with 2 CFR Part 200.

C. RTPA agrees and shall require that all of its agreements with contractors, subcontractors, and subrecipients funded in whole or in part with funds administered through this MFTA contain provisions requiring adherence to this section in its entirety, as applicable.

Section 2. Indirect Cost Agreement and Cost Allocation Plan (ICAP)

A. Prior to RTPA seeking reimbursement of indirect costs, RTPA must prepare and submit annually to STATE for review and acceptance an indirect cost rate proposal and a central service cost allocation plan (if any) in accordance with 2 CFR, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards or applicable cost principles and Local Program Procedures Manual (Chapter 5).

B. Prior to RTPA seeking reimbursement of subrecipient indirect costs, and when subrecipient cognizant federal agency, as defined in 2 CFR part 200, is USDOT and/or STATE, RTPA agrees and will require subrecipient to comply with section 2A.

C. Prior to RTPA seeking reimbursement of subrecipient indirect costs, and when subrecipient ICAP is approved by a cognizant federal agency other than USDOT, RTPA agrees and will require subrecipient to submit to STATE a copy of the cognizant agency approval, the approved proposal, plan, subsidiary worksheets, and other relevant data on an annual basis as evidence of the approval.

D. If a submitted ICAP does not meet the requirements of 2 CFR Part 200, and is determined to be insufficient, STATE will advise RTPA of additional documentation or changes needed to meet Federal and State requirements. RTPA agrees to provide requested documentation or required changes, and if RTPA is non-compliant the submissions may be returned to RTPA if requested documentation is not provided or required changes are not made.

E. Material audit adjustments will require reimbursement to STATE or adjustment to subsequent years ICAPs if proposals are later found to have included costs that are unallowable as specified by law or regulation, or the terms and conditions of this MFTA.

F. RTPA agrees and shall require that all its agreements with subrecipients funded in whole or in part with funds administered though this MFTA contain provisions requiring adherence to this section in its entirety, as applicable.

Section 3. Record Retention/Audits

A. RTPA, its contractors, subcontractors and sub-recipients, agree to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. RTPA shall maintain, and shall require its subrecipients, contractors and its subcontractors to maintain all source documents, books, records and supporting documents connected with their performance of OWP work initiated under this MFTA and each applicable annual OWPA for a minimum of five (5) years from the date of final payment to RTPA or, if an audit is initiated within that timeframe, until audit resolution is achieved for each annual OWPA, whichever is later, and shall make all such supporting information available for inspection, copying, and audit by representatives of STATE, the California State Auditor, or the Federal Government upon request. Copies will be made and furnished by RTPA upon request at no cost to STATE or its agents. Scanned original documents in electronic form are suitable to meet this requirement.

B. RTPA shall establish and maintain, and shall require that its subrecipients, contractors and subcontractors shall establish and maintain, an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support Requests for Reimbursement which segregate and accumulate the costs of work elements by line item (i.e. direct labor, other direct costs, subrecipients/subcontractor, etc.) and enable the determination of expenditures at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

C. For the purpose of determining compliance with Government Code 8546.7, in connection with the performance of RTPA contracts and/or agreements with third parties, RTPA, RTPA sub-recipients, contractors, and subcontractors which are funded in whole or in part with funds administered through this MFTA, shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts and/or agreements, including, but not limited to, the costs of administering those various contracts and/or agreements. All the above referenced parties shall make such contracts and/or agreements available at their respective offices at all reasonable times during the entire period of each annual OWPA and for five (5) years from the date of final payment to RTPA or, if an audit is initiated within that timeframe, until audit resolution is achieved for each annual OWPA, whichever is later. STATE, the California State Auditor, or any duly authorized representative of STATE or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to the fulfillment of the contracts/ and/or agreements for audits, examinations, excerpts, and transactions, and RTPA shall furnish copies thereof if requested.

D. Where applicable, RTPA agrees to comply with audit requirements for third party contractors, subcontractor and subrecipients in accordance with STATE Local Assistance Procedure Manual, Chapter 10 or any successor thereto.

E. RTPA agrees to include all costs associated with this MFTA, OWP and annual OWPA, and any amendments thereto; to be examined in the annual audit and in the schedule of activities to be examined under RTPA single audit prepared in compliance with 2 CFR Part 200, subpart F. RTPA is responsible for assuring that the Single Auditor has reviewed the requirements of this MFTA, the OWP and the annual OWPA. Copies of said audits shall be submitted to STATE.

F. When conducting an audit of the costs and match credits claimed under the provisions of each annual OWPA and this MFTA, STATE will rely to the maximum extent possible on any prior audit of RTPA pursuant to the provisions of State and Federal law. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to STATE when planning and conducting additional audits.

G. RTPA agrees to furnish documentation to STATE supporting this requirement that all its agreements with contractors, subcontractors, and subrecipients funded in whole or in part with funds administered through this MFTA do contain provisions requiring adherence to this section in its entirety, as applicable.

H. Neither the pendency of a dispute nor its consideration by STATE will excuse RTPA from full and timely performance in accordance with the terms of this MFTA, the OWP, and the annual OWPA.

ARTICLE IV - MISCELLANEOUS PROVISIONS

Section 1. Federal Certifications and Assurances

A. If RTPA receives RPA funds or RPA and CPG funds, RTPA shall comply with the "Transportation Planning Process Self-Certification" requirements in accordance with 23 CFR 450.334 and the Infrastructure Investment and Jobs Act (IIJA) Public Law 117-58) and the successors thereto. This certification is provided annually by FHWA and FTA. It may include, but is not limited to:

I. 23 U.S.C. 134, 49 U.S.C. 5303, and subpart C of 23 part 450;

II. In nonattainment and maintenance areas, sections 174 and 176 (c) and (d) of the Clean Air Act, as amended (42 U.S.C. 7504, 7506 (c) and (d)) and 40 CFR part 93;

III. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d-1 and 49 CFR Part 21;

IV. 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;

V. Section 1101 (b) of the FAST Act (Pub. L. 114-94) and 49 CFR part 26 regarding the involvement of disadvantaged business enterprises in USDOT funded projects;

VI. 23 CFR Part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;

VII. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and 49 CFR parts 27, 37, and 38;

VIII. The Older Americans Act, as amended (42 U.S.C. 6101, prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;

IX. Section 324 of title 23 U.S.C. regarding the. prohibition of discrimination based on gender; and

X. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.

B. If awarded FTA planning funds, RTPA shall comply with the annual FTA "Certifications and Assurances for FTA Assistance," including "Certifications and Assurances Required of Each Applicant" and the "Lobbying Certification" in compliance with 49 U.S.C. Chapter 53; published annually in the *Federal Register,* and found online at https://www.transit.dot.gov

The Federal Certification may include, but is not limited to the following areas under "Assurances Required of Each Applicant:"

1. Standard Assurances
2. Standard Assurances: Additional Assurance for Construction Projects
3. Procurement
4. Suspension and Debarment
5. Coronavirus Response and Relief Supplemental Appropriations Act, 2021, and CARES Act Funding
6. American Rescue Plan Act Funding

C. RTPA shall comply with the "California Department of Transportation Debarment and Suspension Certification" as required by U.S. DOT regulations on governmentwide Debarment and Suspension (non-procurement), 49 CFR 29.100.

D. Copies of these annual Certifications and Assurances shall be included by RTPA in each final OWP.

E. RTPA shall comply, and shall require its contractors, subcontractors, and subrecipients receiving funds or entering into agreements funded in whole or in part with funds administered through this MFTA to comply, with these Certifications.

F. RTPA agrees to furnish documentation to STATE to support this requirement that all its agreements with contractors, subrecipients and subcontractors funded in whole or in part with funds administered through this MFTA, do contain provisions requiring adherence to this section in its entirety, as applicable.

Section 2. Disadvantaged Business Enterprise (DBE) Requirements

A. As mandated by 49 CFR Part 26, RTPA shall require that its contractors, subcontractors, and subrecipients do not discriminate on the basis of race, color, national origin, or sex in the award, administration, and performance of any FHWA/FTA fund-assisted contract or in the administration of RTPA DBE program.

B. RTPA DBE program, as required by 49 CFR Part 26 and as approved by STATE, is incorporated by reference into this MFTA. Implementation of this program is a legal obligation and any failure by RTPA to adhere to its terms shall be treated as a violation of this MFTA. Upon notification to the recipient of its failure to carry out its approved program, the US DOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 et seq. and 49 CFR Part 26.13(a).

C. As required by 49 CFR part 26, the contract language in APPENDIX D relating to DBE requirements must be incorporated into all contracts funded in whole or in part with federal funds authorized in this Agreement.

Section 3. Non-Discrimination Clause

A. In the performance of work undertaken pursuant to this MFTA, the RTPA and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall the discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. RTPA shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

B. RTPA shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.), the provisions of Article 9.5 Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Section 11135-11139.8), and the regulations or standards adopted by the awarding state agency to implement such article. 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 MFTA by reference and made a part hereof as if set forth in full.

C. RTPA shall permit access by representatives of the Civil Rights Department and STATE upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or STATE shall require to ascertain compliance with this clause.

D. RTPA and RTPA's contractors, subcontractors, and/or subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other labor agreements.

E. RTPA shall include the non-discrimination and compliance provisions hereof in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements with all of same that each of them in turn include a nondiscrimination and compliance provisions of this clause in all contracts and subcontracts the enter into to perform work under this MFTA.

F. RTPA shall comply with the nondiscrimination program requirements of Title VI of the Civil Rights Act of 1964. Accordingly, 49 CFR Part 21, and 23 CFR Part 200 are made applicable to this MFTA by this reference. Wherever the term "Contractor" appears therein, it shall mean RTPA.

Section 4. Federal Lobbying Activities Certification

A. RTPA certifies, to the best of its knowledge and belief, that no State or Federal funds have been paid or will be paid, by or on behalf of RTPA, 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.

B. If any funds other than State or Federal 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 a State or Federal contract, grant, loan, or cooperative agreement, RTPA shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities" in accordance with those form instructions.

C. This certification is a material representation of fact upon which reliance was placed when this MFTA and each annual OWPA was 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.

D. RTPA also agrees by signing this MFTA that RTPA shall require that the language of this certification be included in all contracts and subcontracts funded wholly or in part by any fund sources listed on Page 1 of this MFTA and which exceed $100,000 and that all

such subrecipients shall certify and disclose accordingly.

ARTICLE V - GENERAL PROVISIONS

Section 1. Contract Award

A. RTPA, contractor, subcontractor and subrecipient contracts containing Federal and State planning funds are required to be bid and awarded in accordance with 2 CFR Part 200, and consistent with Local Assistance Procedure Manual, Chapter 10, or successors thereto as applicable. The requirements of this section apply to direct project costs and shall not apply to contracts included in RTPA's federally approved Indirect Cost Rate Proposals, if applicable.

Section 2. Contract Amendment

A. No amendments to the terms of this MFTA, any OWP or any annual OWPA shall be valid unless made in writing and signed by the individuals legally authorized to contractually bind the parties hereto. Each party agrees that it has had or will have the opportunity to seek review by and approval from its legal counsel of the original documents and any proposed alteration or variation. No oral understanding or agreement not incorporated herein shall be binding on any of the parties thereto. For the purposes of this MFTA, the Chief of the Office of Regional and Community Planning, Division of Transportation Planning, shall be the Contract Administrator for STATE.

Section 3. Adjudication of Disputes by Way of Administrative Proceedings

A. STATE hereby sets up an Administrative Procedure for adjudication of disputes that may arise when administering the program as defined by the terms and conditions of this Agreement.

RTPA agrees to exhaust the administrative remedy prior to resorting to legal remedies. In case of disputes with STATE, RTPA shall submit to the Chief of the Division of Transportation Planning, CALTRANS (DC PLANNING) or designee a written demand for a decision regarding the disposition of any dispute, arising under this Agreement. The DC PLANNING shall make a written decision regarding the dispute and will provide it to the RTPA. The RTPA shall have an opportunity to challenge the DC PLANNING determination but must make that challenge in writing, within ten (10) working days to the STATE Contract Officer or his/her designee. If the challenge is not made by RTPA within the ten (10) day period, the DC PLANNING decision shall become the final decision of the STATE. If such a challenge is made, The DC PLANNING and RTPA shall submit written, factual information and data in support of their respective positions to STATE Contract Officer within a timeframe established by the RTPA at the time of challenge. The decision of the STATE Contract Officer or his/her designee shall be final, conclusive and binding regarding the

dispute, unless RTPA commences an action in court of competent jurisdiction to contest the decision in accordance with Division 3.6 of the California Government Code.

Section 4. Intercept Clause

A. Costs for which RTPA receives reimbursement payment or credit that are determined by a subsequent audit or other review by either STATE or Federal authorities to be unallowable under 2 CFR, part 200; or 48 CFR, Chapter 1, Part 31 are to be repaid to STATE by RTPA within thirty (30) days of RTPA receiving notice of audit findings. Should RTPA fail to reimburse moneys due STATE within thirty (30) days of discovery or demand, or within such other period as may be agreed in writing between the Parties hereto, STATE is authorized to intercept and withhold future payments due to RTPA from STATE or any third-party source, including, but not limited to, the State Treasurer, the State Controller or any other fund source.

Section 5. Parties of Agreement

A. This MFTA, OWP, annual OWPA, and any related agreements are solely between the named parties thereto and no express or implied benefit to entities or individuals not a party thereto is intended or to be inferred. There are no third-party beneficiaries to or of this MFTA or any OWP, or annual OWPA or any other agreement pertaining hereto.

Section 6. Hold Harmless and Indemnification Clause

A. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by RTPA, its officers, employees, agents, contractors, sub-recipients, or subcontractors under or in connection with any work, authority or jurisdiction conferred upon RTPA under this MFTA and/or each annual OWPA. It is understood and agreed that, pursuant to Government Code section 895.4, RTPA shall fully defend, indemnify and hold harmless STATE and its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to tortuous, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by RTPA, its officers, employees, agents contractors, subrecipients or subcontractors under this MFTA and each annual OWPA.

B. Neither RTPA nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by STATE, its officers, employees, agents, contractors, sub-recipients, or subcontractors under or in connection with any work, authority, or jurisdiction conferred upon to STATE under this MFTA. It is understood and agreed that pursuant to Government Code section 895.4, STATE shall fully defend, indemnify and hold harmless RTPA, its officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, including, but not limited to tortuous, contractual, inverse condemnation or

other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE, its officers, employees, agents contractors, subrecipients or subcontractors under this MFTA.

Section 7. Default

A. In the event that RTPA (a) fails to comply with applicable Federal and State laws and regulations; (b) fails to timely proceed with OWP in accordance with the MFTA or OWPA; or (c) otherwise materially violates the terms and conditions of this MFTA and/or OWPA, STATE reserves the right to terminate all funding for that OWP, or a portion thereof. Any such termination shall be accomplished by delivery to RTPA of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt specifying the reason for the termination, the extent to which funding of work under this MFTA is terminated and the date upon which such termination becomes effective. During the period before the termination date becomes effective, RTPA and STATE shall meet to try to resolve any dispute. No such termination shall become effective if: (a) during the process described in Article V, Section 3, the termination is stayed, (b) within the thirty (30) day period after receipt of the Notice of Termination, RTPA either cures the default, or (c) if that default is not reasonably susceptible to cure within said thirty (30) day period, STATE approves a RTPA plan and RTPA thereafter diligently completes the cure in a manner and timeline acceptable to STATE.

B. If STATE terminates funding for OWP pursuant to the above paragraph A, STATE shall pay RTPA the sum due RTPA under the annual OWPA for eligible work performed prior to termination.

Section 8. Termination

B. This MFTA shall remain in full force and effect until the termination date stated on Page 1 of this MFTA, unless superseded or terminated in conformance with Section 7 of this Article. All indemnification, document retention, audit, claims, and legal challenge articles will remain in effect until terminated or modified in writing by mutual agreement or expiry by statute of limitations.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
Robert Carothers, Contract Officer

Date: _____

Mariposa County Local Transportation Commission

By: _____
Shannon Hansen, Executive Director

Date: _____

By: _____
Steven W. Dahlem, Attorney

Date: _____

APPENDICES

A Overall Work Program Agreement
B RPA Request for Reimbursement
B2 Request for Reimbursement Support Documentation
C Certification of Expenditure
D DBE Contract Language (required)
D2 DBE Semi-Annual Report
D3 DBE Awards and Commitments
D4 DBE Utilization Report
D5 DBE Good Faith Efforts Documentation
E Certifications and Assurances
F Board Resolution

Appendix A

OVERALL WORK PROGRAM AGREEMENT (OWPA)

Agency Name

MFTA#: 74Axxxx
AGENCY DUNS#: xxxxxxxxx
AGENCY UEI#: xxxxxxxxxxx

FY: _____ **OWP Board Approval Date:** _____ **Amendment #:** _____

1. The undersigned signatory hereby commits to complete this Fiscal Year (FY) the Annual Overall Work Program (OWP), which has been approved by the Department of Transportation (Caltrans), Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) and is attached as part of this OWPA.

2. All of the obligations, duties, terms and conditions set forth in the Master Fund Transfer Agreements (MFTA)that was executed January 1, 2015 through December 31, 2024 with Caltrans are incorporated by reference as part of this OWPA for this FY.

3. Match amounts, sources, and eligibility for Regional Transportation Planning Funds listed below, must be in compliance with Federal, State, or contractually agreed upon requirements.

4. Subject to the availability of funds this FY OWPA funds encumbered by Caltrans include, but may not exceed, the following:

CFDA #	Funding Source	MIN Required Match %	CURRENT FY Allocated Programmed Amount	CARRYOVER Programmed Amount	Toll Credit Match	Local/In-Kind Match	TOTAL Estimated Expenditures
20.205	FHWA PL (Toll Credit)	11.47%					$0.00
20.205	FHWA PL (Local/In-kind Match)	11.47%					$0.00
20.205	FHWA PL-Complete Streets	0.00%					$0.00
20.505	FTA 5303 (Toll Credit Match)	11.47%					$0.00
20.505	FTA 5303 (Local/In-kind Match)	11.47%					$0.00
20.505	FTA 5304	11.47%					$0.00
20.205	FHWA SPR	20.00%					$0.00
	RPA	0.00%					$0.00
	RPA Grants	0.00%					$0.00
	SHA Grants	11.47%					$0.00
	SB1 Formula	11.47%					$0.00
	SB1 Competitive	11.47%					$0.00
	SHA-Climate Adaptation	11.47%					$0.00
	Total Programmed Amount		**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**

Agency Certification of Programmed Funds		District Approval of Programmed Funds	
The Agency certifies that programmed amounts are representative of eligible and approved activities. Any expenses in excess of available and programmed funds will be borne solely by the agency.		The District has reviewed and approves the OWPA as submitted. Programmed amounts are representative of eligible and approved activities and is consistent with all obligations as approved in the OWP.	
Authorized Signature	Date	*Authorized Signature*	Date
Printed Name and Title		Printed Name and Title	

(HQ Department of Transportation Use Only)

The total amount of **FEDERAL** funds encumbered by this document are: **$** _____

Fund Title: _____ Item: _____ Chapter Statute: _____ Fiscal Year: _____

The total amount of **STATE** funds encumbered by this document are: **$** _____

Fund Title: _____ Item: _____ Chapter Statute: _____ Fiscal Year: _____

Encumbrance Details:

Fed/State	CT	Acct Line #	Project ID	Phase/Fund	Amount $

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and expenditure purpose stated above.

_____ _____
Signature of Department of Transportation Resources/Accounting Officer Date

CFDA for Federal Funds *20.505 Metropolitan Transportation Planning and State and Non-Metropolitan Planning and Research/**20.205 Highway Planning and Construction

Appendix B

RTPA Name
ADDRESS of RTPA
City, State, Zip

DISTRICT Use Only
Date Received:

AGENCY INVOICE / REQUEST for REIMBURSEMENT (RFR) - STATE

Agency Invoice #: _____ **MFTA:** _____ **Fiscal Year:** _____

Period of Reimbursement: **Start Date:** _____ **End Date:** _____

I certify that I am a duly authorized representative of the above referenced Regional Transportation Planning Agency (RTPA) and the request for reimbursement is consistent with the terms of the Master Fund Transfer Agreement (MFTA) expiring December 31, 2024, entered into between the RTPA and the State of California, Department of Transportation. The reimbursement request is for eligible work completed in accordance with the above mentioned FY's approved Overall Work Program (OWP). **By signing this RFR, the RTPA certifies that all State and Federal matching requirements have been met.**

LOCAL AGENCY Use Only

Current Fiscal Year Reimbursement Breakdown. This portion must be completed by local agency to receive reimbursement.

Funding Source	Minimum Required Match %	State OWP/A Approved Amount	State Reimburseable Amount	Match Amount	State Amount Previously Invoiced	State Balance
RPA	0.00%					$ -
RPA Grant	0.00%					$ -
SHA	11.47%					$ -
SB1 Competitive	11.47%					$ -
SHA-Climate Adaptation	11.47%					$ -
Current Invoice Amount		$ -	$ -	$ -	$ -	$ -

LOCAL AGENCY Name & Title (please print) | Signature | Date

Caltrans DISTRICT Use Only

I certify that I am duly authorized by the Department of Transportation to approve payment to the RTPA. The RTPA has an approved Overall Work Program and the request for reimbursement is consistent with the Master Fund Transfer Agreement between the State of California, Department of Transportation and the RTPA. This authorization to pay acknowledges receipt of services billed.

District Name & Title (please print) | Signature | Date

Caltrans HQs Use Only

Acct Line # **Amount:** **Project ID#:** **Encumbered Contract #:** **R**

Appendix B

RTPA Name
ADDRESS of RTPA
City, State, Zip

DISTRICT Use Only
Date Received:

AGENCY INVOICE / REQUEST for REIMBURSEMENT (RFR) - FEDERAL

Agency Invoice #: _____ **MFTA:** _____ **Fiscal Year:** _____

Period of Reimbursement: **Start Date:** _____ **End Date:** _____

I certify that I am a duly authorized representative of the above referenced Regional Transportation Planning Agency (RTPA) and the request for reimbursement is consistent with the terms of the Master Fund Transfer Agreement (MFTA) expiring December 31, 2024, entered into between the RTPA and the State of California, Department of Transportation. The reimbursement request is for eligible work completed in accordance with the above mentioned FY's approved Overall Work Program (OWP). **By signing this RFR, the RTPA certifies that all State and Federal matching requirements have been met.**

LOCAL AGENCY Use Only

Current Fiscal Year Reimbursement Breakdown. This portion must be completed by local agency to receive reimbursement.

Funding Source	Minimum Required Match %	Federal OWP/A Approved Amount	Federal Reimburseable Amount	Match Amount	Federal Amount Previously Invoiced	Federal Balance
FTA 5304	11.47%					$ -
FHWA SPR	20.00%					$ -
Total Approved Amt per Amend #		$ -				
Current Invoice Amount		$ -	$ -	$ -	$ -	$ -

_____ _____ _____
LOCAL AGENCY Name & Title (please print) Signature Date

Caltrans DISTRICT Use Only

I certify that I am duly authorized by the Department of Transportation to approve payment to the RTPA. The RTPA has an approved Overall Work Program and the request for reimbursement is consistent with the Master Fund Transfer Agreement between the State of California, Department of Transportation and the RTPA. This authorization to pay acknowledges receipt of services billed.

_____ _____ _____
District Name & Title (please print) Signature Date

Caltrans HQs Use Only

Acct Line # **Amount:** **Project ID#:** **Encumbered Contract #:** **RC#:**

Appendix B2

RTPA NAME

FY 20XX-XX

Overall Work Plan (OWP) INVOICE DETAILS

Rural Planning Assistance (RPA)

Invoice # 1

OWP Work Element Info		CURRENT Fiscal Year Allocation & Expenditures				CURRENT Fiscal Year RPA Funds Expended Per Quarter			
1	2	3	4	5		6	7	8	9
Work Element #	WE Title	Current RPA WE Budget	RPA Previously Invoiced (does not include current amount billed)	Current RPA Amount Billed	RPA Balance	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
			$0.00	**$0.00**	$0.00				
			$0.00	**$0.00**	$0.00				
			$0.00	**$0.00**	$0.00				
			$0.00	**$0.00**	$0.00				
			$0.00	**$0.00**	$0.00				
			$0.00	**$0.00**	$0.00				
			$0.00	**$0.00**	$0.00				
			$0.00	**$0.00**	$0.00				
			$0.00	**$0.00**	$0.00				
			$0.00	**$0.00**	$0.00				
			$0.00	**$0.00**	$0.00				
			$0.00	**$0.00**	$0.00				
			$0.00	**$0.00**	$0.00				
			$0.00	**$0.00**	$0.00				
			$0.00	**$0.00**	$0.00				
			$0.00	**$0.00**	$0.00				
	Total	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**

Required Data

Header & Invoice #	Include the Agency name and Fiscal Year in Red Update the Invoice # with the numerical value that corresponds to the quarter seeking reimbursement for.	5	Amount will be calculated once you enter amounts in fields 6, 7, 8, and 9 labeled as First Quarter, Second Quarter, Third Quarter, Fourth Quarter
1	Work Element Numbers from Approved OWP	6	RPA funds to be reimbursed for expenditures that occurred within the First Quarter (July 1 - Sept 30th) (Update Invoice # located in upper left)
2	Enter Work Element Titles from Approved OWP	7	RPA funds to be reimbursed for expenditures that occurred within the Second Quarter (Oct 1 - Dec 31st) (Update Invoice # located in upper left)
3	Work Element RPA Budget from Approved OWP financials or Amendments (Update when Work Elements or Budgets are amended)	8	RPA funds to be reimbursed for expenditures that occurred within the Third Quarter (Jan 1 - March 31st) (Update Invoice # located in upper left)
4	Previously invoiced amount within the current Fiscal Year (does not include current RPA Amount Billed) Amount will be callculated once amounts are entered in fields 6, 7, 8, and 9 labeled as First Quarter, Second Quarter, Third Quarter, Fourth Quarter	9	RPA funds to be reimbursed for expenditures that occurred within the Fourth Quarter (April 1-June 30th) (Update Invoice # located in upper left)

Appendix B2

RTPA NAME
FY 20XX-XX
Overall Work Plan (OWP) INVOICE DETAILS
State Highway Account (SHA) Planning Grants

Invoice #

OWP Work Element Info		SHA State Reimbursement Info (88.53% Max)					Local Match Info (11.47 % Min)				
1	2	3	4	5	6	7	8	9	10	11	12
Work Element #	WE Title/Grant Title	Total Project Cost	Grant Award Budget	Spent to Date	Current Amount Billed	Balance	Cash	Source	3rd Party In-kind	Source	Total Local Match
											$0.00
											$0.00
											$0.00
											$0.00
											$0.00
											$0.00
											$0.00
											$0.00
											$0.00
	Total	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00		$0.00

Total SHA matched with local funds $0.00

Instructions for Completing this Form - Refer to reimbursement percentage above

1	Enter the work element number from the approved OWP. All Adaptation grants must be identified in the OWP as separate Work Element(s).	5	Enter the total state grant award amount spent/invoiced to date. Do not include the current invoice amount or local match.	9	Name the non-federal cash match eligible source.
2	Enter the work element title/Grant title from the approved OWP.	6	Enter the current grant award amount being invoiced. This amount should equal the amount of eligible activities on the support documentation the agency is seeking reimbursement for.	10	Enter the amount of the 3rd party or In-kind match being used.
3	Enter the total project cost for Adaptation grants. This amount includes the state award amount plus the agency's local match amount.	7	Enter the state award balance, which is calculated by taking the grant award budget, minus the spent to date and the current amount billed (D-E-F=G). The balance cannot exceed the grant award budget amount.	11	Name the non-federal In-kind or 3rd party eligible source.
4	Enter the state award budget. This amount should equal the amount on the award letter/the amount on the approved OWP revenue budget summary.	8	Enter the amount of eligible local cash match incurred. A minimum of 11.47% match is required.	12	Enter the total local match amount. This field calculates automatically.

Appendix B2

RTPA NAME
FY 20XX-XX
Overall Work Plan (OWP) INVOICE DETAILS
SB1 Competitive Grants (SB1-C)

Invoice #

OWP Work Element Info		SB1 Competitive State Reimbursement Info (88.53% Max)					Local Match Info (11.47 % Min)				
1	2	3	4	5	6	7	8	9	10	11	12
Work Element #	WE Title/Grant Title	Total Project Cost	Grant Award Budget	Spent to Date	Current Amount Billed	Grant Award Balance	Cash	Source	3rd Party In-kind	Source	Total Local Match
											$0.00
											$0.00
											$0.00
											$0.00
											$0.00
											$0.00
											$0.00
											$0.00
											$0.00
	Total	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00		$0.00

Total SB1 Competitive matched with local funds $0.00

Instructions for Completing this Form - Refer to reimbursement percentage above

1	Enter the work element number from the approved OWP. All SB-1 Sustainable Communities Formula/competitive Grants must be identified in the OWP as separate Work Element(s).	5	Enter the total state grant award amount spent/invoiced to date. Do not include the current invoice amount or local match.	9	Name the non-federal cash match eligible source.
2	Enter the work element title/Grant title from the approved OWP. Identify at the beginning of the grant title with the letter "F" the formula grants and with a "C" the competitive grants.	6	Enter the current grant award amount being invoiced. This amount should equal the amount of eligible activities on the support documentation the agency is seeking reimbursement for.	10	Enter the amount of the 3rd party or In-kind match being used.
3	Enter the total project cost for SB1 grants. This amount includes the state award amount plus the agency's local match amount.	7	Enter the state award balance, which is calculated by taking the grant award budget, minus the spent to date and the current amount billed (D-E-F=G). The balance cannot exceed the grant award budget amount.	11	Name the non-federal In-kind or 3rd party eligible source.
4	Enter the state award budget. This amount should equal the amount on the award letter/the amount on the approved OWP revenue budget summary.	8	Enter the amount of eligible local cash match incurred. A minimum of 11.47% match is required.	12	Enter the total local match amount. This field calculates automatically.

Appendix B2

RTPA NAME
FY 20XX-XX
Overall Work Plan (OWP) INVOICE DETAILS
State Highway Account (SHA) Climate Adaptation Planning Grant (CAPG)

Invoice # 0

OWP Work Element Info		SHA State Reimbursement Info (88.53% Max)					Local Match Info (11.47 % Min)				
1	2	3	4	5	6	7	8	9	10	11	12
Work Element #	WE Title/Grant Title	Total Project Cost	Grant Award Budget	Spent to Date	Current Amount Billed	Balance	Cash	Source	3rd Party In-kind	Source	Total Local Match
											$0.00
											$0.00
											$0.00
											$0.00
											$0.00
											$0.00
											$0.00
											$0.00
											$0.00
											$0.00
	Total	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00		$0.00

Total Adaptation matched with local funds **$0.00**

Appendix B2

RTPA NAME
FY 20XX-XX
Overall Work Plan (OWP) INVOICE DETAILS
Indirect Costs
Approved ICAP **XXX%**

Invoice #

Work Element #	WE Title	OWP WE Budget	WE Spent to Date	WE Current Amount Billed	Current Billing Indirect Costs							Billed To Date Indirect Costs			
					Direct Labor	Fringe Benefits	Indirect Costs Applied	Other Direct	Consultants/ Vendors	Sub-Recipients	Total Billed	Labor (A)	Fringe (B)	Total Labor + Fringe (C)	Total Indirect Costs Billed (Approved ICAP Rate x C)
														$0.00	#VALUE!
														$0.00	#VALUE!
														$0.00	#VALUE!
														$0.00	#VALUE!
														$0.00	#VALUE!
														$0.00	#VALUE!
														$0.00	#VALUE!
														$0.00	#VALUE!
														$0.00	#VALUE!
														$0.00	#VALUE!
														$0.00	#VALUE!
														$0.00	#VALUE!
														$0.00	#VALUE!
														$0.00	#VALUE!
														$0.00	#VALUE!
														$0.00	#VALUE!
														$0.00	#VALUE!
														$0.00	#VALUE!
														$0.00	#VALUE!
														$0.00	#VALUE!
														$0.00	#VALUE!
														$0.00	#VALUE!
														$0.00	#VALUE!
														$0.00	#VALUE!
														$0.00	#VALUE!
														$0.00	#VALUE!
	Total	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	#VALUE!

Appendix B2

RTPA NAME

FY 20XX-XX

Overall Work Plan (OWP) INVOICE DETAILS

SPR Strategic Partnerships

Invoice # 0

OWP Work Element Info		FHWA SPR Federal Reimbursement Info (80.00% Max)					Local Match Info (20% Min)				
1	2	3	4	5	6	7	8	9	10	11	12
Work Element #	WE Title/Grant Title	Total Project Cost	Grant Award Budget	Spent to Date	Current Amount Billed	Grant Award Balance	Cash	Source	3rd Party/ In-kind	Source	Total Local Match
											$0.00
											$0.00
											$0.00
											$0.00
											$0.00
											$0.00
											$0.00
											$0.00
											$0.00
											$0.00
											$0.00
											$0.00
											$0.00
											$0.00
											$0.00
											$0.00
											$0.00
											$0.00
											$0.00
											$0.00
											$0.00
											$0.00
		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00		$0.00

Total SPR matched with local funds $0.00

Appendix B2

RTPA NAME
FY 20XX-XX
Overall Work Plan (OWP) INVOICE DETAILS
FTA 5304 Strategic Partnerships - Transit

Invoice #

OWP Work Element Info		FTA 5304 Federal Reimbursement Info (88.53% Max)					Local Match Info (11.47% Min)				
1	2	3	4	5	6	7	8	9	10	11	12
Work Element #	WE Title/Grant Title	Total Project Cost	Grant Award Budget	Spent to Date	Current Amount Billed	Grant Award Balance	Cash	Source	3rd Party/ In-kind	Source	Total Local Match
											$0.00
											$0.00
											$0.00
											$0.00
											$0.00
											$0.00
											$0.00
											$0.00
											$0.00
											$0.00
											$0.00
											$0.00
											$0.00
											$0.00
											$0.00
											$0.00
		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00		$0.00

Total 5304 matched with Local funds **$0.00**

Appendix B2

RTPA NAME
FY 20XX-XX
Overall Work Plan (OWP) INVOICE DETAILS
Indirect Costs
Approved ICAP **XXX%**

Invoice #

Work Element #	WE Title	OWP WE Budget	WE Spent to Date	WE Current Amount Billed	Current Billing Indirect Costs							Billed To Date Indirect Costs			
					Direct Labor	Fringe Benefits	Indirect Costs Applied	Other Direct	Consultants/ Vendors	Sub-Recipients	Total Billed	Labor (A)	Fringe (B)	Total Labor + Fringe (C)	Total Indirect Costs Billed (Approved ICAP Rate x C)
														$0.00	#VALUE!
														$0.00	#VALUE!
														$0.00	#VALUE!

Appendix C

Certification of Expenditure (COE) by Fund Source for

RTPA Name
Address
City State Zip

FY: 20XX/XX **MFTA #: 74Axxxx**

I certify that I am a duly authorized representative of the Regional Transportation Planning Agencies (RTPAs) and the following statement of fund expenditures is consistent with the terms of the Master Fund Transfer Agreement entered into between the RTPA and the State.

I have attached a copy of the Statement of Expenditures by fund source and work element. Matching funds are identified. The expenditures shown are for work completed in accordance with the Fiscal Year approved Overall Work Program. I certify that all state and federal matching requirements have been met.

Identify the Grant Status as of June 30th as Active or Closed. Closed grants will NOT be reflected on the reconciliation letter and remaining balances will be forfeited.

Funding Source	Reconciled C/o	Annual Allocation	Federal/State Expenditures	Year End Balance		Reconciled TOTAL (based on CLOSED activities)
Rural Planning Assistance (RPA) Funds	**$0.00**	**$0.00**	$0.00	**$0.00**		**$0.00**
Pursuant to the MFTA(sec 3.C) & Regional Planning Handbook(sec 4.08); an RTPA cannot carryover more than 25% of its annual RPA allocation						
					Grant Status (Drop Down Box)	
FTA 5304 Strategic Partnership Transit Grants						
FY WE # Title	$0.00	$0.00	$0.00	$0.00	CLOSED	$0
FY WE # Title	$0.00	$0.00	$0.00	$0.00	CLOSED	$0
Total	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$0.00**
FHWA SPR Strategic Partnership Grants						
FY WE # Title	$0.00	$0.00	$0.00	$0.00	CLOSED	$0
FY WE # Title	$0.00	$0.00	$0.00	$0.00	CLOSED	$0
Total	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$0.00**
RMRA (SB1) Sustainable Communities Grants						
FY WE # Title	$0.00	$0.00	$0.00	$0.00	CLOSED	$0
FY WE # Title	$0.00	$0.00	$0.00	$0.00	CLOSED	$0
FY WE # Title	$0.00	$0.00	$0.00	$0.00	CLOSED	$0
Total	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$0.00**
PTA Adaptation Planning Grants						
FY WE # Title	$0.00		$0.00	$0.00	CLOSED	$0
FY WE # Title	$0.00		$0.00	$0.00	CLOSED	$0
Total	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$0.00**
RPA Discretionary Grants						
FY WE # Title	$0.00	$0.00	$0.00	$0.00	CLOSED	$0
FY WE # Title	$0.00	$0.00	$0.00	$0.00	CLOSED	$0
Total	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$0.00**
SHA Sustainable Communities Grants						
FY WE # Title	$0.00	$0.00	$0.00	$0.00	CLOSED	$0
FY WE # Title	$0.00	$0.00	$0.00	$0.00	CLOSED	$0
Total	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$0.00**
Total FY Eligible State & Federal Balances:	$0.00	$0.00	**$0.00**	**$0.00**		**$0.00**

I understand that this represents a final statement of expenditure for **FY 2023-24** and no future requests for reimbursement will be processed by the State for payment.

Name (Please Print) _____ Signature _____

Title (Please Print) _____ Date _____

Appendix D

CPG Subrecipient Responsibilities for DBE include:

- Participation in the race neutral DBE Program when contracting/awarding to subrecipients or planning consultants involving any fraction of federal CPG funds.

- Participation in the race neutral DBE Program even if subrecipients have not contracted out work to sub-recipients or consultants. They must also complete, sign and turn in the FTA DBE Uniform Report form, showing zero dollars. This information will provide necessary data for the federally mandated Caltrans DBE disparity study.

- Completion of the FTA DBE Uniform Report form *(See Appendix X)* twice a year: April 1st and October 1st. The DBE Uniform Report shows the federal dollar amount provided through contract/s as well as DBE participation in these contracts. This information will provide necessary data for the federally mandated Caltrans DBE disparity study and reporting to the FTA. The completed forms are sent to the appropriate HQ ORIP Liaison.

- Development and implementation of a DBE Program following the Caltrans DBE Program Plan, pursuant to the Master Fund Transfer Agreement, Article IV, Section 2. This Plan formally acknowledges the statutory and/or regulatory requirements with its race-neutral measures, and their commitment to comply with all the prescribed responsibilities explained herein.

- Development and maintenance of a Bidder's List, consisting of information about all DBE and non-DBE firms that bid or quote on CPG-assisted contracts. The Bidder's List includes the name, address, DBE/non-DBE status, age and annual gross receipts of firms.

- Inclusion of the following clause is required, verbatim, in each CPG-assisted contract:

    - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of United States Department of Transportation-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as recipient deems appropriate.

Appendix D

- Inclusion of contractual language specifying prompt payment clauses are required in the foregoing provisions. These prompt payment clauses benefit all subcontractors equally.

    - **Prompt Progress Payment to Subcontractors—**A prime contractor or subcontractor shall pay to any subcontractor not later than 10-days of receipt of each progress payment, in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10-day rule is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30-days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies of that Section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.
    - **Prompt Payment of Withheld Funds to Subcontractors—**The MPO, RTPA or local government entity shall include either (1), (2), or (3) of the following provisions in their CPG-assisted contracts to ensure prompt and full payment of retainage (withheld funds) to subcontractors in compliance with 49 CFR 26.29.

        1) No retainage will be held by the agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Appendix D

2) No retainage will be held by the agency from progress payments due the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor in 30-days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

3) The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30-days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of: a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance; and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Appendix D2

UNIFORM REPORT OF DBE COMMITMENTS/AWARDS AND PAYMENTS

FTA Section

Please refer to the instruction sheet for directions on filling out this form

1	Submitted to (check only one)	[ ] FHWA	[ ] FAA	[X] FTA - Recipient ID Number 1622	
2	Grant Number(s) (FTA Recipients):				
3	Federal Fiscal year in which reporting period falls:		4. Date This Report Submitted:		
5	Reporting Period:	[ ] Report due for period Oct 1-Mar 31	[ ] Report due for period April 1-Sep 30	[ ] FAA annual report due Dec 1	
6	Name and address of Recipient:				
7	Annual DBE Goal(s):	Race Conscious Projection:	Race Neutral Projection:	OVERALL Goal:	

Awards/Commitments this Reporting Period

		A	B	C	D	E	F	G	H	I
A	**AWARDS/COMMITMENTS MADE DURING THIS REPORTING PERIOD** (Total contracts and subcontracts committed during this reporting period)	Total Federal Share Dollars	Total Number	Total to DBEs (dollars)	Total to DBEs (number)	Total to DBEs/Race Conscious (dollars)	Total to DBEs/Race Conscious (number)	Total to DBEs/Race Neutral (dollars)	Total to DBEs/Race Neutral (number)	Percentage of total dollars to DBEs
8	Prime contracts awarded this period (Standard Agreements)			$ -	0			$ -	0	#DIV/0!
9	Subcontracts awarded/committed this period (3rd Party Contracts)				0		0	$ -		#DIV/0!
10	**TOTAL**			$ -	0	$ -	0	$ -	0	#DIV/0!

		A	B	C	D	E	F
B	**BREAKDOWN BY ETHNICITY & GENDER**	Total to DBE (dollar amount)			Total to DBE (number)		
		Women	Men	Total	Women	Men	Total
11	Black American	$ -	$ -	$ -	0	0	0
12	Hispanic American	$ -	$ -	$ -	0	0	0
13	Native American	$ -	$ -	$ -	0	0	0
14	Asian-Pacific American	$ -	$ -	$ -	0	0	0
15	Subcontinent Asian Americans	$ -	$ -	$ -	0	0	0
16	Non-Minority	$ -	$ -	$ -	0	0	0
17	**TOTAL**	$ -	$ -	$ -	0	0	0

Payments Made this Reporting Period

		A	B	C	D	E	F
C	**PAYMENTS ON ONGOING CONTRACTS**	Total Number of Contracts	Total Dollars Paid (Non-DBE)	Total Number of Contracts with DBEs	Total Payments to DBE firms	Total Number of DBE firms Paid	Percent to DBEs
18	Prime and subcontracts currently in progress	0	$ -	0	$ -	0	#DIV/0!

		A	B	C	D	E
D	**TOTAL PAYMENTS ON CONTRACTS COMPLETED THIS REPORTING PERIOD**	Number of Contracts Completed	Total Dollar Value of Contracts Completed	DBE Participation Needed to Meet Goal (Dollars)	Total DBE Participation (Dollars)	Percent to DBEs
19	Race Conscious	0	$ -	$ -	$ -	#DIV/0!
20	Race Neutral	0	$ -		$ -	#DIV/0!
21	Totals	0	$ -		$ -	#DIV/0!

22	Submitted by:	23. Signature:	24. Phone Number:

Appendix D3

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION / UNDERUTILIZED (UDBE) PARTICIPATION

ADM-0227F (REV 10/2009) Page 1 of 2 (CONTRACTS FEDERALLY FUNDED IN WHOLE OR IN PART)

PART A - CONTRACTORS INFORMATION (Refer to Instructions in Page 2 of this form. Bidder/Proposer shall ensure all information provided is complete and accurate.)

(A1) CONTRACTOR'S BUSINESS NAME	(A2) AGREEMENT NUMBER	(A3) CONTRACT DOLLAR AMOUNT	(A4) DATE

(A1) CONTRACTOR'S BUSINESS ADDRESS	(A1) CITY	(A1) STATE	(A1) ZIP CODE

(A1) CONTACT PERSON	(A1) BUSINESS PHONE	(A1) FAX NUMBER	(A1) EMAIL ADDRESS
	( )	( )	

PART B - DBE/UDBE INFORMATION AND DOCUMENTATION (Refer to Instructions in Page 2 of this form. Bidder/Proposer shall verify DBE certifications or UDBE firms are certified as DBEs .)

	(1) List Name(s) and addresses of all DBEs/UDBEs that will participate in this Agreement:	(2) Area Code & Phone Number	(3) Tier	(4) Description of Work, Service, or Materials Supplied	(5) DBE/UDBE or CUCP Certification Number	(6) Ownership Code	(7) DBE/UDBE $ Amount Claimed	(8) % of $ Value Claimed	(9) Caltrans Use Only %
1B	*EXAMPLE* Jane Prime Inc., 1234 Jane's Street, Jane's City, CA, 04321	(XXX) 000-1111	0	Project management	XXXXXXXX	7,5	48,000	48%	
2B	*EXAMPLE* Joe Subcontractor Inc., 4567 Joe's Street, Joe's City, CA, 07654	(XXX) 111-0000	1	Design, Surveys, environmental testing	000000000000	6	42,000	42%	
	EXAMPLE Supplier International LLC, 1100 X Street Supplier's City, CA, 45670	(111) XXX-0001	2	Surveys instruments, testing materials	111111111111	3	10,000	10%	

PART C - FOR CALTRANS USE ONLY (Verification Completed by Civil Rights, Office of Business and Economic Opportunity):

(C1) PRINT VERIFIER'S NAME AND TITLE	(C1) SIGNATURE	(C2) DATE	(C3) CIVIL RIGHTS STAMP OF APPROVAL

(C4) DBE Participation ☐ YES (%) ☐ NO	(C5) UDBE Participation ☐ YES (%) ☐ NO

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION Appendix D3

DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION / UNDERUTILIZED (UDBE) PARTICIPATION

ADM-0227F (REV 10/2009) Page 2 of 2 (CONTRACTS FEDERALLY FUNDED IN WHOLE OR IN PART)

AUTHORITY:

Title 49, Code of Federal Regulations, Part 26 (49 CFR 26)

INSTRUCTIONS FOR COMPLETING FORM ADM-0227F (Please Type or Print Legibly):

PART A - CONTRACTOR INFORMATION

(A1) Bidder's/Proposer's Business Name, Address, City, State, and Zip Code, Contact Person, Business Phone, Fax Number, and Email Address.

(A2) Agreement Number, that is the same number as the Invitation for Bid (IFB) or Request for Proposal (RFP) number.

(A3) Total dollar amount that Contractor proposes to accomplish the Agreement.

(A4) Date this form is completed.

PART B - DBE/UDBE INFORMATION AND DOCUMENTS

Row 1B Complete this row ONLY if Prime is a certified DBE/UDBE and refer also to column instructions below.

Row 2B Complete these rows ONLY if the Subcontractor(s)/Supplier(s) are certified DBE/UDBE and refer to instructions below for Columns 1 through 7. If there are more than five (5) certified DBE/UDBE subcontractors/suppliers to be listed, please use additional copies of page 1 of this form and only complete A1, Contractor's Business Name, A2, Agreement Number, and 2B rows in Part B.

Column 1 Enter the names and complete addresses of all certified DBE/UDBE Contractor/Subcontractor/Supplier(s) that will be used in the Agreement.

Column 2 Enter the area code and phone number of the corresponding certified DBE/UDBE listed in Column 1.

Column 3 Enter the Contracting Tier number for each DBE/UDBE corresponding listed in Column 1: **0** = Prime or Joint Consultant, **1** = Primary Subcontractor, **2** = Subcontractor/Supplier of level 1 Primary Subcontractor.

Column 4 Enter a description that briefly captures the work to be performed or supplies to be provided by each corresponding DBE/UDBE firm listed in Column 1.

Column 5 Enter the DBE/UDBE or CUCP Certification Number for the corresponding DBE/UDBE listed in Column 1. Self-certification is NOT acceptable. DBEs/UDBEs must be certified by the submittal date identified in the IFB or RFP. For more certification and verification information, refer to the IFB's or RFP's ***Notice to Bidders/Proposers Disadvantaged Business Enterprise (DBE) Program and Underutilized DBE (UDBE) Participation Goal.***

Column 6 Enter the correct Ownership Code number below for the corresponding DBE/UDBE listed in Column 1. Only UDBE participation counts toward contract goal.

1 = Black American (UDBE)	4 = Asian-Pacific American (UDBE)	7 = Woman (UDBE)
2 = Hispanic American (DBE)	5 = Subcontinent Asian American (DBE)	8 = Other (DBE)
3 = Native American (UDBE)	6 = Caucasian (DBE)	9 = Not Applicable

Column 7 Enter the percentage (%) of the dollar ($) value claimed for each corresponding DBE/UDBE listed in Column 1.

ADDITIONAL INFORMATION:

- Form ADM-0312F should be submitted with the ADM-0227F to demonstrate good faith efforts (GFE) AND protect bidder's/proposer's eligibility for contract award in the event Caltrans determines the bidder/proposer failed to meet the UDBE goal.
- A DBE/UDBE joint venture partner shall submit the joint venture agreement with the form ADM-0227F.

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For alternate format information, contact the Forms Management Unit at (916) 445-1233, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

Appendix D4

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

DISADVANTAGED BUSINESS ENTERPRISES UTILIZATION REPORT

ADM-3069 (NEW 06/2011)

ADA Notice
For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

CONTRACT NUMBER	INVOICE NUMBER	TASK ORDER NUMBER (if applicable)	ADMINISTERING AGENCY	CONTRACT START DATE	CONTRACT COMPLETION DATE
			Department of Transportation Division of Procurement and Contracts		

PRIME CONTRACTOR NAME (PRINT)	BUSINESS ADDRESS	TOTAL CONTRACT AMOUNT: $
PRIME CONTRACTOR REPRESENTATIVE NAME (PRINT)		**Contract Manager Must Complete This Section:** Total Federal Share Amount: $ **OR** %

ITEM NO.	DESCRIPTION OF WORK PERFORMED AND MATERIEL PROVIDED	COMPANY NAME AND BUSINESS ADDRESS	DBE CERTIFICATION NUMBER	GENDER	OWNERSHIP CODES(S)	CONTRACT PAYMENTS		DATE WORK COMPLETE	PAYMENT DATE
						NON-DBE	DBE		
						$	$		
						$	$		
						$	$		
						$	$		
						$	$		
						$	$		
						$	$		
					TOTAL	$	$		

ORIGINAL COMMITMENT

$ OR % UDBE

$ OR % DBE

OWNERSHIP CODES:

1= Black American
2= Hispanic American
3= Native American
4= Asian Pacific American
5= Subcontinent Asian American
6= Caucasian
7= Woman
8= Other
9= Not Applicable

Comments

List all Subcontractors and Disadvantaged Business Enterprises (DBEs) regardless of tier, whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at the time of award, provide comments. List actual amount paid to each entity.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

CONTRACTOR REPRESENTATIVE'S SIGNATURE	BUSINESS PHONE NUMBER	DATE

TO THE BEST OF MY INFORMATION AND BELIEF, THE ABOVE INFORMATION IS COMPLETE AND CORRECT

CONTRACT MANAGER'S SIGNATURE	BUSINESS PHONE NUMBER	DATE

COPY DISTRIBUTION (Required): **(1) Original:** Contract Manager
(2) Copy: Office of Business and Economic Opportunity, Email: to smallbusinessadvocate@dot.ca.gov or FAX to 916-324-1949

Appendix D4

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

DISADVANTAGED BUSINESS ENTERPRISES UTILIZATION REPORT

ADM-3069 (NEW 06/2011)

Contractor Instructions:
This form must be completed and submitted to the Caltrans Contract Manager with each invoice. Enter the Contract Number, Invoice Number, Task Order Number (if applicable), Contract Start Date, Completion Date (Expiration Date), Prime Contractor Name, Prime Contractor Business Address, Total Contract Amount (as written on the STD. 213).

This form has two columns for entering the dollar value for the item(s) of work performed or provided by the firm. The Non-DBE column is used to enter the dollar value of work performed by subcontracting firms who are not certified DBE. The DBE column is used to enter the dollar value of work performed only by certified DBE firms.

DBE prime contractors are required to show the corresponding dollar value of work performed by their own forces.

To confirm the certification status of a DBE, access the Department of Transportation, Office of Business and Economic Opportunity website at http://www.dot.ca.gov/hq/bep/find_certified.htm or call toll free (866) 810-6346 or (916) 324-1700.

If a contractor performing work as a DBE becomes decertified and still performs work after the decertification date, enter the total value performed by this contractor in the DBE column for the certification period and the remaining work or services (after decertification) in the Non-DBE column. If a subcontractor performing work as a non-DBE on the project becomes certified as a DBE, enter the dollar value of all work performed after certification as a DBE in the appropriate column.

Date Work Complete Column: Enter the date the work and/or Task order was completed for the respective pay period.
Date of Payment column: Enter the date when the prime contractor made the payment to the firm for the portion of work listed as being completed. DBE prime contractors are required to show the date of work performed by their own forces.

Contractor's Signature: Contractor certifies that the information on the ADM-3069 is complete and correct.

Contract Manager's Instructions:
Review the form as submitted by the Contractor to ensure the form is complete and accurate. Once you receive the ADM-3069 from the Contractor, enter the total (or percent) of **Federal (only) dollars** (being used in the Agreement) on the form, then sign, date, and Email to smallbusinessadvocate@dot.ca.gov or FAX to 916-324-1949.

Appendix D5

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

BIDDER/PROPOSER DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOOD FAITH EFFORTS DOCUMENTATION

ADM-0312F (REV 03/2016) (Page 1 of 4) (CONTRACTS FEDERALLY FUNDED IN WHOLE OR IN PART)

CONTRACTOR'S NAME	IFB OR RFP OR RFQ NUMBER	DATE

BIDDER/PROPOSER INSTRUCTIONS: Submittal of only the Disadvantaged Business Enterprise (DBE) Information form, ADM-0227F, may not provide sufficient documentation to demonstrate that adequate good faith efforts (GFE) were made by the bidder/proposer. Bidder/proposer should always submit documentation for making GFE to protect its eligibility for award should Caltrans, in its evaluation, find that the bidder/proposer did not meet the DBE goal. If a bidder/proposer does not meet the DBE goal, a bidder/proposer must make an adequate GFE to be responsive. Bidder/proposer shall complete this Bidder/Proposer Disadvantaged Business Enterprise (DBE) Good Faith Efforts Documentation form, ADM-0312F, and submit the requested information below with its bid by the bid due date and time.

1. OUTREACH DOCUMENTATION

Describe the bidder's/proposer's outreach efforts to identify and solicit the interest of all certified DBEs that have the capability to perform the work of the contract. Provide copies of supporting documentation.

DESCRIPTION OF OUTREACH	DATE(S)	LOCATION (IF APPLICABLE)	RESULTS

2. DBE DOCUMENTATION

a. List the names of certified DBEs and all dates on which they were solicited to bid on the contract.
b. Include the items of work offered and the dates and methods used for initial and follow-up solicitations to determine with certainty whether the DBEs were interested.
c. Attach copies of solicitations, e-mail messages, telephone records, fax confirmations, etc.

Check the appropriate box: ☐ IFB ☐ RFP ☐ RFQ

SOLICITATIONS

NAME OF DBE SOLICITED	DATE OF INITIAL SOLICITATION	ITEM(S) OF WORK OFFERED	FOLLOW-UP METHODS AND DATES

Appendix D5

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

BIDDER/PROPOSER DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOOD FAITH EFFORTS DOCUMENTATION

ADM-0312F (REV 03/2016) (Page 2 of 4) (CONTRACTS FEDERALLY FUNDED IN WHOLE OR IN PART)

CONTRACTOR'S NAME	IFB OR RFP OR RFQ NUMBER	DATE

2. DBE DOCUMENTATION (Continued)

SOLICITATIONS

NAME OF DBE SOLICITED	DATE OF INITIAL SOLICITATION	ITEM(S) OF WORK OFFERED	FOLLOW-UP METHODS AND DATES

3. ITEMS OF WORK

List the items of work made available to DBE firms. Identify items of work the bidder/proposer might otherwise perform with its own forces; items that have been broken down into economically feasible units to facilitate DBE participation; and items for which the bidder/proposer has established flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates DBE participation. For each item listed, show the dollar value and percentage of the total contract. The bidder/proposer must demonstrate that sufficient work to meet the goal was made available to DBE firms.

ITEMS OF WORK OFFERED, SERVICES OFFERED, OR MATERIALS SUPPLIED	BIDDER/PROPOSER NORMALLY PERFORMS ITEM (Y/N)	ITEM BROKEN DOWN TO FACILITATE PARTICIPATION (Y/N)	ESTABLISHED FLEXIBLE TIMEFRAMES FOR PERFORMANCE AND DELIVERY SCHEDULES (Y/N)	AMOUNT ($)	PERCENTAGE OF CONTRACT

Appendix D5

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

BIDDER/PROPOSER DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOOD FAITH EFFORTS DOCUMENTATION

ADM-0312F (REV 03/2016) (Page 3 of 4) (CONTRACTS FEDERALLY FUNDED IN WHOLE OR IN PART)

CONTRACTOR'S NAME	IFB OR RFP OR RFQ NUMBER	DATE

4. DBE RESPONSES

For each item of work made available, indicate whether the bidder/proposer provided plans and specifications specific to the item(s) of work being offered; list the selected firm and its status as a DBE; the DBEs that provided quotes; the price quote for each firm; and the price difference for each DBE if the selected firm is not a DBE. Provide copies of each DBE and non-DBE quote submitted to the bidder/proposer when a non-DBE firm was selected over a DBE for work on the contract.

ITEM(S) OF WORK	PROVIDE PLANS/SPECIFICATIONS FOR WORK OFFERED (Y/N)	NAME OF SELECTED FIRM	DBE or non-DBE	NAME OF REJECTED FIRM	QUOTE ($)	PRICE DIFFERENCE ($)

5. ASSISTANCE TO DBEs - Plans/Specifications/Contract requirements

Describe the bidder's/proposer's efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. Identify the DBEs assisted, the type of information provided, and the date of the contacts. Provide copies of supporting documents.

6. ASSISTANCE TO DBEs - Bonding/Lines of Credit/Insurance

Describe the bidder's/proposer's efforts made to assist interested DBEs in obtaining bonding, lines of credit, or insurance. Identify the DBEs assisted, the type of assistance offered, and the dates. Provide copies of supporting documents.

Appendix D5

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

BIDDER/PROPOSER DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOOD FAITH EFFORTS DOCUMENTATION

ADM-0312F (REV 03/2016) (Page 4 of 4) (CONTRACTS FEDERALLY FUNDED IN WHOLE OR IN PART)

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CONTRACTOR'S NAME	IFB OR RFP OR RFQ NUMBER	DATE

7. ASSISTANCE TO DBEs - Equipment/Supplies and Materials/Related Assistance or Services
Describe the bidder's/proposer's efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE purchases or leases from the prime contractor or its affiliate. Identify the DBEs assisted, the type of assistance offered, and the dates. Provide copies of supporting documents.

8. ASSISTANCE RECRUITING AND PLACING DBEs
List the names of agencies and the dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.

NAME OF AGENCY/ORGANIZATION	METHODS/DATE OF CONTACT	RESULTS

9. ADDITIONAL DATA TO SUPPORT A GOOD FAITH EFFORT
Include additional data to support a demonstration of good faith efforts.

Appendix E

FY 2024/2025 FHWA and FTA State and Metropolitan Transportation Planning Process Self-Certification

In accordance with 23 CFR part 450, the California Department of Transportation and _____, Regional Transportation Planning Agency, hereby certify that the transportation planning process is being carried out in accordance with all applicable requirements including:

1) 23 U.S.C. 134, 49 U.S.C. 5303, and subpart C of 23 CFR part 450;
2) In nonattainment and maintenance areas, sections 174 and 176(c) and (d) of the Clean Air Act, as amended (42 U.S.C. 7504, 7506(c) and (d)) and 40 CFR part 93;
3) Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d–1) and 49 CFR part 21;
4) 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;
5) Section 1101(b) of the FAST Act (Pub. L. 114-94) and 49 CFR part 26 regarding the involvement of disadvantaged business enterprises in USDOT funded projects;
6) 23 CFR part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;
7) The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and 49 CFR parts 27, 37, and 38;
8) The Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
9) Section 324 of title 23 U.S.C. regarding the prohibition of discrimination based on gender; and
10) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.

_____	_____
RTPA Authorizing Signature	Caltrans District Approval Signature
_____	_____
Title	Title
_____	_____
Date	Date

Appendix E

Fiscal Year 20XX/20XX California Department of Transportation Debarment and Suspension Certification

As required by U.S. DOT regulations on governmentwide Debarment and Suspension (Nonprocurement), 49 CFR 29.100:

1) The Applicant certifies, to the best of its knowledge and belief, that it and its contractors, subcontractors and subrecipients:
    a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    b) Have not, within the three (3) year period preceding this certification, 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 listed in subparagraph (1)(b) of this certification; and
    d) Have not, within the three (3) year period preceding this certification, had one or more public transactions (Federal, state, and local) terminated for cause or default.
2) The Applicant also certifies that, if Applicant later becomes aware of any information contradicting the statements of paragraph (1) above, it will promptly provide that information to the State.
3) If the Applicant is unable to certify to all statements in paragraphs (1) and (2) of this certification, through those means available to Applicant, including the General Services Administration's ***Excluded Parties List System (EPLS)***, Applicant shall indicate so in its applications, or in the transmittal letter or message accompanying its annual certifications and assurances, and will provide a written explanation to the State.

Appendix E

CALIFORNIA DEPARTMENT OF TRANSPORTATION
DEBARMENT AND SUSPENSION CERTIFICATION
FISCAL YEAR 20XX/20XX

SIGNATURE PAGE

In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances, and any other statements made by me on behalf of the Applicant are true and correct.

Signature_____ Date_____

Printed Name _____

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has the authority under state and local law to make and comply with the certifications and assurances as indicated on the foregoing pages. I further affirm that, in my opinion, these certifications and assurances have been legally made and constitute legal and binding obligations of the Applicant.

I further affirm to the Applicant that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these certifications and assurances or of the performance of the described project.

AFFIRMATION OF APPLICANT'S ATTORNEY

For _____ (Name of Applicant)

Signature_____ Date_____

Printed Name of Applicant's Attorney _____

Appendix E

Not every provision of every certification will apply to every applicant or award. If a provision of a certification does not apply to the applicant or its award, FTA will not enforce that provision.

Text in italic is guidance to the public. It does not have the force and effect of law, and is not meant to bind the public in any way. It is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.

All applicants must make the certifications in this category.

1.1. Standard Assurances.

The certifications in this subcategory appear as part of the applicant's registration or annual registration renewal in the System for Award Management (SAM.gov) and on the Office of Management and Budget's standard form 424B "Assurances—Non-Construction Programs". This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

(a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

(b) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

(c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

(d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

(e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728–4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).

Appendix E

(f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 CFR Part 21;

(2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685–1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 CFR Part 25;

(3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.

(4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 CFR Part 27;

(5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;

(6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;

(7) The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91–616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;

(10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,

(11) the requirements of any other nondiscrimination statute(s) which may apply to the application.

(g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("Uniform Act") (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 CFR Part 24.

Appendix E

(h) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

(i) Will comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction subagreements.

(j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

(k) Will comply with environmental standards which may be prescribed pursuant to the following:

- (1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
- (2) Notification of violating facilities pursuant to EO 11738;
- (3) Protection of wetlands pursuant to EO 11990;
- (4) Evaluation of flood hazards in floodplains in accordance with EO 11988;
- (5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
- (6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);
- (7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
- (8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93–205).

(l) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

(m) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).

(n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

(o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded

Appendix E

animals held for research, teaching, or other activities supported by this award of assistance.

(p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

(q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200, Subpart F, "Audit Requirements", as adopted and implemented by U.S. DOT at 2 CFR Part 1201.

(r) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.

(s) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from:

(1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;

(2) Procuring a commercial sex act during the period of time that the award is in effect; or

(3) Using forced labor in the performance of the award or subawards under the award.

1.2. Standard Assurances: Additional Assurances for Construction Projects.

This certification appears on the Office of Management and Budget's standard form 424D "Assurances—Construction Programs" and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

(a) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives; and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.

(b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.

(c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work confirms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

Appendix E

1.3. Procurement.

The Uniform Administrative Requirements, 2 CFR § 200.325, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews.

The applicant certifies that its procurement system complies with:

(a) U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200, particularly 2 CFR §§ 200.317–200.327 "Procurement Standards;
(b) Federal laws, regulations, and requirements applicable to FTA procurements; and
(c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.

1.4. Suspension and Debarment.

Pursuant to Executive Order 12549, as implemented at 2 CFR Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant's exclusion status. 2 CFR § 180.300. Additionally, each applicant must disclose any information required by 2 CFR § 180.335 about the applicant and the applicant's principals prior to entering into an award agreement with FTA. This certification serves both purposes.

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

(a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;
(b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;

Appendix E

(c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification;
(d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

1.5. Coronavirus Response and Relief Supplemental Appropriations Act, 2021, and CARES Act Funding.

The applicant certifies:

(a) To the maximum extent possible, funds made available under title IV of division M of the Consolidated Appropriations Act, 2021 (Public Law 116–260), and in title XII of division B of the CARES Act (Public Law 116–136; 134 Stat. 599) shall be directed to payroll and operations of public transit (including payroll and expenses of private providers of public transportation); or
(b) The applicant certifies that the applicant has not furloughed any employees.

1.6. American Rescue Plan Act Funding.

The applicant certifies:

(a) Funds made available by Section 3401(a)(2)(A) of the American Rescue Plan Act of 2021 (Public Law 117-2) shall be directed to payroll and operations of public transportation (including payroll and expenses of private providers of public transportation); or
(b) The applicant certifies that the applicant has not furloughed any employees.

CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS

This certification is required of each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA's state safety oversight programs, and each State that is required to draft and certify a Public Transportation Agency Safety Plan on behalf of a Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) pursuant to 49 CFR § 673.11(d).

This certification is required by 49 U.S.C. § 5307(c)(1)(L), 49 U.S.C. § 5329(d)(1), and 49 CFR § 673.13. This certification is a condition of receipt of Urbanized Area Formula Grants Program (49 U.S.C. § 5307) funding.

This certification does not apply to any applicant that only receives financial assistance from FTA under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C.

Appendix E

§ 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs, unless it operates a rail fixed guideway public transportation system.

If the applicant is an operator, the applicant certifies that it has established a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673; including, specifically, that the board of directors (or equivalent entity) of the applicant has approved, or, in the case of an applicant that will apply for assistance under 49 U.S.C. § 5307 that is serving an urbanized area with a population of 200,000 or more, the safety committee of the entity established under 49 U.S.C. § 5329(d)(5), followed by the board of directors (or equivalent entity) of the applicant has approved, the Public Transportation Agency Safety Plan or any updates thereto; and, for each recipient serving an urbanized area with a population of fewer than 200,000, that the Public Transportation Agency Safety Plan has been developed in cooperation with frontline employee representatives.

If the applicant is a State that drafts and certifies a Public Transportation Agency Safety Plan on behalf of a public transportation operator, the applicant certifies that:

(a) It has drafted and certified a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673 for each Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) in the State, unless the Small Public Transportation Provider provided notification to the State that it was opting out of the State-drafted plan and drafting its own Public Transportation Agency Safety Plan; and

(b) Each Small Public Transportation Provider within the State that opts to use a State-drafted Public Transportation Agency Safety Plan has a plan that has been approved by the provider's Accountable Executive (as that term is defined at 49 CFR § 673.5), Board of Directors or Equivalent Authority (as that term is defined at 49 CFR § 673.5), and, if the Small Public Transportation Provider serves an urbanized area with a population of 200,000 or more, the safety committee of the Small Public Transportation Provider established under 49 U.S.C. § 5329(d)(5).

CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.

If the applicant is a business association (regardless of for-profit, not for-profit, or tax exempt status), it must make this certification. Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. E.g., Consolidated Appropriations Act, 2023, Pub. L. 117-328, div. E, tit. VII, §§ 744–745. U.S. DOT Order 4200.6 defines a "corporation" as "any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association", and applies the restriction to all tiers of subawards. As prescribed by U.S. DOT

Appendix E

Order 4200.6, FTA requires each business association applicant to certify as to its tax and felony status.

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

(a) It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
(b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

CATEGORY 4. LOBBYING.

If the applicant will apply for a grant or cooperative agreement exceeding $100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding $150,000, it must make the following certification and, if applicable, make a disclosure regarding the applicant's lobbying activities. This certification is required by 49 CFR § 20.110 and app. A to that part.

This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 CFR Part 20.

4.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.

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

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and

contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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.

4.2. Statement for Loan Guarantees and Loan Insurance.

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

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement 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 statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

CATEGORY 5. PRIVATE SECTOR PROTECTIONS.

If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.

5.1. Charter Service Agreement.

To enforce the provisions of 49 U.S.C. § 5323(d), FTA's charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement. 49 CFR § 604.4.

The applicant agrees that it, and each of its subrecipients, and third party contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 CFR Part 604, the terms and conditions of which are incorporated herein by reference.

Appendix E

5.2. School Bus Agreement.

To enforce the provisions of 49 U.S.C. § 5323(f), FTA's school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services. 49 CFR § 605.15.

(a) If the applicant is not authorized by the FTA Administrator under 49 CFR § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:
   (1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.
   (2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).

(b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 CFR § 605.11, the applicant agrees as follows:
   (1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.
   (2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.
   (3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
   (4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

CATEGORY 6. TRANSIT ASSET MANAGEMENT PLAN.

If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a).

The applicant certifies that it is in compliance with 49 CFR Part 625.

Appendix E

CATEGORY 7. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.

7.1. Rolling Stock Buy America Reviews.

If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 CFR § 663.7.

The applicant certifies that it will conduct or cause to be conducted the pre-award and post-delivery audits prescribed by 49 CFR Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 CFR Part 663.

7.2. Bus Testing.

If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 CFR § 665.7.

The applicant certifies that the bus was tested at the Bus Testing Facility and that the bus received a passing test score as required by 49 CFR Part 665. The applicant has received or will receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

CATEGORY 8. URBANIZED AREA FORMULA GRANTS PROGRAM.

If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); "flex funds" from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act ("TIFIA") (23 U.S.C. §§ 601–609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).

The applicant certifies that it:

(a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;
(b) Has or will have satisfactory continuing control over the use of equipment and facilities;

Appendix E

(c) Will maintain equipment and facilities in accordance with the applicant's transit asset management plan;

(d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—

(1) Senior;

(2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and

(3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);

(e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. §§ 5323 (general provisions) and 5325 (contract requirements);

(f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);

(g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);

(h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);

(i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;

(j) Either—

(1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least 1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or

(2) Has decided that the expenditure for security projects is not necessary;

(k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and

(l) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).

Appendix E

CATEGORY 9. FORMULA GRANTS FOR RURAL AREAS.

If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5310(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).

(a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—
   (1) Provides a fair distribution of amounts in the State, including Indian reservations; and
   (2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and

(b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected intercity bus service providers, and the intercity bus service needs of the State are being met adequately.

(c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that—
   (1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and
   (2) It has determined that otherwise eligible local transit needs are being addressed.

CATEGORY 10. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS PILOT PROGRAM.

If the applicant will apply for an award under any subsection of the Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), including an award made pursuant to the FAST Act's Expedited Project Delivery for Capital Investment Grants Pilot Program (Pub. L. 114-94, div. A, title III, § 3005(b)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, div. A, title III, § 3005(b)(3)(B).

The applicant certifies that it:

Appendix E

(a) Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
(b) Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
(c) Will maintain equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and
(d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

CATEGORY 11. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.

If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants), subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants), subsection (b) (bus and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 9 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

Making this certification will incorporate by reference the applicable certifications in Category 8 or Category 9.

If the applicant will receive a competitive award under subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) related to zero emissions vehicles or related infrastructure, it must make the following certification. This certification is required by 49 U.S.C. § 5339(d).

The applicant will use 5 percent of grants related to zero emissions vehicles (as defined in subsection (c)(1)) or related infrastructure under subsection (b) or (c) to fund workforce development training as described in section 49 U.S.C. § 5314(b)(2) (including registered apprenticeships and other labor-management training programs) under the recipient's plan to address the impact of the transition to zero emission vehicles on the applicant's current workforce; or the applicant certifies a smaller percentage is necessary to carry out that plan.

Appendix E

CATEGORY 12. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.

If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 8, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 8 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.

In addition to the certification in Category 8, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).

The applicant certifies that:

(a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan;
(b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;
(c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and
(d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

CATEGORY 13. STATE OF GOOD REPAIR GRANTS.

If the applicant will apply for an award under FTA's State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, the asset management certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4). The certification with regard to acquiring restricted rail rolling stock is required by 49 U.S.C. § 5323(u)(4). Note that this certification is not limited to the use of Federal funds.

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant's most recent transit asset management plan and are identified in the investment and prioritization section of such plan, consistent with the requirements of 49 CFR Part 625.

Appendix E

If the applicant operates a rail fixed guideway service, the applicant certifies that, in the fiscal year for which an award is available to the applicant under the State of Good Repair Grants Program, 49 U.S.C. § 5337, the applicant will not award any contract or subcontract for the procurement of rail rolling stock for use in public transportation with a rail rolling stock manufacturer described in 49 U.S.C. § 5323(u)(1).

CATEGORY 14. INFRASTRUCTURE FINANCE PROGRAMS.

If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act ("TIFIA") Program (23 U.S.C. §§ 601–609) or the State Infrastructure Banks ("SIB") Program (23 U.S.C. § 610), it must make the certifications in Category 8 for the Urbanized Area Formula Grants Program, Category 10 for the Fixed Guideway Capital Investment Grants program, and Category 13 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).

Making this certification will incorporate the certifications in Categories 8, 10, and 13 by reference.

CATEGORY 15. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If the applicant will apply for an award under FTA's Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 CFR § 655.83.

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA's regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 CFR Part 655.

CATEGORY 16. RAIL SAFETY TRAINING AND OVERSIGHT.

If the applicant is a State with at least one rail fixed guideway system, or is a State Safety Oversight Agency, or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 CFR §§ 672.31 and 674.39.

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency for the State are:

(a) Compliant with the requirements of 49 CFR Part 672, "Public Transportation Safety Certification Training Program"; and
(b) Compliant with the requirements of 49 CFR Part 674, "Sate Safety Oversight".

Appendix E

CATEGORY 17. DEMAND RESPONSIVE SERVICE.

If the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 CFR Part 37, it must make the following certification. This certification is required by 49 CFR § 37.77.

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

(a) Response time;
(b) Fares;
(c) Geographic area of service;
(d) Hours and days of service;
(e) Restrictions or priorities based on trip purpose;
(f) Availability of information and reservation capability; and
(g) Any constraints on capacity or service availability.

CATEGORY 18. INTEREST AND FINANCING COSTS.

*If the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), "flex funds" from infrastructure programs administered by the Federal Highways Administration (*see *49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).*

The applicant certifies that:

(a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and
(b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.

Appendix E

CATEGORY 19. CYBERSECURITY CERTIFICATION FOR RAIL ROLLING STOCK AND OPERATIONS.

If the applicant operates a rail fixed guideway public transportation system, it must make this certification. This certification is required by 49 U.S.C. § 5323(v). For information about standards or practices that may apply to a rail fixed guideway public transportation system, visit https://www.nist.gov/cyberframework *and* https://www.cisa.gov/.

The applicant certifies that it has established a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks that complies with the requirements of 49 U.S.C. § 5323(v)(2).

CATEGORY 20. PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS FORMULA AND DISCRETIONARY PROGRAM (TRIBAL TRANSIT PROGRAMS).

Before FTA may provide Federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), the applicant must select the Certifications in Category 21, except as FTA determines otherwise in writing. Tribal Transit Program applicants may certify to this Category and Category 1 (Certifications and Assurances Required of Every Applicant) and need not make any other certification, to meet Tribal Transit Program certification requirements. If an applicant will apply for any program in addition to the Tribal Transit Program, additional certifications may be required.

FTA has established terms and conditions for Tribal Transit Program grants financed with Federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). The applicant certifies that:

(a) It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.

(b) It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.

(c) It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR Part 625. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.

(d) With respect to its procurement system:

(1) It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost

Appendix E

Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200, for Awards made on or after December 26, 2014,

(2) It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 CFR Part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or

(3) It will inform FTA promptly if its procurement system does not comply with either of those U.S. DOT regulations.

(e) It will comply with the Certifications, Assurances, and Agreements in:

(1) Category 05.1 and 05.2 (Charter Service Agreement and School Bus Agreement),

(2) Category 06 (Transit Asset Management Plan),

(3) Category 07.1 and 07.2 (Rolling Stock Buy America Reviews and Bus Testing),

(4) Category 09 (Formula Grants for Rural Areas),

(5) Category 15 (Alcohol and Controlled Substances Testing), and

(6) Category 17 (Demand Responsive Service).

CATEGORY 21. EMERGENCY RELIEF PROGRAM.

An applicant to the Public Transportation Emergency Relief Program, 49 U.S.C. § 5324, must make the following certification. The certification is required by 49 U.S.C. § 5324(f) and must be made before the applicant can receive a grant under the Emergency Relief program.

The applicant certifies that the applicant has insurance required under State law for all structures related to the emergency relief program grant application.

Appendix E

FEDERAL FISCAL YEAR 20XX CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant:_____

The Applicant certifies to the applicable provisions of all categories: (*check here*) _____.

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

Category		**Certification**
01	Certifications and Assurances Required of Every Applicant	_____
02	Public Transportation Agency Safety Plans	_____
03	Tax Liability and Felony Convictions	_____
04	Lobbying	_____
05	Private Sector Protections	_____
06	Transit Asset Management Plan	_____
07	Rolling Stock Buy America Reviews and Bus Testing	_____
08	Urbanized Area Formula Grants Program	_____
09	Formula Grants for Rural Areas	_____
10	Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	_____
11	Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	_____

Appendix E

12	Enhanced Mobility of Seniors and Individuals with Disabilities Programs	_____
13	State of Good Repair Grants	_____
14	Infrastructure Finance Programs	_____
15	Alcohol and Controlled Substances Testing	_____
16	Rail Safety Training and Oversight	_____
17	Demand Responsive Service	_____
18	Interest and Financing Costs	_____
19	Cybersecurity Certification for Rail Rolling Stock and Operations	_____
20	Tribal Transit Programs	_____
21	Emergency Relief Program	_____

CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

AFFIRMATION OF APPLICANT

Name of the Applicant: _____

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in the federal fiscal year, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

The Certifications and Assurances the Applicant selects apply to each Award for which it now seeks, or may later seek federal assistance to be awarded by FTA during the federal fiscal year.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq*., and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

Appendix E

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature_____ Date: _____

Name_____ Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): _____

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature_____ Date: _____

Name_____ Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

Mariposa County Local Transportation Commission

RESOLUTION OF THE MARIPOSA COUNTY LOCAL TRANSPORTATION COMMISSION AUTHORIZING THE EXECUTION OF THE MASTER FUND TRANSFER AGREEMENT (MFTA) FOR THE PERIOD OF

JANUARY 1, 2025, TO DECEMBER 31, 2034,

WHEREAS Mariposa County Local Transportation Commission has been designated by the State of California as the [MPO / RTPA] for Mariposa County and

WHEREAS, Mariposa County Local Transportation Commission receives federal and state funding administered by the California Department of Transportation, Office of Regional and Community Planning; and

WHEREAS, the California Department of Transportation, Office of Regional and Community Planning, which administers the funds detailed in the MFTA, requires the execution of a Master Fund Transfer Agreement authorized by a resolution from the governing board of a local or regional agency; and

WHEREAS, Mariposa County Local Transportation Commission is an eligible recipient of federal, state, and local funding; and

WHEREAS, the Executive Director is authorized to enter into contracts for grants awarded from federal, state, and local funding; and

WHEREAS, Mariposa County Local Transportation Commission intends to delegate the authority to execute any agreements and amendments to the Executive Director;

NOW, THEREFORE, BE IT RESOLVED THAT THE Mariposa County Local Transportation Commission HEREBY:

1. Authorizes the Executive Director or their designee to execute the Master Fund Transfer Agreement (MFTA) with the California Department of Transportation;
2. Agrees to comply with all conditions and requirements outlined in the MFTA, as well as applicable statutes, regulations, and guidelines for all state and federal funds administered by the California Department of Transportation, Office of Regional and Community Planning;
3. Authorizes the Executive Director or their designee to undertake any further actions necessary to implement the MFTA, including executing amendments and other documents requiring the signature of an official representative of Mariposa County Local Transportation Commission.

PASSED AND ADOPTED this 3rd day of December 2024.

_____ _____

Wayne Forsythe, Chairperson Shannon Hansen, Executive Director-MCLTC

Appendix A

MFTA#: 74A1637
AGENCY DUNS#: 623257027
AGENCY UEI#: PNG4LUYEKK53

OVERALL WORK PROGRAM AGREEMENT (OWPA)

Mariposa County Local Transportation Commission

FY: 24/25 **OWP Board Approval Date:** 12/3/2024 **Amendment #:** I

1. The undersigned signatory hereby commits to complete this Fiscal Year (FY) the Annual Overall Work Program (OWP), which has been approved by the Department of Transportation (Caltrans), Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) and is attached as part of this OWPA.

2. All of the obligations, duties, terms and conditions set forth in the Master Fund Transfer Agreements (MFTA)that was executed January 1, 2025 through December 31, 2034 with Caltrans are incorporated by reference as part of this OWPA for this FY.

3. Match amounts, sources, and eligibility for Regional Transportation Planning Funds listed below, must be in compliance with Federal, State, or contractually agreed upon requirements.

4. Subject to the availability of funds this FY OWPA funds encumbered by Caltrans include, but may not exceed, the following:

CFDA #	Funding Source	MIN Required Match %	CURRENT FY Allocated Programmed Amount	CARRYOVER Programmed Amount	Toll Credit Match	Local/In-Kind Match	TOTAL Estimated Expenditures
20.205	FHWA PL (Toll Credit)	11.47%					$0.00
20.205	FHWA PL (Local/In-kind Match)	11.47%					$0.00
20.205	FHWA PL (CS LM Waiver)	0.00%					$0.00
20.505	FTA 5303 (Toll Credit Match)	11.47%					$0.00
20.505	FTA 5303 (Local/In-kind Match)	11.47%					$0.00
20.505	FTA 5304	11.47%					$0.00
20.205	FHWA SPR	20.00%					$0.00
	RPA	0.00%	$158,000.00	$39,500.00			$197,500.00
	RPA Grants	0.00%					$0.00
	SHA Grants	11.47%					$0.00
	SB1 Formula	11.47%	$198,463.00			$25,713.00	$224,176.00
	SB1 Competitive	11.47%					$0.00
	SHA-Climate Adaptation	11.47%					$0.00
	Total Programmed Amount		**$356,463.00**	**$39,500.00**	**$0.00**	**$25,713.00**	**$421,676.00**

Agency Certification of Programmed Funds

The Agency certifies that programmed amounts are representative of eligible and approved activities. Any expenses in excess of available and programmed funds will be borne solely by the agency.

12/3/2024

Authorized Signature Date

Shannon Hansen, Executive Director - MCLTC

Printed Name and Title

District Approval of Programmed Funds

The District has reviewed and approves the OWP as submitted. Programmed amounts are representative of eligible and approved activities and is consistent with all obligations as approved in

Authorized Signature Date

Printed Name and Title

(HQ Department of Transportation Use Only)

The total amount of **FEDERAL** funds encumbered by this document are: **$** _____

Fund Title: _____ Item: _____ Chapter Statute: _____ Fiscal Year: _____

The total amount of **STATE** funds encumbered by this document are: **$** _____

Fund Title: _____ Item: _____ Chapter Statute: _____ Fiscal Year: _____

Encumbrance Details:

Fed/State	CT	Acct Line #	Project ID	Phase/Fund	Amount $

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and expenditure purpose stated above.

Signature of Department of Transportation Resources/Accounting Officer Date

CFDA for Federal Funds *20.505 Metropolitan Transportation Planning and State and Non-Metropolitan Planning and Research/**20.205 Highway Planning and Construction

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-504

MEETING: December 3, 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 I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: December 3, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Receive the List of Recent Budget Actions Approved by the County Administrative Officer (CAO) and County Auditor in September and October 2024 Pursuant to California Government Code Sections 29125 and 29130 and the County Budget Control and Fiscal Management Policy

---

RECOMMENDATION AND JUSTIFICATION

Receive the List of Recent Budget Actions Approved by the County Administrative Officer (CAO) and County Auditor in September and October 2024 Pursuant to California Government Code Sections 29125 and 29130 and the County Budget Control and Fiscal Management Policy.

The CAO, with the concurrence of the County Auditor, has processed requests for various shifts within departments' budgeted funds in September and October of 2024. This item is to inform the Board of the recent Budget Actions as required by the County Budget Control and Fiscal Management Policy.

BACKGROUND AND HISTORY OF BOARD ACTIONS

California Government Code Sections 29125 and 29130 regulate amendments to adopted county budgets. Within the guidance of those sections, the County Budget Control and Fiscal Management Policy authorizes the CAO to transfer up to $50,000 between objects or categories within the same budget with the concurrence of the County Auditor.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

This item is for Board information only.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **BAF log CAO-Auditor-signed Sep-Oct 2024**
2. **102_BAF_Spring_Hill_purchase_closing_costs.xlsx - Copy**
3. **220 Jail_Water_Heater**
4. **216 Side_By_Side_OHV**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

Budget Action Form Log - DocuSigned September and October 2024 - CAO/Auditor

Item	File Name	Fund	Dept	Account	FY	Description on BAF	Increase	Decrease	Initiator	Complete	Copy in BAF Folder
	SEPTEMBER										
1	102_BAF_Spring_Hill_purchase_closing_costs	3450	102	60201	25	Miscellaneous expense		2,675	L. Mattos	9/19/2024	✓
		3450	102	70111		Community and Office Buildings	2,675				
	OCTOBER										
2	220_Jail_Water_Heater	1001	220	60132	25	Maint. Equipment		29,825	K. Mitchell	10/28/2024	✓
		1001	220	70112		General Equipment	29,825				
3	216_Side_By_Side_OHV	3439	216	60103	25	Safety Equpment		38,400	K. Mitchell	10/28/2024	✓
		3439	216-	70211		General Equipment	38,400				
							29,825	29,825			

Docusign Envelope ID: BF3F6429-53D4-47E2-8364-F9E977F52D5D

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
3450	102	60201	Miscellaneous expense			2,675
3450	102	70111	Community and Office Buildings		2,675	
				TOTALS	2,675	2,675

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

(X) 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.

( ) 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: 2025

DEPARTMENT HEAD SIGNATURE DocuSigned by: Joe Lynch 9C760F0DDEF94BE... DATE 9/18/2024 | 2:51 PM PDT

AUDITOR SIGNATURE DocuSigned by: Luis M. Miranda F25C508CC0A8412... DATE 9/18/2024 | 3:52 PM PDT

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DocuSigned by: Joe Lynch 9C760F0DDEF94BE... DATE 9/18/2024 | 2:51 PM PDT

APPROVED BY RES NO. CLERK DATE

DEPARTMENT Initial LS

AUDITOR'S USE ONLY
BA #

Budget Action Form Revised 07/01/2024

Docusign Envelope ID: 93D2C331-9023-4DE9-9EAD-F5A106332944

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
1001	0220	60132	Maint. Equipment			29,825
1001	0220	70112	General Equipment		29,825	
				TOTALS	29,825	29,825

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

(X) 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.

( ) 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 - 2025

DEPARTMENT HEAD SIGNATURE DocuSigned by: AB0B292EDEC448F... DATE 10/23/2024 | 2:19 PM PDT

AUDITOR SIGNATURE DocuSigned by: Rina M. Miranda F25C566CC0A8412... DATE 10/28/2024 | 1:59 PM PDT

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DocuSigned by: Joe Lynch 9C760F0DDEF94BE... DATE 10/28/2024 | 3:35 PM PDT

APPROVED BY RES NO. CLERK DATE

DEPARTMENT Initial LS DS LW

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 07/2023

Docusign Envelope ID: 93D2C331-9023-4DE9-9EAD-F5A106332944

KEEP YOUR WATER FLOWING WITH
ORIN GOOD PLUMBING

INVOICE	#778
SERVICE DATE	Sep 25, 2024
INVOICE DATE	Oct 02, 2024
PAYMENT TERMS	Net 30
DUE DATE	Nov 01, 2024
AMOUNT DUE	**$29,824.02**

Mariposa County Adult Detention Facility
5379 Hwy 49 N
Mariposa, CA 95338

(209) 347-9629
jday@mariposacounty.org

CONTACT US

4796 Mark Lee Road
Mariposa, CA 95338

(209) 489-0530
oringood@yahoo.com

INVOICE

Services	qty	unit price	amount
Emergency Service Call Fee (on 09/24/2024) (Includes Labor) -Replaced nipple and refitted water heater recirculation line -Mother board malfunction diagnosed *Recommended new water heaters to be installed to remedy the situation and to prevent further problems in the future.	1.0	$250.00	$250.00
Service Call To Replace Commercial Water Heaters (on 09/25/2024) (Includes Hourly Labor and Disposal of Water Heater/Crates) *4 Workers Were Needed to Complete Job -Drained & replaced commercial style water heaters outside of building -Rerouted & repaired multiple sized water lines -Tested and ensured proper operation (no leaks present after repair)	1.0	$0.00	$0.00
Fee - Labor Fee (Multiple Workers) Hourly Rate (2 Workers)	6.0	$150.00	$900.00
Fee - Labor Fee (Multiple Workers) Hourly Rate (2 Workers)	9.5	$260.00	$2,470.00
Invoice Itemization Fee	1.0	$115.00	$115.00
Materials	**qty**	**unit price**	**amount**
COMMERCIAL WATER HEATER - B/W 100GAL LP MAGNUM COMM HTR Includes Disposal Fee ($60.00 per Water Heater)	2.0	$12,396.24	$24,792.48
UNION - 1-1/2"F X 1-1/2"C DIELECTRIC UN IMPORT	4.0	$31.73	$126.92
1-1/2" GALVANIZED - 1-1/2" GALV CAP	4.0	$5.23	$20.92
FLEX LINES - 5/8" X 18" S/S GAS FLEX LINE	1.0	$37.07	$37.07

3/4" BRASS - 3/4" X 4" BRASS NIPPLE	2.0	$11.73	$23.46
3/4" BRASS - 3/4" BRASS TEE	3.0	$12.22	$36.66
3/4" BRASS - 3/4" GAS VALVE	1.0	$9.98	$9.98
3/4" BRASS - 3/4" MIP HOSE BIBB	2.0	$27.37	$54.74
1-1/2" COPPER - 1-1/2" COP 45 EL	3.0	$26.08	$78.24
3/4" COPPER - 3/4" COP MPT ADAPT	2.0	$5.81	$11.62
3/4" COPPER - 3/4" COP 45 EL	4.0	$5.98	$23.92
1" COPPER - 1" X 3/4" X 3/4" COP RED TEE	1.0	$21.04	$21.04
1" COPPER - 1" COP 90 EL	2.0	$8.87	$17.74
1-1/2" COPPER - 1-1/2" (BLU) HARD COP PER FOOT	10.0	$18.73	$187.30
1-1/2" COPPER - 1-1/2" COP COUP	5.0	$14.09	$70.45
CONSUMABLES - EVERFLUX WATER SOL FLUX	1.0	$26.16	$26.16
CONSUMABLES - MAPP PRO SKINNY CYLINDER	1.0	$22.73	$22.73
CONSUMABLES - MESH SAND CLOTH 21	1.0	$15.42	$15.42
CONSUMABLES - RAVEN 7MIL LG BLK DISPB GLOVE	1.0	$20.55	$20.55
3/4" BRASS - 3/4" BRASS UNION	2.0	$21.70	$43.40
3/4" BRASS - 3/4" X 2 BRASS NIPPLE	2.0	$6.72	$13.44
3/4" BRASS - 3/4" X 3 BRASS NIPPLE	2.0	$8.96	$17.92
3/4" BRASS - 3/4" X 6 BRASS NIPPLE	2.0	$17.12	$34.24
3/4" BRASS - 3/4" FIP LF FP BALL VALVE	2.0	$23.03	$46.06
1" BRASS - 1" X 3/4" BRASS BUSHING	2.0	$8.03	$16.06
3/4" COPPER - 3/4" COP COUPLING	2.0	$2.21	$4.42
3/4" COPPER - 3/4" COPPER TEE	2.0	$6.04	$12.08
3/4" COPPER - 3/4" COP MPT ADAPT	4.0	$5.81	$23.24
1" COPPER - 1" X 3/4" COP RED COUPLING	3.0	$10.29	$30.87
1" COPPER - 1" COP MPT ADAPT	3.0	$18.67	$56.01
3/4" COPPER - 3/4" COP 90 EL	5.0	$3.27	$16.35
3/4" COPPER - 3/4" COP 45 EL	7.0	$5.97	$41.79
1-1/2" COPPER - 1-1/2" COP 90 EL	2.0	$29.37	$58.74
3/4" COPPER - 3/4" COPPER PIPE TYPE L PER FOOT	10.0	$7.70	$77.00

Subtotal	$29,824.02
Total Tax	$0.00
CA sales Tax (7.25%)	$0.00
Job Total	**$29,824.02**
Amount Due	**$29,824.02**

Thank you for choosing Orin Good Plumbing! If you have any questions or concerns, please contact us at any time.

See our Terms & Conditions

DocuSign

Certificate Of Completion

Envelope Id: 93D2C33190234DE99EADF5A106332944
Status: Completed
Subject: Complete with Docusign: Jail Hot Water Heater.pdf
Source Envelope:
Document Pages: 4
Signatures: 3
Certificate Pages: 5
Initials: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Mariposa Clerk of the Board
5100 Bullion St FL 2
Mariposa, CA 95338
COBagreements@mariposacounty.org
IP Address: 64.118.100.36

Record Tracking

Status: Original
10/23/2024 1:18:05 PM
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COBagreements@mariposacounty.org
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Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: County of Mariposa
Location: DocuSign

Signer Events	Signature	Timestamp
Jeremy Briese jbriese@mariposacounty.org Sheriff Security Level: Email, Account Authentication (None)	DocuSigned by: AB0B292EDEC448F... Signature Adoption: Drawn on Device Using IP Address: 64.118.100.36 Signed using mobile	Sent: 10/23/2024 1:38:12 PM Viewed: 10/23/2024 2:19:09 PM Signed: 10/23/2024 2:19:34 PM
Electronic Record and Signature Disclosure: Accepted: 1/24/2023 12:07:55 PM ID: 54c3cfeb-ae7e-4881-8fda-316a53d90d00		
Luis M. Mercado lmercado@mariposacounty.org Security Level: Email, Account Authentication (None)	DocuSigned by: F25C566CC0A8412... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 10/23/2024 2:19:35 PM Viewed: 10/28/2024 12:05:56 PM Signed: 10/28/2024 1:59:11 PM
Electronic Record and Signature Disclosure: Accepted: 10/28/2024 1:58:37 PM ID: cbea5879-abc0-454e-a15e-dcc5d87ea216		
Joe Lynch jlynch@mariposacounty.org County Administrative Officer Mariposa Health and Human Services Security Level: Email, Account Authentication (None)	DocuSigned by: 9C760F0DDEF94BE... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 10/28/2024 1:59:13 PM Viewed: 10/28/2024 3:35:32 PM Signed: 10/28/2024 3:35:38 PM
Electronic Record and Signature Disclosure: Accepted: 12/28/2022 2:18:18 PM ID: f458d0c7-7cd7-4bd0-b6dd-352a5abd09b8		
Laura Skelton lskelton@mariposacounty.org Security Level: Email, Account Authentication (None)	Initial LS Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 10/28/2024 3:35:39 PM Viewed: 10/28/2024 3:36:53 PM Signed: 10/28/2024 3:37:04 PM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 10/28/2024 3:36:52 PM ID: ce360924-5f69-4341-b18f-57853febfe0f		
Leigh Westerlund lwesterlund@mariposacounty.org Assistant County Administrative Officer Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 10/28/2024 3:37:05 PM Viewed: 10/28/2024 3:50:50 PM Signed: 10/28/2024 3:53:01 PM

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Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/23/2024 1:38:12 PM
Certified Delivered	Security Checked	10/28/2024 3:50:50 PM
Signing Complete	Security Checked	10/28/2024 3:53:01 PM
Completed	Security Checked	10/28/2024 3:53:01 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Mariposa (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Mariposa:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: jbond@mariposacounty.org

To advise County of Mariposa of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jbond@mariposacounty.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Mariposa

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jbond@mariposacounty.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Mariposa

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to jbond@mariposacounty.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Mariposa as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Mariposa during the course of your relationship with County of Mariposa.

Docusign Envelope ID: 61882188-06EC-4A67-9527-3953560F429D

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
3439	0216	60103	Safety Equipment			38,400
3439	0216	70211	General Equipment		38,400	
				TOTALS	38,400	38,400

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

(X) 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.

( ) 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 - 2025

DEPARTMENT HEAD SIGNATURE DocuSigned by: DATE 10/23/2024 | 2:18 PM PDT

AUDITOR SIGNATURE DocuSigned by: Russ M. Miranda DATE 10/28/2024 | 1:58 PM PDT

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DocuSigned by: Joe Lynch DATE 10/28/2024 | 3:35 PM PDT

APPROVED BY RES NO. CLERK DATE

DEPARTMENT Initial LS DS LW

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 07/2023

Docusign Envelope ID: 61882188-06EC-4A67-9527-3953560F429D

Quote 159446-01

HOLT AG SOLUTIONS

Aug 15, 2024

MARIPOSA COUNTY SHERIFF DEPT
Account # MARIP01
5099 OLD HWY NORTH
MARIPOSA, California 95338
Attention: TIM RUMFELT
New Polaris Model: R25T6E99BD POLARIS with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: **P014255** SERIAL NUMBER: **4XAT6E997S8706999** YEAR: **2025** SMU: **1**

ADDITIONAL SPECIFICATIONS

Reference #	Description of Material and Equipment	Price	Reference #	Description of Material and Equipment	Price
R25T6E99BD	2025 RANGER CREW 1000 PREMIUM WHITE LIGHTNING	$19,999.00	2889693	6,000 LB WINCH	$979.99
FREIGHT	FREIGHT	$1,400.00	2889815-070	REAR POLY DOORS	$1,899.99
SET UP	SET UP	$1,060.00	INSTALL	INSTALL	$1,800.00
2883278	POLY WINDSHIELD	$479.99	2889425	TRACK MOUNTS	$569.99
2883773	REAR POLY WINDSHIELD	$399.99	2890034	TRACKS	$5,829.99
2890333	POLY CREW ROOF	$699.99	LOYALTY	HOLT LOYALTY REBATE	($1,750.00)
2889814-070	HALF FRONT DOORS	$1,799.99	2879969	REAR VIEW MIRROR	$0.00

WARRANTY INFORMATION

Sell Price	$35,168.92
TIRE TAX	$7.00
DMV DOC	$80.00
DMV LICENSE	$54.00
Net Balance Due	$35,309.92
MARIPOSA COUNTY (8.75%)	$3,089.62
After Tax Balance	$38,399.54

F.O.B/TERMS: HAS - POLARIS

This quote is good for (30) days. Any machine quoted outside of HOLT AG SOLUTIONS inventory is subject to revision All quotes are subject to credit approval and prior sale. Any quoted interest rates are subject to change without notice. Quote is void unless machine is delivered, and remains, within HOLT AG SOLUTIONS Dealership territory for two years or unless the machine has at least 1000 hours .
THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE ARE PART OF AND INCORPRORATED IN THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSIDERED ENFORCEABLE UNTIL ACCEPTED BY HOLT AG SOLUTIONS AND EXECUTED BY ITS OFFICE. ANY INDIVIDUAL SIGNING THIS AGREEMENT REPRESENTS AND WARRANTES THAT HE/SHE IS AT LEAST 18 YEARS OLD AND HAS THE AUTHORITY TO BIND CUSTOMER TO THE TERMS OF THE AGREEMENT.

Docusign Envelope ID: 61882188-06EC-4A67-9527-3953560F429D

Accepted by _____ Date, _____
(Please Print)

Signature _____

Sincerely,
Shelby Bettencourt
Territory Account Manager
Holt Powersports
sbettencourt@holtags.com
209-614-5163

Docusign Envelope ID: 61882188-06EC-4A67-9527-3953560F429D

BILL OF SALE

6334 N. Blackstone Ave. Fresno, CA 93710
(559)435-5020

Sales Associate: Ricardo De La Rosa
Deal Number: Date: 10/11/2024

Buyer Information:
MARIPOSA COUNTY SHERIFF'S DEPARTMENT
PO BOX 276
MARIPOSA CA 95338
Phone: H: 209-966-3615 W:

Co-Buyer Information:
H: W:

Customer P.O.# County:

Lienholder: "NONE"

Unit(s)

Stock #		Yr	Make	Model	Color	VIN	Engine #	Odom	Price
S8179	New	2025	POLARIS	RGR CREW XP 1000 PREMIUM	METALLIC GRANITE	4XARSE993S8764551	1209021005559	0	22,999.00

Trade In

Yr	Make	Model	VIN

BUYER ACKNOWLEDGEMENT:

[ ]I understand that unless I am charged for insurance, NONE is provided by the seller.

[ ]Seller recommends that the BUYER or OPERATOR review the Manufacturer's Recommendations in the owner's manual prior to any vehicle or equipment operation. I understand that pre-operation checks and inspections as recommended are my responsibility, as is the use of safety equipment.

[ ]I understand that the manufacturer's warranty does NOT cover regular maintenance costs including the first service unless stated otherwise in writing.

[ ]USED VEHICLES and equipment are sold "AS IS" with NO WARRANTY expressed or implied unless stated in writing.

SERVICE CONTRACT

Company: Term: 0

Buyer(s) X_____ X_____

The terms/conditions of this aggreement comprise the entire agreement pertaining to this purchase and no other agreement of any kind, verbal understanding, or promise whatsoever will be recognized. Buyer certifies that he/she is 18 years of age or older.

ITEMIZATION OF SALE

Base Price	**22,999.00**
Freight	1,270.00
Handling	1,698.00
Accessories	14,374.90
Documentation Fee	85.00
Sales Tax	3,537.35
Service Contract	0.00
GAP	0.00
Battery For Life	0.00
Tire & Wheel	0.00
Paint Protection	0.00
PPM	0.00
Theft	0.00
SUB TOTAL	**43,964.25**
DMV Electronic Filing	33.00
License Fees	54.00
California Tire Fee	7.00
Delivery Fee	0.00
GRAND TOTAL	**44,058.25**
Trade Allowance	0.00
Less Payoff	0.00
Net Trade in	0.00
Deferred Payment	0.00
Due	
Manufacturers Rebate	0.00
Previous Deposits	0.00
Remaining Downpayment due	0.00
TOTAL DOWN PAYMENT	**0.00**
BALANCE DUE ON DELIVERY	**44,058.25**

THERE IS NO COOLING OFF PERIOD. -California law does not provide for a "cooling off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this sale simply because you change your mind, decide the vehicle cost too much, or wish you had acquired a different vehicle. After you sign below, you may only cancel this sale with the agreement of the seller or for legal cause, such as fraud.

BUYER:_____ CO-BUYER:_____

CLAWSON MOTORSPORTS by_____Manager
Name

Docusign Envelope ID: 61882188-06EC-4A67-9527-3953560F429D

California Custom Merced

Bill of Sale

Deal # 10524

487 S Hwy 59
Merced, CA 95341
(866) 940-1881

Sales Person: Vannessa Villapudua

Date: 09/25/2024

Buyer: MARIPOSA COUNTY SHERIFF DEPT
5099 OLD HWY N, Mariposa, CA
(Mariposa) 95338 -
JBAKER@MARIPOSACOUNTY.ORG
(P) 209-966-3615

Stock#	Unit	VIN	Mi/Hrs	Price
	New 2025 Polaris Ranger Crew 1000 Premium (White Lightning)		**0**	**$19,999.00**
			Total Unit(s) Price:	**$19,999.00**

Requested Parts & Accessories:

Part #	Part Description	Qty	Total Sale Amount
2890333	K-ACCY,ROOF,SPORT,CREW,UPDT(2)	1.000	$699.99
2883278	K-ACCY,WNDSHLD,PLY GP,ZS	1.000	$479.99
2883773	K-ACCY,PANEL,RR POLY,ZS	1.000	$399.99
2889814-070	K-ACCY,DOOR,HALF,FS,BLK	1.000	$1,799.99
2889815-070	K-ACCY,DOOR,HALF,RR,FS,BLK	1.000	$1,899.99
2889220	K-MIRROR,RRVW,CAB	1.000	$99.99
2889693	K-WINCH,6K PRO,NF&H,RGZ	1.000	$979.99
2889425	K-MNT,TRACK,STD,RGR,FS	1.000	$569.99
2890034	K-ACCY,TRACKS,FS,18/17	1.000	$5,829.99
MISC	LABOR	1.000	$1,800.00
			$14,559.91

F&I:

Description	Stock #	Term	Total Sale Amount

Invoice Summary

Total Unit(s) Price:	**$19,999.00**
Total Freight:	**$1,695.00**
Total Set-Up:	**$650.00**
Total Other:	**$0.00**
Total F&I:	**$2,500.00**
Total Parts:	**$14,559.91**
Total Service:	**$0.00**
Sales Tax:	**$3,090.93**
Doc Fees:	**$85.00**
Other Fees:	**$94.00**

Docusign Envelope ID: 61882188-06EC-4A67-9527-3953560F429D

Docusign Envelope ID: 61882188-06EC-4A67-9527-3953560F429D

	$2,500.00

Trade-In Allowance:	**$0.00**
Trade□In Payoff:	**$0.00**
Trade□In Value:	**$0.00**
Cash Back:	**$0.00**
Payments:	**$0.00**
Balance Due:	**$42,673.84**

All deposits are refundable for the Polaris Ranger EV and Landsmaster AMP processed through the San Joaquin Valley Air District and non-refundable for all other special order transactions. Thank you for choosing California Custom. This is a purchase agreement. By signing below, you agree to purchase the products above at the listed price. A 2.5% processing fee will be added to credit card transactions. All deposits are non-refundable. There is no cooling-off period unless you obtain a contract cancellation option. Reference CVC Section 11709.2. In the event a dispute shall arise between the parties to this contract, lease, etc., it is hereby agreed that the dispute shall be referred to United States Arbitration & Mediation for arbitration in accordance with United States Arbitration & Mediation Rules of Arbitration. The arbitrator's decision shall be final and binding and judgment may be entered thereon. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with arbitrator's award, the other party is entitled of costs of suit including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award. Thank You for your business!

X_____ X_____ X_____

Buyer Signature | Co-Buyer Signature | Dealer Signature

Docusign Envelope ID: 61882188-06EC-4A67-9527-3953560F429D

Docusign Envelope ID: 61882188-06EC-4A67-9527-3953560F429D

DocuSign

Certificate Of Completion

Envelope Id: 6188218806EC4A6795273953560F429D
Status: Completed
Subject: Complete with Docusign: Mariposa County Budget Action Side By Side OHV.pdf
Source Envelope:
Document Pages: 9
Signatures: 3
Certificate Pages: 5
Initials: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

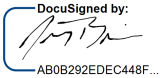
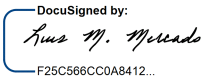
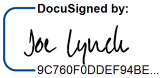
Envelope Originator:
Mariposa Clerk of the Board
5100 Bullion St FL 2
Mariposa, CA 95338
COBagreements@mariposacounty.org
IP Address: 64.118.100.36

Record Tracking

Status: Original
10/23/2024 2:13:11 PM
Holder: Mariposa Clerk of the Board
COBagreements@mariposacounty.org
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: County of Mariposa
Location: DocuSign

Signer Events	Signature	Timestamp
Jeremy Briese jbriese@mariposacounty.org Sheriff Security Level: Email, Account Authentication (None)	DocuSigned by:  AB0B292EDEC448F... Signature Adoption: Drawn on Device Using IP Address: 64.118.100.36 Signed using mobile	Sent: 10/23/2024 2:16:14 PM Viewed: 10/23/2024 2:17:52 PM Signed: 10/23/2024 2:18:12 PM
Electronic Record and Signature Disclosure: Accepted: 1/24/2023 12:07:55 PM ID: 54c3cfeb-ae7e-4881-8fda-316a53d90d00		
Luis M. Mercado lmercado@mariposacounty.org Security Level: Email, Account Authentication (None)	DocuSigned by:  F25C566CC0A8412... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 10/23/2024 2:18:13 PM Viewed: 10/28/2024 12:02:00 PM Signed: 10/28/2024 1:58:05 PM
Electronic Record and Signature Disclosure: Accepted: 10/28/2024 1:57:55 PM ID: e044312d-a55a-481b-9d06-138b86eee692		
Joe Lynch jlynch@mariposacounty.org County Administrative Officer Mariposa Health and Human Services Security Level: Email, Account Authentication (None)	DocuSigned by:  9C760F0DDEF94BE... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 10/28/2024 1:58:07 PM Viewed: 10/28/2024 3:34:54 PM Signed: 10/28/2024 3:35:03 PM
Electronic Record and Signature Disclosure: Accepted: 12/28/2022 2:18:18 PM ID: f458d0c7-7cd7-4bd0-b6dd-352a5abd09b8		
Laura Skelton lskelton@mariposacounty.org Security Level: Email, Account Authentication (None)	Initial  Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 10/28/2024 3:35:05 PM Viewed: 10/28/2024 3:35:59 PM Signed: 10/28/2024 3:36:25 PM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 10/28/2024 3:35:59 PM ID: 82b1792a-eecb-42fd-8a95-a2c6772e5081		
Leigh Westerlund lwesterlund@mariposacounty.org Assistant County Administrative Officer Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 10/28/2024 3:36:26 PM Viewed: 10/28/2024 3:53:18 PM Signed: 10/28/2024 3:54:31 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/23/2024 2:16:14 PM
Certified Delivered	Security Checked	10/28/2024 3:53:18 PM
Signing Complete	Security Checked	10/28/2024 3:54:31 PM
Completed	Security Checked	10/28/2024 3:54:31 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Mariposa (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Mariposa:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: jbond@mariposacounty.org

To advise County of Mariposa of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jbond@mariposacounty.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Mariposa

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jbond@mariposacounty.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Mariposa

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to jbond@mariposacounty.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Mariposa as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Mariposa during the course of your relationship with County of Mariposa.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-505

MEETING: December 3, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve a One-Year Agreement with the Mariposa County Chamber of Commerce in the Amount of $210,461 for Operation of the Mariposa Visitor Center; and Authorize the Board of Supervisors Chair to Sign the Agreement

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RECOMMENDATION AND JUSTIFICATION

Approve a One-Year Agreement with the Mariposa County Chamber of Commerce in the Amount of $210,461 for Operation of the Mariposa Visitor Center; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The Mariposa Visitor Center is a valuable community asset, a key component of the visitor experience for many travelers, and one way the County strives to contribute to the success of local businesses. The Chamber of Commerce has satisfactorily operated the Mariposa Visitor Center in its most recent multi-year agreement with the County and in shorter-term agreements in past years. Staff recommends approving this one-year agreement for the Chamber of Commerce to provide visitor services and track performance outcomes.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On April 6, 2021, the Board of Supervisors adopted Resolution 2021-174 approving a 39-month contract not to exceed $756,000 with the Mariposa County Chamber of Commerce, the successful bidder in a Request for Proposals (RFP) for operation of the Mariposa Visitor Center.

On December 1, 2020, the Board adopted Resolution 2020-704 authorizing a Request for Proposals for the Mariposa Visitor Center.

From 2011 through 2020, the County adopted various Resolutions approving one-year or two-year Agreements with the Mariposa County Chamber of Commerce for operation of the Visitor Center.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the Agreement. The Mariposa County Chamber of Commerce will be unable to receive County funds for the operation of the Visitor Center and visitor services may be in jeopardy.

FINANCIAL IMPACT

Funding for the Agreement is budgeted in FY25 Community Contributions. As with other eligible community partner Agreements, the dollar amount is 10% less than the previous year's authorized

amount to assist in balancing this fiscal year's County budget. However, an increase in the Community Contributions account will be made during mid-year balancing adjustments to reflect a $20,298 cost calculation correction.

ATTACHMENTS

1. MCCOC FY25 Visitor Center Agmt v11-14-2024

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

AGREEMENT FOR VISITOR CENTER SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 3rd day of December, 2024, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and The Mariposa County Chamber of Commerce, hereinafter referred to as "Contractor," pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2024 and terminate on June 30, 2025 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform visitor center services as described in Exhibit A, "Scope of Work," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed two hundred ten thousand four hundred sixty-one dollars ($210,461) as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

4. INSURANCE

Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, or employees.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

(2) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.

(3) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease.

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

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

B. OTHER INSURANCE PROVISIONS

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

(1) Additional Insured Status: County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 forms if a later edition is used).

(2) Primary Coverage: For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance with respect to Contractor's negligent performance of the services as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with at least thirty (30) calendar days' notice to County.

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

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County. County may require Contractor to

purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(6) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to County.

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall release, hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, from and against any and all claims, losses, damages, lawsuits, liabilities and expenses, including but not limited to reasonable attorneys' fees, including but not limited to those attributable to bodily injury, sickness, disease, death or injury to or destruction of property, including the loss therefrom, which arises out of or is in any way connected with the performance of this Agreement (collectively "Liabilities") to the extent caused by Contractor or its officers, agents or employees, except where such Liabilities are caused by the sole negligence or willful misconduct of County.

6. INDEPENDENT CONTRACTOR

It is the expressed 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.

7. 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 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.

8. 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.

9. AUDITS AND INSPECTIONS

Contractor shall at any time during business hours, and as often as County may deem necessary, make available to County for examination all of its records and data with respect to the matters covered by this Agreement. Contractor shall, upon the request of County, permit County to audit and inspect all of such records and data necessary to ensure Contractor's compliance with the terms of this Agreement. If compensation to be paid by County under this Agreement exceeds Ten Thousand Dollars ($10,000), Contractor shall be subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three (3) years after final payment under this Agreement. This section survives the termination of this Agreement.

10. ASSIGNMENT

It is understood and agreed that this Agreement contemplates personal performance by 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 Contractor under this Agreement will be permitted only with the express written consent of County.

11. NOTICE

Any and all notices, reports or other communications to be given to County or Contractor shall be given to the persons representing the respective parties at the following addresses:

CONTRACTOR:
Chairman of the Board of Directors
Mariposa County Chamber of Commerce
PO Box 425
Mariposa, CA 95338

COUNTY:
County Administrative Officer
County of Mariposa
PO Box 784
Mariposa, CA 95338

12. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinances and regulations applicable to Contractor's performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

13. PUBLIC RECORDS ACT

Contractor is aware that this Agreement and any documents provided to County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

14. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

15. ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

16. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination as set forth in Exhibit B.

B. Either party may terminate this Agreement for convenience upon [INSERT TIMEFRAME] calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit B.

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice.

For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

17. NO WAIVER

The failure to exercise any right to enforce any remedy contained in this Agreement shall not operate as to be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any other right or remedy herein contained.

18. DISPUTES

Should it become necessary for a party to this Agreement to bring an action in connection with this Agreement, the prevailing party in any such action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Mariposa, State of California.

19. CAPTIONS

The captions of this Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

20. NUMBER AND GENDER

In this Agreement, the neutral gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

21. MANDATORY AND PERMISSIVE

"Shall" is mandatory. "May" is permissive.

22. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to

1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

24. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

25. CONTROLLING LAW

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

26. AUTHORITY

Each party and each party's signatory warrant and represent that each has full authority and capacity to enter into this Agreement in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to this Agreement shall comply with all requirements of law, including capacity and authority to amend or modify this Agreement.

27. NEGOTIATED AGREEMENT

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

28. NO RELIANCE ON REPRESENTATIONS

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other party.

29. WARRANTY

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all work shall be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

30. FUNDING AVAILABILITY

It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal year covered under this Agreement does not appropriate sufficient funds for this Agreement, this Agreement shall terminate and be of no further force and effect upon the day notice is provided by County to Contractor of such event. Upon termination of this Agreement, County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement except for services rendered prior to such termination and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

If funding for any fiscal year is reduced or deleted by the County budget for purposes of this Agreement, the County shall have the option to either cancel this Agreement with no liability occurring to the County, except County must reimburse Contractor for services rendered prior to such reduction or modification of the County budget, or offer an amendment to this Agreement to Contractor to reflect the reduced amount.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Miles Menetrey, Chair Board of Supervisors	Steve Aitchison, Chairman Chamber Board of Directors
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

Exhibit A – SCOPE OF WORK

Contractor will deliver the following services:

A. Provide a location for the visitor's center at 5158 Highway 140 in Mariposa. Contractor is responsible for all aspects of facility operations including rent, insurance, maintenance, groundskeeping, signage, security, utilities (water, sewer, gas, electrical, telephone and internet services), janitorial and operating supplies. The facility shall be kept in a clean and sanitary condition at all times and comply with all state and local guidance related to the novel coronavirus pandemic or other conditions that may exist during the term of Agreement.

B. Promote Mariposa County community and visitor events, attractions, businesses and amenities consistent with the County's stated values and brand message. Use of Yosemite/Mariposa County Tourism Bureau branding is also encouraged. Provide accurate information to visitors and residents in a friendly and enthusiastic manner. Encourage patronizing local establishments, extending visits and repeat visitation through education, invitation and quality customer service. Promotions shall focus on visitor interest and fairly represent the entire county without bias to any geographical area, industry, organization, association or business.

C. The visitor center shall be open every day from 8:00 AM to 7:00 PM in the months of May through October and from 8:00 AM to 5:00 PM in the months of November through April. When the visitor center is closed, Contractor will make basic information, maps and brochures available to the public.

D. Recruit, select, supervise and appropriately recognize the efforts of any staff and/or volunteers necessary to operate the Visitors Center. Continuing to partner with Yosemite National Park to have a uniformed ranger assist with Park-related inquiries and advance purchase of park passes is strongly encouraged.

E. Provide community support through interaction with visitors and residents, including:
    a. Displaying and distributing brochures, maps, and other visitor information. Encourage availability of information, including town maps and visitor guides, in local lodging and other establishments. Information should include, but is not limited to, options related to transportation, dining, shopping, lodging, attractions, events, amenities and services available in Mariposa County.
    b. Greet each visitor to the visitor's center within fifteen (15) seconds and provide timely service and responses to their inquiries. Provide computer terminals for access to directories and self-service information including Yosemite.com and lodging.
    c. Initiate and support programs that increase visitor spending with Mariposa County businesses including, but not limited to, awareness of discounts and special offers and direct booking of lodging.

F. Develop or maintain partnerships with community groups including, but not limited to: Yosemite National Park, Yosemite/Mariposa County Tourism Bureau, and other local associations of businesses, lodging partners, museums, events, and so on.

G. Collaborate with Yosemite/Mariposa County Tourism Bureau to provide toll-free phone numbers and information services for visitors.

H. Coordinate an inclusive online calendar of community and cultural events. Proactively solicit content and ensure the calendar is current and accurate.

I. Evaluate possible means for revenue generation including fees for service, grants, fundraising and so on. Seek and evaluate further opportunities to add value to the services provided at the visitor's center. Present options to the County as they become available. Implementing revenue generating services is subject to approval of the county administrative officer after discussion with board liaisons for the visitor center.

J. Continue to implement and collect existing Key Performance Indicators (KPI) to help track daily performance outcomes, including:

- number of visitors
- number and value of direct lodging bookings
- overall phone calls received
- comparison of current KPI to previous years

Collect additional data as requested by the County and/or as needed for visitor center purposes. Report KPI to the County on a monthly basis.

County recognizes that the ability to forecast visitor traffic would be a valuable service to local businesses. To the extent such forecasts can be developed in partnership with Yosemite National Park and others, KPI data will be made available for analysis and inclusion as needed.

K. Segregate funds provided by the County and provide an annual, auditor-reviewed report on the use of these funds.

L. Evaluate the requirements to establish the visitor center as an official California Welcome Center. Make a recommendation to the County on whether to pursue this designation and, if the recommendation is in favor, what actions are needed to qualify.

Exhibit B - COST PROPOSAL	
Mariposa County Visitor Center Operating Expenses	
Category	Estimated FY25 Cost
Salary VC Manager	54,982
Staff FT	49,356
Staff PT	34,165
Salary Janitorial Service	10,450
Payroll Taxes	10,952
Bookkeeper services	5,984
Tax preparation service	630
Rent	16,394
PG&E	7,793
Sierra Telephone	3,371
VC Liability Insurance	7,560
Software (various)	4,396
Bank & Card fees	1,728
General Supplies	2,700
Total Expenses	$210,461
Avg. OpEx/mo	$17,538

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-506

MEETING:	December 3, 2024
TO:	The Board of Supervisors
FROM:	Miles Menetrey, District V Supervisor
RE:	Ratify a Letter of Support for the Passage of Senate Bill (SB) 2581, the Secure Rural Schools Reauthorization Act of 2023 (Supervisor Smallcombe)

RECOMMENDATION AND JUSTIFICATION

Ratify a Letter of Support for the Passage of Senate Bill (SB) 2581, the Secure Rural Schools Reauthorization Act of 2023 (Supervisor Smallcombe).

This letter would reauthorize the Secure Rule Schools (SRS) program, extending it through 2026 and ensuring that local governments in forested counties continue to have a crucial reliable funding stream. The SRS program provides critical funding to finance numerous critical services, including infrastructure, conservation projects, search and rescue missions, fire prevention programs and education services. In Mariposa County, we rely on SRS funds to purchase lifesaving equipment for the Mariposa County Search and Rescue Team and to contribute to our Community Wildfire Protection Plan. Ensuring these funds continue to be distributed to federal forest counties will allow counties to fund essential government services fully - those mandated by federal and state laws - such as education, emergency services, transportation infrastructure and law enforcement.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has routinely ratified letters of support for issues that they believe will benefit the citizens of Mariposa County.

If Congress fails to renew its long-standing federal obligation to forest counties and the lands managed by the federal government by not reauthorizing the SRS program, over 700 counties across the United States would face dramatic budgetary shortfalls. Authorization for SRS last lapsed in fiscal year 2016 and, as a result, federal forest payments to counties decreased by over 80 percent.

SRS was last reauthorized on February 15, 2021, for fiscal years 2021 through 2023. In April 2023, the U.S. Forest Service and Bureau of Land Management distributed $270 million to over 700 counties, parishes and boroughs. In April 2024, the U.S. Forest Service announced $232 million in SRS funds to be distributed to counties.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the letter. Individual Board members may write their own letters of support for the grant application which may not carry the weight of a letter from the entire Board.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Letter of Support - SRS Reauthorization Act of 2023

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

Docusign Envelope ID: 6CBDFA22-7228-4D26-A788-680690522198

Mariposa County
Board of Supervisors

District 1 ... ROSEMARIE SMALLCOMBE
District 2 ..... SHANNON POE
District 3 ..... DANETTE TOSO
District 4 ..... WAYNE FORSYTHE
District 5 ..... MILES MENETREY

JOE LYNCH
County Administrative Officer

DANIELLE BONDSHU
Clerk of the Board

P. O. Box 784
Mariposa, CA 95338
(209) 966-3222
(800) 736-1252
www.mariposacounty.org/board

November 19th, 2024

The Honorable Tom McClintock
U.S. House of Representatives
2256 Rayburn House Office Building
Washinton, DC 20515

Dear Congressmen Tom McClintock,

On behalf of the 16,919 residents in Mariposa County and the National Association of Counties (NACo), we urge the passage of S.2581, the Secure Rural Schools Reauthorization Act of 2023. S.2581 which would reauthorize the Secure Rural Schools (SRS) program, extending it through 2026 and ensuring that local governments in forested counties continue to have a crucial reliable funding stream.

The SRS program provides critical funding to national forest counties to finance numerous critical services, including infrastructure, conservation projects, search and rescue missions, fire prevention programs and education services. In Mariposa County, we rely on SRS funds to purchase lifesaving equipment for Mariposa County Search and Rescue Team and to contribute to our Community Wildfire Protection Plan. If Congress fails to renew its long-standing federal obligation to forest counties and the lands managed by the federal government by not reauthorizing the SRS program, over 700 counties across the United States would face dramatic budgetary shortfalls. Authorization for SRS last lapsed in FY 2016 and as a result federal forest payments to counties decreased by over 80 percent.

Historically, rural counties have relied on a share of receipts from local timber harvests to supplement local funding for education services and roads. During the 1980s, national policies substantially diminished the revenue-generating activity permitted on these forests. The resulting steep decline in timber sales decreased the revenues that rural counties and school districts received from forest management activities. In response to this decline, SRS was first enacted in 2000 to stabilize payments to counties and compensate for lost revenues.

SRS was last reauthorized on February 15, 2021, for FYs 2021 through 2023. In April 2023, the U.S. Forest Service and Bureau of Land Management distributed $270 million to over 700 counties, parishes and boroughs. In April 2024, the U.S. Forest Service announced $232 million in SRS funds to be distributed to counties. Ensuring these funds continue to be distributed to federal forest counties will allow counties to fund essential government services fully – those mandated by federal and state laws – such as education, emergency services, transportation infrastructure and law enforcement.

Thank you for your continued service to Mariposa County and our residents. We thank you for your partnership and respectfully ask that you swiftly pass S.2581.

Sincerely,

DocuSigned by:
Miles S Menetrey
11B43EC70C19BE4...
Miles Menetrey, Chair
Board of Supervisors

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-507

MEETING: December 3, 2024

TO: The Board of Supervisors

FROM: Miles Menetrey, District V Supervisor

RE: Approve a Letter of Support for the California Public Utilities Commission (CPUC) to Set-Aside the Staff Recommendation for the Federal Fund Account (FFA) Last Mile Program Award for Mariposa County, and Instead Award the Funding to Golden State Connect Authority (GSCA) for the Execution of their Proposed Open Access, Last Mile, Municipal Fiber Network; and Authorize the Board of Supervisors Chair to Sign the Letter (Supervisor Menetrey)

RECOMMENDATION AND JUSTIFICATION

Approve a Letter of Support for the California Public Utilities Commission (CPUC) to Set-Aside the Staff Recommendation for the Federal Fund Account (FFA) Last Mile Program Award for Mariposa County and Instead Award the Funding to Golden State Connect Authority (GSCA) for the Execution of their Proposed Open Access, Last Mile, Municipal Fiber Network; and Authorize the Board of Supervisors Chair to Sign the Letter (Supervisor Menetrey).

GSCA will deploy an open access, last mile, municipal fiber network. In the case of GSCA's network, open access means that all providers, large and small, will be invited to use the network to compete for customers, thus creating choice and competition that will drive down price. In furtherance of policies established in the California Digital Equity Plan and embodied in FFA Last Mile Program Guidelines, GSCA's model will offer multiple providers from which customers can choose and will be operated as a municipal network, by local governments.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has routinely ratified letters of support for issues that they believe will benefit the citizens of Mariposa County.

GSCA was established in December 2021 in direct response to Senate Bill 156 and the intentional inclusion of local governments in broadband that it espoused. At the strategic direction of the Rural County Representatives of California Board of Directors, Golden State Connect Authority was created to ensure that local governments in rural California were able to play a role in providing the solution for broadband deployment in their communities – areas which have been largely disinvested by private providers. Mariposa County was among the forty rural California counties that joined GSCA. GSCA is a Joint Powers Authority governed by one elected Supervisor from each member county. GSCA works with and on behalf of its member counties, and cities therein, to implement this new model of broadband deployment in California. One that has been designed by local communities, for local

communities.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the letter. Individual Board members may write their own letters of support for the grant application which may not carry the weight of a letter from the entire Board.

FINANCIAL IMPACT

None

ATTACHMENTS

1. 1881 - CPUC Letter - Mariposa County FFA Award 1

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

November 3, 2024

Alice Busching Reynolds, President
Darcie Houck, Commissioner
John Reynolds, Commissioner
Karen Douglas, Commissioner
Matthew Baker, Commissioner
California Public Utilities Commission
505 Van Ness Avenue
San Francisco, CA 94102

Subject: Comment to CPUC Draft Resolution T-17869 Regarding Mariposa County Federal Fund Account Last Mile Staff Recommendation

Dear President Reynolds and CPUC Commissioners,

We respectfully request that the Commission set-aside the staff recommendation for the Federal Fund Account (FFA) Last Mile program award for Mariposa County and instead award Mariposa County FFA Last Mile funding to Golden State Connect Authority (GSCA) for execution of their proposed open access, last mile, municipal fiber network. GSCA will construct an open access network resulting in customers being able to choose from multiple providers who compete for their business with lower pricing and greater offerings – all on a fiber network. This is a far superior model for rural California than an award to an entity that will only offer one provider option. Further, GSCA was established specifically by and for local governments in rural counties to create the solution for broadband in their communities, as envisioned by the CPUC in the execution of all the programs created under Senate Bill 156.

<u>Open Access, Last Mile Fiber Network</u>

GSCA will deploy an open access, last mile, municipal fiber network. In the case of GSCA's network, open access means that all providers, large and small, will be invited to use the network to compete for customers, thus creating choice and competition that will drive down price. In furtherance of policies established in the California Digital Equity Plan and embodied in FFA Last Mile Program Guidelines, GSCA's model will offer multiple providers from which customers can choose and will be operated as a municipal network, by local governments.

As a rural California county that has experienced historical disinvestment in quality broadband infrastructure from private providers, this new paradigm of broadband delivery in Mariposa County will provide the same access to quality infrastructure, choice of providers, and pricing that more densely populated areas of California have the ability to access. This is a far superior model for rural California than an award to an entity that will only offer one provider option. The communities in Mariposa County deserve and desire the system that GSCA is proposing.

<u>For Local Communities, By Local Communities</u>

GSCA was established in December 2021 in direct response to Senate Bill 156 and the intentional inclusion of local governments in broadband that it espoused. At the strategic direction of the Rural County Representatives of California Board of Directors, Golden State Connect Authority was created to ensure that local governments in rural California were able to play a role in providing the solution for broadband deployment in their communities – areas which have been largely disinvested by private providers. Mariposa County was among the forty rural California counties that joined GSCA. GSCA is a Joint Powers Authority governed by one elected Supervisor from each member county. GSCA works with and on behalf of its member counties, and cities therein, to implement this new model of broadband deployment in California. One that has been designed by local communities, for local communities.

County staff and elected leaders have been actively engaged in the design of GSCA's open access, last mile, municipal network via the CPUC Local Agency Technical Assistance award the County received, as well as in the development of GSCA's FFA Last Mile application through the identification of priority project areas. As a local government, together with GSCA, Mariposa County thoughtfully and deliberately selected the priority project areas that have been included in GSCA's Mariposa County Broadband Network FFA Last Mile application.

To further the policy principles established within Senate Bill 156, and carried through to the FFA Last Mile program, GSCA's application is the only one that results in a broadband network that will be owned and operated by local government and will offer a number of providers from which customers can choose. Therefore, we respectfully request that the Commission set-aside the staff recommendation for the FFFA Last Mile program award for Mariposa County and instead award FFA Last Mile funding to the GSCA Mariposa County Broadband Network application.

Sincerely,

Miles Menetrey, Chair
Board of Supervisors

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: December 3, 2024

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Receive Minutes of the Committees Established by the Mariposa County Board of Supervisors Pursuant to Resolution 22-115, Section 10.2

RECOMMENDATION AND JUSTIFICATION

Receive Minutes of the Committees Established by the Mariposa County Board of Supervisors Pursuant to Resolution 22-115, Section 10.2.

BACKGROUND AND HISTORY OF BOARD ACTIONS

A Committee Policy was adopted by Resolution 22-115.

Per Section 10.2 of this policy it is required that all committees provide adopted minutes to the Clerk of the Board within thirty days of each meeting. For committees that meet quarterly or less frequently, draft minutes shall be submitted to the Clerk of the Board within thirty days of each meeting. In turn, the Clerk of the Board shall prepare an informational agenda item to submit the minutes to the Board of Supervisors.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board will not receive the minutes and the committees and Clerk of the Board will be out of compliance of Mariposa County Resolution 22-115.

FINANCIAL IMPACT

Not Applicable

ATTACHMENTS

1. **CCAH-6(2)_Financial_Statements_For_Board**
2. **CCAH-8A_September_2024_Board_Meeting_Minutes_FINAL**
3. **11-12-24 IHSS Advisory Committee Meeting - Minutes**
4. **240520 CPSAC Minutes FINAL**
5. **240620 FINAL MINUTES PACKET**
6. **240727 FCPAC Final Minutes**
7. **240911 MPAC MINUTES FINAL**
8. **240913 HSRPC MINUTES - FINAL**
9. **241004 PC Mintues - FINAL**
10. **241021 CPSAC Mintues FINAL**

11. **YWDAC minutes 9.12.24**
12. **AAC Minutes 8.12.24 - Final SC**
13. **COA Minutes - 10.23.2024**
14. **WAAB Minutes 7.18.24**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

CENTRAL CALIFORNIA ALLIANCE FOR HEALTH
Balance Sheet
For The Eighth Month Ending August 31, 2024
(In $000s)

Assets	
Cash	$200,657
Restricted Cash	300
Short Term Investments	1,033,049
Receivables	195,014
Prepaid Expenses	5,932
Other Current Assets	4,058
Total Current Assets	**$1,439,009**
Building, Land, Furniture & Equipment	
Capital Assets	$82,651
Accumulated Depreciation	(46,353)
CIP	162
Lease Receivable	3,084
Subscription Asset net Accum Depr	10,510
Total Non-Current Assets	**50,054**
Total Assets	**$1,489,063**
Liabilities	
Accounts Payable	$119,325
IBNR/Claims Payable	375,217
Provider Incentives Payable	30,636
Other Current Liabilities	8,026
Due to State	28,713
Total Current Liabilities	**$561,917**
Subscription Liabilities	8,687
Deferred Inflow of Resources	2,933
Total Long-Term Liabilities	**$11,620**
Fund Balance	
Fund Balance - Prior	$834,772
Retained Earnings - CY	80,753
Total Fund Balance	**915,525**
Total Liabilities & Fund Balance	**$1,489,063**
Additional Information	
Total Fund Balance	**$915,525**
Board Designated Reserves Target	453,461
Strategic Reserve (DSNP)	56,700
Medi-Cal Capacity Grant Program (MCGP)*	155,247
Value Based Payments	46,100
Provider Supplemental Payments	152,410
Total Reserves	**863,918**
Total Operating Reserve	**$51,607**

CENTRAL CALIFORNIA ALLIANCE FOR HEALTH
Income Statement - Actual vs. Budget
For The Eighth Month Ending August 31, 2024
(In $000s)

	MTD Actual	MTD Budget	Variance	%	YTD Actual	YTD Budget	Variance	%
Member Months	*447,805*	*398,633*	*49,172*	*12.3%*	*3,625,576*	*3,317,663*	*307,913*	*9.3%*
Capitation Revenue								
Capitation Revenue Medi-Cal	$137,308	$135,204	$2,105	1.6%	$1,256,485	$1,119,936	$136,549	12.2%
State Incentive Programs	-	-	-	0.0%	24,392	-	$24,392	100.0%
Prior Year Revenue*	-	-	-	0.0%	20,378	-	$20,378	100.0%
Premiums Commercial	496	344	152	44.2%	3,541	2,753	789	28.6%
Total Operating Revenue	**$137,805**	**$135,548**	**$2,257**	**1.7%**	**$1,304,796**	**$1,122,689**	**$182,108**	**16.2%**
Medical Expenses								
Inpatient Services (Hospital)	$44,438	$45,302	$864	1.9%	$371,221	$370,865	($355)	-0.1%
Inpatient Services (LTC)	19,962	10,630	(9,331)	-87.8%	138,648	87,029	(51,618)	-59.3%
Physician Services	37,543	26,337	(11,206)	-42.6%	273,589	215,598	(57,991)	-26.9%
Outpatient Facility	26,393	15,371	(11,022)	-71.7%	165,879	125,831	(40,048)	-31.8%
Other Medical**	31,433	26,410	(5,023)	-19.0%	214,497	214,056	(441)	-0.2%
State Incentive Programs	-	-	-	0.0%	24,392	-	(24,392)	-100.0%
Total Medical Expenses	**$159,769**	**$124,050**	**($35,719)**	**-28.8%**	**$1,188,225**	**$1,013,380**	**($174,845)**	**-17.3%**
Gross Margin	**($21,964)**	**$11,498**	**($33,462)**	**-100.0%**	**$116,571**	**$109,309**	**$7,262**	**6.6%**
Administrative Expenses								
Salaries	$5,949	$6,064	$116	1.9%	$45,895	$47,932	$2,038	4.3%
Professional Fees	426	323	(102)	-31.7%	2,442	2,429	(14)	-0.6%
Purchased Services	1,069	948	(121)	-12.8%	8,214	8,108	(106)	-1.3%
Supplies & Other	1,206	936	(270)	-28.8%	7,340	7,827	487	6.2%
Occupancy	96	134	38	28.2%	887	999	113	11.3%
Depreciation/Amortization	276	336	59	17.7%	2,124	2,455	331	13.5%
Total Administrative Expenses	**$9,021**	**$8,740**	**($281)**	**-3.2%**	**$66,901**	**$69,750**	**$2,849**	**4.1%**
Operating Income	**($30,986)**	**$2,758**	**($33,743)**	**-100.0%**	**$49,670**	**$39,559**	**$10,111**	**25.6%**
Non-Op Income/(Expense)								
Interest	$4,297	$2,188	$2,109	96.4%	$33,917	$20,279	$13,637	67.2%
Gain/(Loss) on Investments	5,157	350	4,807	100.0%	7,307	1,400	5,907	100.0%
Bank & Investment Fees	(31)	(36)	5	14.8%	(421)	(290)	(130)	-44.8%
Other Revenues	198	198	(0)	-0.1%	1,474	1,576	(102)	-6.5%
Grants	(1,601)	(1,463)	(138)	-9.4%	(11,195)	(11,703)	508	4.3%
Total Non-Op Income/(Expense)	**8,020**	**1,236**	**6,783**	**100.0%**	**$31,083**	**$11,262**	**$19,821**	**100.0%**
Net Income/(Loss)	**($22,966)**	**$3,994**	**($26,960)**	**-100.0%**	**$80,753**	**$50,821**	**$29,932**	**58.9%**
MLR	*115.9%*	*91.5%*			*91.1%*	*90.3%*		
ALR	*6.5%*	*6.4%*			*5.1%*	*6.2%*		
Operating Income	*-22.5%*	*2.0%*			*3.8%*	*3.5%*		
Net Income %	*-16.7%*	*2.9%*			*6.2%*	*4.5%*		

*Prior Year Revenue consist of revenue booked in the current calendar year for services rendered in prior years.

**Other Medical includes Pharmacy and IHSS.

CENTRAL CALIFORNIA ALLIANCE FOR HEALTH
Income Statement - Actual vs. Budget
For The Eighth Month Ending August 31, 2024
(In PMPM)

	MTD Actual	MTD Budget	Variance	%	YTD Actual	YTD Budget	Variance	%
Member Months	*447,805*	*398,633*	*49,172*	*12.3%*	*3,625,576*	*3,317,663*	*307,913*	*9.3%*
Capitation Revenue								
Capitation Revenue Medi-Cal	$306.63	$339.17	($32.54)	-9.6%	$346.56	$337.57	$8.99	2.7%
State Incentive Programs	-	-	-	0.0%	6.73	-	6.73	100.0%
Prior Year Revenue*	-	-	-	0.0%	5.62	-	5.62	100.0%
Premiums Commercial	1.11	0.86	0.24	28.4%	0.98	0.83	0.15	17.7%
Total Operating Revenue	**$307.73**	**$340.03**	**($32.30)**	**-9.5%**	**$359.89**	**$338.40**	**$21.49**	**6.4%**
Medical Expenses								
Inpatient Services (Hospital)	$99.24	$113.64	$14.41	12.7%	$102.39	$111.79	$9.40	8.4%
Inpatient Services (LTC)	44.58	26.67	(17.91)	-67.2%	38.24	26.23	(12.01)	-45.8%
Physician Services	83.84	66.07	(17.77)	-26.9%	75.46	64.98	(10.48)	-16.1%
Outpatient Facility	58.94	38.56	(20.38)	-52.9%	45.75	37.93	(7.82)	-20.6%
Other Medical**	70.19	66.25	(3.94)	-5.9%	59.16	64.52	5.36	8.3%
State Incentive Programs	-	-	-	0.0%	6.73	-	(6.73)	-100.0%
Total Medical Expenses	**$356.78**	**$311.19**	**($45.59)**	**-14.7%**	**$327.73**	**$305.45**	**($22.28)**	**-7.3%**
Gross Margin	**($49.05)**	**$28.84**	**($77.89)**	**-100.0%**	**$32.15**	**$32.95**	**($0.80)**	**-2.4%**
Administrative Expenses								
Salaries	$13.28	$15.21	$1.93	12.7%	$12.66	$14.45	$1.79	12.4%
Professional Fees	0.95	0.81	(0.14)	-17.2%	0.67	0.73	0.06	8.0%
Purchased Services	2.39	2.38	(0.01)	-0.4%	2.27	2.44	0.18	7.3%
Supplies & Other	2.69	2.35	(0.34)	-14.7%	2.02	2.36	0.33	14.2%
Occupancy	0.21	0.34	0.12	36.0%	0.24	0.30	0.06	18.8%
Depreciation/Amortization	0.62	0.84	0.23	26.7%	0.59	0.74	0.15	20.8%
Total Administrative Expenses	**$20.15**	**$21.93**	**$1.78**	**8.1%**	**$18.45**	**$21.02**	**$2.57**	**12.2%**
Operating Income	**($69.19)**	**$6.92**	**($76.11)**	**-100.0%**	**$13.70**	**$11.92**	**$1.78**	**14.9%**

*Prior Year Revenue consist of revenue booked in the current calendar year for services rendered in prior years.

**Other Medical includes Pharmacy and IHSS.

CENTRAL CALIFORNIA ALLIANCE FOR HEALTH
Statement of Cash Flow
For The Eighth Month Ending August 31, 2024
(In $000s)

	MTD	YTD
Net Income	($22,966)	$80,753
Items not requiring the use of cash: Depreciation	297	2,144
Adjustments to reconcile Net Income to Net Cash provided by operating activities:		
Changes to Assets:		
Restricted Cash	0	0
Receivables	3,053	296,574
Prepaid Expenses	(1,008)	(3,704)
Current Assets	758	1,548
Subscription Asset net Accum Depr	0	0
Net Changes to Assets	**2,803**	**294,418**
Changes to Payables:		
Accounts Payable	44,335	(286,550)
Other Current Liabilities	(2,061)	(1,166)
Incurred But Not Reported Claims/Claims Payable	(11,750)	86,844
Provider Incentives Payable	3,817	(9,364)
Due to State	18,012	18,012
Subscription Liabilities	0	0
Net Changes to Payables	**52,352**	**(192,224)**
Net Cash Provided by (Used in) Operating Activities	**32,486**	**185,092**
Change in Investments	(33,156)	(187,217)
Other Equipment Acquisitions	441	(2,302)
Net Cash Provided by (Used in) Investing Activities	**(32,715)**	**(189,519)**
Deferred Inflow of Resources	0	0
Net Cash Provided by (Used in) Financing Activities	**0**	**0**
Net Increase (Decrease) in Cash & Cash Equivalents	**(229)**	**(4,427)**
Cash & Cash Equivalents at Beginning of Period	**200,885**	**205,083**
Cash & Cash Equivalents at August 31, 2024	**$200,657**	**$200,657**

SANTA CRUZ – MONTEREY – MERCED – SAN BENITO – MARIPOSA MANAGED MEDICAL CARE COMMISSION

Meeting Minutes

Wednesday, September 25, 2024
9:30 a.m. – 3:30 p.m.

Seascape Golf Club
Monarch Room
610 Clubhouse Drive
Aptos, CA 95003

Commissioners Present:

Ms. Leslie Abasta-Cummings,	At Large Health Care Provider Representative
Ms. Anita Aguirre,	At Large Health Care Provider Representative
Dr. Ralph Armstrong,	At Large Health Care Provider Representative
Supervisor Wendy Root Askew,	County Board of Supervisors
Ms. Tracey Belton,	County Health and Human Services Agency Director
Ms. Dorothy Bizzini,	Public Representative
Ms. Janna Espinoza,	Public Representative
Supervisor Zach Friend,	County Board of Supervisors
Dr. Donaldo Hernandez,	Health Care Provider Representative
Ms. Elsa Jimenez,	County Director of Health Services
Mr. Michael Molesky,	Public Representative
Ms. Mónica Morales,	County Health Services Agency Director
Dr. Allen Radner,	At Large Health Care Provider Representative

Commissioners Absent:

Dr. Maximiliano Cuevas,	Health Care Provider Representative
Dr. Kristina Keheley,	Interim Health and Human Services Agency Director
Supervisor Josh Pedrozo,	County Board of Supervisors
Dr. James Rabago,	Health Care Provider Representative

Staff Present:

Mr. Michael Schrader,	Chief Executive Officer
Ms. Lisa Ba,	Chief Financial Officer
Mr. Scott Fortner,	Chief Administrative Officer
Dr. Omar Guzman,	Chief Health Equity Officer

Dr. Dennis Hsieh,	Chief Medical Officer
Ms. Jenifer Mandella,	Chief Compliance Officer
Mr. Cecil Newton,	Chief Information Officer
Ms. Van Wong,	Chief Operating Officer
Ms. Danita Carlson,	Government Relations Director
Mr. Marwan Kanafani,	Health Services Officer
Ms. Kay Lor,	Payment Strategy Director
Mr. Dave McDonough,	Legal Services Director
Ms. Andrea Swan,	Quality Improvement and Population Health Director
Ms. Kristen Rolf.	Quality and Population Health Manager
Ms. Kristynn Sullivan.	Program Development Director
Ms. Ronita Margain,	Community Engagement Director
Ms. Jessica Finney,	Community Grants Director
Mr. Noah Ross,	Administrative Specialist
Ms. Dulcie San Paolo,	Administrative Specialist

1. Call to Order by Chair Jimenez.

Commission Chairperson Jimenez called the meeting to order at 9:30 a.m.

Roll call was taken and a quorum was present.

There were no supplements or deletions to the agenda.

2. Oral Communications.

Chair Jimenez opened the floor for any members of the public to address the Commission on items not listed on the agenda.

No members of the public addressed the Commission.

3. Comments and announcements by Commission members.

Chair Jimenez opened the floor for Commissioners to make comments.

4. Comments and announcements by Chief Executive Officer.

Chair Jimenez opened the floor for Mr. Michael Schrader, Chief Executive Officer (CEO).

Mr. Michael Schrader, Chief Executive Officer (CEO), welcomed the Commissioners to the retreat. He provided a rundown of the agenda and introduced guest speakers. He provided a reminder of Proposition 35, which is an upcoming Managed Care Organization (MCO) tax measure.

[Commissioner Belton arrived at this time: 9:34 a.m.]

Consent Agenda Items: (5. – 6.): 9:39 a.m.

Chair Jimenez advised the Board that this item carried potential conflict of interest. Board members who perceived that they were at risk for conflict of interest were advised to abstain from voting on this item.

Chair Jimenez opened the floor for approval of Consent Agenda items 5 through 6.

MOTION: Commissioner Friend moved to approve Consent Agenda items 5 through 6, seconded by Commissioner Molesky.

ACTION: The motion did not pass with the following vote:

Ayes: Commissioners Belton, Bizzini, Espinoza, Friend, Molesky

Noes: None.

Absent: Commissioners Abasta-Cummings, Askew, Cuevas, Keheley, Pedrozo, Rabago.

Abstain: Commissioners Aguirre, Armstrong, Hernandez, Jimenez, Morales, Radner

Chair Jimenez directed staff to conduct a second vote later in the meeting on this topic due to there being insufficient non-conflicted commissioners in attendance at the present time and eligible to vote.

[Commissioner Abasta-Cummings arrived at this time: 9:40 a.m.]

Consent Agenda Items: (7. – 8.): 9:43 a.m.

Chair Jimenez opened the floor for approval of Consent Agenda items 7 through 8.

MOTION: Commissioner Friend moved to approve Consent Agenda items 7 through 8, seconded by Commissioner Bizzini.

ACTION: The motion passed with the following vote:

Ayes: Commissioners Abasta-Cummings, Aguirre, Armstrong, Belton, Bizzini, Espinoza, Friend, Hernandez, Jimenez, Molesky, Morales, Radner

Noes: None.

Absent: Commissioners Askew, Cuevas, Keheley, Pedrozo, Rabago.

Abstain: None

Regular Agenda Items: (9. – 13.): 9:45 a.m.

9. Board Discussion: Overview of Alliance Priorities and Initiatives. (9:45 a.m. – 10:31 a.m.)

Mr. Schrader provided an overview of the Alliance's six priority initiatives in detail including Enhanced Care Management (ECM) Enrollment, D-SNP by 2026, NCQA Accreditation by 2026, Quality and Health Equity in Merced and Mariposa, Jiva Management System, and Behavioral Health Insourcing by 2025.

[Commissioner Askew arrived at this time: 9:59 a.m.]

Mr. Schrader discussed Alliance reserve funds and how they are being used to help members. He then spoke on the Alliance's housing investments across its five counties.

Information and discussion item only; no action was taken by the Board.

10. Board Discussion: Local Plans in the Evolving Medi-Cal Environment. (10:31 a.m. – 11:36 a.m.)

Local Health Plans of California (LHPC) Chief Executive Officer (CEO), Ms. Linnea Koopmans, provided a presentation on local plans in the evolving Medi-Cal Environment.

Information and discussion item only; no action was taken by the Board.

11. Board Discussion: Quality and Health Equity. (11:36 a.m. – 12:08 p.m.)

Dr. Palav Babaria, Chief Quality Officer and Deputy Director of Quality and Population Health Management, California Department of Health Care Services, provided a presentation on quality and health equity at the state level.

Information and discussion item only; no action was taken by the Board.

Consent Agenda Items: (5. – 6.): 12:08 p.m.

Chair Jimenez opened the floor for reconsideration of approval of Consent Agenda items 5 through 6.

Chair Jimenez advised the Board that this item carried potential conflict of interest. Board members who perceived that they were at risk for conflict of interest were advised to abstain from voting on this item.

MOTION: Commissioner Friend moved to reconsider the approval of Consent Agenda items 5 through 6, seconded by Commissioner Molesky.

ACTION: The motion passed with the following vote:

Ayes: Commissioners Askew, Bizzini, Espinoza, Friend, Molesky

Noes: None.

Absent: Commissioners Cuevas, Keheley, Pedrozo, Rabago.

Abstain: Commissioners Abasta-Cummings Aguirre, Armstrong, Belton, Hernandez, Jimenez, Morales, Radner

[Commissioner Friend departed at this time: 12:35 p.m.]

[Commissioner Morales departed at this time: 12:40 p.m.]

12a. Board Discussion: Workforce and Provider Supply. (12:48 p.m. – 1:45 p.m.)

Dr. Margo Vener, Director of Undergraduate Medical Education at U.C. Merced, provided a presentation on workforce and provider supply in the Central Valley.

[Commissioner Radner departed at this time: 2:04 p.m.]

Information and discussion item only; no action was taken by the Board.

12b. Board Discussion: Workforce and Provider Supply. (1:45 p.m. – 2:16 p.m.)

Dr. Walt Mills, Family Medicine Residency Program Director at Dominican Hospital, reviewed the residency program and the benefits to workforce issues on the Central Coast.

12. Board Action: Proposition 35 – Managed Care Organization (MCO) Tax Initiative. (2:16 p.m. – 3:01 p.m.)

Chair Jimenez welcomed Mr. Dustin Corcoran, Chief Executive Officer of the California Medical Association CMA), and Dr. Donaldo Hernandez, Alliance Board Member/Immediate Past President of CMA. She advised that Dr. Donaldo Hernandez will present on this topic as a member of the public rather than as a Commissioner of the Board. Board members who perceived that they were at risk for conflict of interest were advised to abstain from voting on this item.

[Commissioner Bizzini departed at this time: 2:50 p.m.]

Chair Jimenez opened the floor for approval of the Board's position of support for Proposition 35.

MOTION: Commissioner Askew moved to approve seconded by Commissioner Abasta-Cummings

ACTION: The motion did not pass with the following vote:

Ayes: Commissioners Abasta-Cummings, Askew, Aguirre, Armstrong, Belton, Espinoza, Jimenez, Molesky

Noes: None.

Absent: Commissioners Bizzini, Cuevas, Friend, Keheley, Morales, Pedrozo, Rabago, Radner

Abstain: Commissioner Hernandez

.

The Commission adjourned its regular meeting of September 25, 2024 at 3:05 p.m. to the regular meeting of November 6, 2024 at 3:00 p.m. via videoconference from county offices in Scotts Valley, Salinas, Merced, Hollister and Mariposa, unless otherwise noted.

Respectfully submitted,
Ms. Dulcie San Paolo, Administrative Specialist

In-Home Supportive Services

Public Authority Advisory Committee

of Mariposa County

Post Office Box 99

Mariposa, CA 95338

(209) 966-2000

MINUTES (DRAFT)

Tuesday, November 12th, 2024

Members Present: Darlene Miles, Dana Hallett, Mary Dempsey, Mary Wilson & Terrylie DeBeck

Members Absent: Eva Adams

Union Representative(s): Absent

Staff Present: Janet Gass & Jason Allen

Board Of Supervisors (BOS) Liaison(s): N/A

Guest(s): N/A

Recording Secretary: Jason Allen

Call to Order and Introductions: Seeing a quorum, the regular meeting of the In-Home Supportive Services Advisory Committee was called to order at 1:36PM by Chair Dana Hallett. The Committee proceeded to consider the agenda and the following actions were taken or direction given:

1. Public Comments:
    a. N/A
2. Approvals:
    a. November 12th, 2024 Agenda:
        i. By unanimous vote, the committee approved the motion of Mary W., with a second by Darlene, to approve the November 12th, 2024 Agenda.
    b. September 9th., 2024 Minutes:
        i. By unanimous vote, the committee approved the motion of Mary W., with a second by Darlene., to approve the September 9th, 2024 Minutes.
3. UDWA - Union Status Update:
    a. N/A
4. New Business:
    a. N/A
5. Board of Supervisors / Agency and Branch Updates:

a. Rosemarie Smallcombe - Board of Supervisors (BOS):
    i. N/A
b. Janet – Public Authority:
    i. The IHSS team is currently down a Social Worker, the Social Worker Supervisor has retired & the branch Deputy Director is retiring in December of this year.
    ii. As of 9/2024, Mariposa IHSS has 327 authorized recipients & 16 pending for authorization. Out of the total 343 recipients, there are only 262 providers which means there are 81 more people needing services then there are people to provide the services. Additionally, out of the 262 providers 27 are parent providers and 23 are spouse providers and many of the remaining providers come to the program with a recipient already in mind meaning they will be unable or uninterested in providing for anyone else.
    iii. October saw 22 new applications for services.

6. Quarterly Stats Update: Due in January
7. Next Scheduled Meeting Date: December 9th, 2024.
8. Adjournment: @ 2:00PM.

Mariposa County

http://www.mariposacounty.org/

PLANNING DEPARTMENT

AVA BURNS	**CHAIR**
JACKIE BAXTON	**MEMBER**
CARA GOGER	**MEMBER**
KIM BRISACK	**MEMBER**
XAVIER DUBOIS	**MEMBER**
GAIL DREIFUS	**MEMBER**
JUNE McCRORY	**MEMBER**
ABBY MILLER	**MEMBER**
JEANETTA PHILLIPS	**MEMBER**
ERICA WOLFSEN	**MEMBER**

CREATIVE PLACEMAKING STRATEGY ADVISORY COMMITTEE MINUTES *DRAFT*

MAY 20, 2024

TIME: 12:00 P.M.

LOCATION: GOVERNMENT CENTER, UPPER FLOOR

BOARD OF SUPERVISORS CHAMBER

5400 BULLION STREET, MARIPOSA

1. Call to Order and Roll Call

Seeing a quorum, the regular meeting of the Creative Placemaking Strategy Advisory Committee (CPSAC) was called to order by Chair Burns at 12:02 P.M.

Present: Ava Burns, Cara Goger, Xav Dubois, Erica Wolfsen, Gail Dreifus, Abby Miller, June McCrory (arrived @12:08)

Excused: Jeanetta Phillips, Kim Brisack, Jackie Baxton

Staff: Ben Goger, Will Fassett

2. Approval of Minutes

a. Meeting of February 26, 2024
By a unanimous vote, CPSAC approved a motion by Cara Goger and a second by Erica Wolfsen to approve the minutes of February 26, 2024, as presented

3. Public Comment on Non-Agenda Items

None

4. Update on the *Working Lands, Working Artists* Project

a. Midpines Unveiling Event - update from Burns: Metal panels created by Abby Miller and Anna Friedland have been installed. Sculptural work by Lx Lewis is in process. This event will occur on the morning of June 15th, in collaboration with the Planning Department and the Upper Merced Watershed Council. It will involve river clean-up and possibly a participatory art project facilitated by Miller as time allows, depending on the breadth of the clean-up.

b. Coulterville Unveiling Event – update from Wolfsen: The fence mural "Pastureland" is finished as well as the piece on the stage and has been varnished. Community members offered positive feedback and support throughout the process. Update from Burns: sculpture in process (the large horse bit in Coulterville, created by Jackie Baxton). Event is delayed until August.

   i. Burns – Coulterville event will tie in with the music evenings at the Coulter Café, but keeps getting pushed back because summer scheduling is challenging.

5. Update on the *Mariposa Gateway Elements* Project

Update provided by Ben Goger - The Gateway Elements project is being co-managed by Mariposa Planning Dep't. It has been a complicated installation that involves underground infrastructure, including conduit under the highway to run electrical lines. Recently received a report from fabricators in Utah that the sculptural feathers are ready to ship .

Some components were eliminated due to budget constraints, including flatwork pedestrian improvements. These components may be revisited through another funding source. Caltrans funds Active Transportation Projects (ATP) and the next cycle is due in June. If funding is received, it will enhance walkability.

Landscaping components were also reduced due to budget constraints. There will be some initial plantings of redbuds, irrigation

and rocks from Atlas Lab and then some "do-it-yourself" landscaping process as we go into the future.

Cara Goger acknowledged the role of the Planning Dep't for their work on this project.

Ben Goger pointed out that Public Works has been an integral part of creative problem solving and structural knowledge as well.

Burns is thankful to Public Works for their assistance with the Working Lands, Working Artists project.

Cara Goger posed the question: Would it be possible for Public Works to be on this [CPSAC] committee? Cara expressed that she would love to have their input on stuff "from the get go."

Ben Goger is willing to ask the Director of Public Works if there is a staff member that would like to be on the committee. If not, then the Planning Dep't is willing to continue communication.

Cara Goger offered an alternative suggestion: It would be helpful if there was a dedicated Public Works staff person to invite when their input is needed on specific agenda items.

6. Future Agenda Items

Ben Goger summarized a list of future agenda items which emerged from brief discussion following this meeting's agenda. These include the following:

- Public Works representative on CPSAC
- Frost Shop Lot - space activation
- Guide book for public for locations and information related to viewing public art throughout Mariposa County
- National Endowment for the Arts: update to Gold Rush Design Review guidelines with input from Staff, Polina Pivak and Hannah Harrison
- 360 video interpretation for public art

- Open discussion on public art to cover both Wolfsen's concept of a guide book for county public art, and Dubois' 360 interpretation of the existing mural(s), along with a potential for amural project on the side of Subway building

7. Adjournment

There being no further business, Chair Burns adjourned the CPSAC meeting at 1:00 P.M.

Respectfully Submitted by
Abby Miller, Secretary of the Creative Placemaking Strategic Advisory Committee (CPSAC)

MARIPOSA COUNTY
AGRICULTURAL ADVISORY COMMITTEE

FINAL MINUTES

Approved as amended (10/03/24)

Date: **Thursday, June 20, 2024**
Time: **8:30 AM**
Location: **Board Chambers, Upper Level**
Government Center
5100 Bullion Street
Mariposa, CA 95338

1. **Roll Call and Introductions:** Tony Toso called the meeting to order at 8:33 am and called for the roll:

   Members present: Tony Toso, Jordan Cory (alternate), Carla Kelly, John Shimer, Kelly Williams.
   Members absent: Dave Mecchi, Lyle Turpin (alternate).
   Planning Staff: Steve Engfer, Sophea Craighead, Katy Casner, Hannah Harrison, Ben Goger.
   Other County Staff or Representatives Present: Monica Nielsen and Mikaela Cory (Ag Commissioners Office), Mick Herman (District 3 Planning Commissioner), Fadazyi Mashiri (Mariposa County Farm Advisor).

2. **Public Address:** Persons wishing to speak on a matter not on the agenda, but within the jurisdiction of the committee. None.

3. **Election of Chair and Vice Chair:**

   Toso noted that he has been the Chair for the past couple of years and that John Shimer has been Vice Chair. Currently, he is asking for nominations. Shimer suggested keeping the Chair and Vice Chair the same.

   Toso and Shimer accepted the nominations.

   By Motion of Kelly Williams, Seconded by Carla Kelly, the AAC re-elected Tony Toso as the Chair for the Agricultural Advisory Committee for 2024. Motion passed. 4 Ayes, 0 Nays, 2 Excused (Dave Mecchi, Lyle Turpin), 0 Abstained.

   By Motion of Tony Toso, Seconded by Kelly Williams, the AAC re-elected John Shimer as the Vice Chair for the Agricultural Advisory Committee for 2024. Motion passed. 4 Ayes, 0 Nays, 2 Excused (Dave Mecchi, Lyle Turpin), 0 Abstained.

Steve Engfer, Planning Director, noted for point of information, that the AAC has newly appointed committee members. It was noted that new members were Kelly Williams representing the Farm Bureau and Jordan Cory an alternate for the Farm Bureau.

4. **Approval of Minutes from:** September 28, 2023.

By Motion of Carla Kelly, Seconded by Kelly Williams, the AAC approved the Minutes of September 28, 2023 as presented. Motion passed. 4 Ayes, 0 Nays, 2 Excused (Dave Mecchi, Lyle Turpin), 0 Abstained.

5. **Actions Items – Recommendation Requested:**

   a. **Review and recommendations on the Agriculture Working Landscape Conservation Plan (AWLCP) DRAFT #3.**

Hannah Harrison, Community Design and Development Planner, spoke about the AWLCP Draft #3 along with a PowerPoint presentation. Afterwards, she provided a handout that listed the AWLCP goals.

Harrison noted that receiving the AAC's support is the first step in the AWLCP grant approval process; then staff will move forward to the Planning Commission for approval, then the Board of Supervisors for the final adoption.

Engfer noted that the purpose of today's presentation is to receive the AAC's input, discuss and make recommendations to the draft, which will be considered and incorporated into the draft.

After the presentation, a long discussion occurred with the committee still feeling unclear and uncomfortable in recommending the approval of the draft. They did not have a clear understanding of what the state mandates and requirements are and if the General Plan could be developed without the AWLCP recommendations. In addition, Toso commented that Mariposa County is an area primarily consisting of cattle ranches which is the most common agricultural practice.

Engfer provided information and directions received from the Board regarding the AWLCP grant along with the CEQA document requirements that will need to be included in the General Plan in relation to the greenhouse gas reduction plan presented in the draft.

In conclusion, staff will bring the draft back to the committee at the next meeting.

b. General Plan 20 Year Rewrite - AAC Role

i. Creation of an Ad-Hoc Committee for Review of GP and Preparation of GP 20yr Update Recommendations to the full AAC

After discussion, Shimer made a motion to nominate Toso to be on the Ad-Hoc committee, seconded by Williams. Toso declined the nomination and concurred with Kelly to recommend that this item be tabled to the next meeting to allow the committee time to determine who to nominate or decide if an Ad-Hoc Committee would be necessary. Further discussion led to the committee deciding not to move forward with creating an Ad-Hoc

Committee.

ii. **Request staff to prepare documents and schedule for AAC - GP 20yr Rewrite meetings**

By Motion of John Shimer, Seconded by Carla Kelly, the AAC denied creating an Ad-Hoc committee and for staff to create the GP 20yr Update Rewrite for the full committee to review. Motion passed. 4 Ayes, 0 Nays, 2 Excused (Dave Mecchi, Lyle Turpin), 0 Abstained.

c. **Annual Review of $3,000 Income Requirement Established by Board of Supervisors Resolution No. 10-150.**

Engfer spoke about the item being a yearly recommendation in accordance with the Williamson Act. The committee did not provide any input.

By Motion of Carla Kelly, Seconded by John Shimmer, the AAC recommended retaining the $3,000 minimum income requirement for intensive use. Motion passed. 4 Ayes, 0 Nays, 2 Excused (Dave Mecchi, Lyle Turpin), 0 Abstained.

6. **Informational Items: no action will be taken by the Committee.**

a. **Board of Supervisors Activities.**
Engfer and Goger provided the following updates:
- Board of Supervisors working on a county wide work study.
- Grants – Mariposa Creek Parkway and ADU (Accessory Dwelling Units).

b. **Planning Commission Activities.**
Engfer provided the following updates:
- The Approval of the Biomass Project, PC-Resolution 24-006 Amended Conditions.
- The PC made a recommendation to the Board of Supervisors regarding the zoning ordinance update related to Title 16 & Title 17.
- The Tyler Project (New Development Services Permitting Software)

c. **Member and Staff Activities.**
Nielsen, Ag Commissioner provided an update on their activities:
- Wildlife Services comes in-house from the USDA.
- Livestock Pass and Training are completed in the office.
- Nielsen has been working on the device registration fee and registration process for the new year.

d. **Planning Department.**
Information provided during the Board of Supervisors and Planning Commission update by Engfer and Goger.

7. **Set Next Meeting** (if necessary) **and Adjourn**
   Katy Casner, Planner III, requested a meeting in September for the second or third week. The committee agreed to the next meeting date of September 12, 2024 at 8:30 am.

   By Motion of John Shimer, Seconded by Carla Kelly, there being no further business the meeting was adjourned at 10:45 am. Motion Moved. 4 Ayes, 0 Nays, 2 Excused (Dave Mecchi, Lyle Turpin), 0 Abstained.

Respectfully Submitted by Sophea Craighead, Acting Secretary for Agricultural Advisory Committee, Office Technician, Planning Department



Items that came in after the Agenda and packet was prepared and publicly posted.

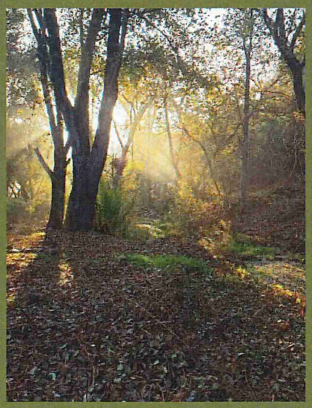
AGRICULTURAL AND WORKING LANDS CONSERVATION PLAN DRAFT 3

AGRICULTURAL ADVISORY COMMITTEE

Discussion on Draft #3 of the Agriculture and Working Lands Conservation Plan

1

AGENDA



1. LAY OUT COMMUNITY CONCERNS AND HOW THEY WERE ADDRESSED
2. DISCUSS FEEDBACK ON DRAFT #3 OF THE AWLCP

2

PLAN FOR DRAFT 3 FEEDBACK

FARM BUREAU	AG ADVISORY	PLANNING COMMISSION	BOARD OF SUPERVISORS

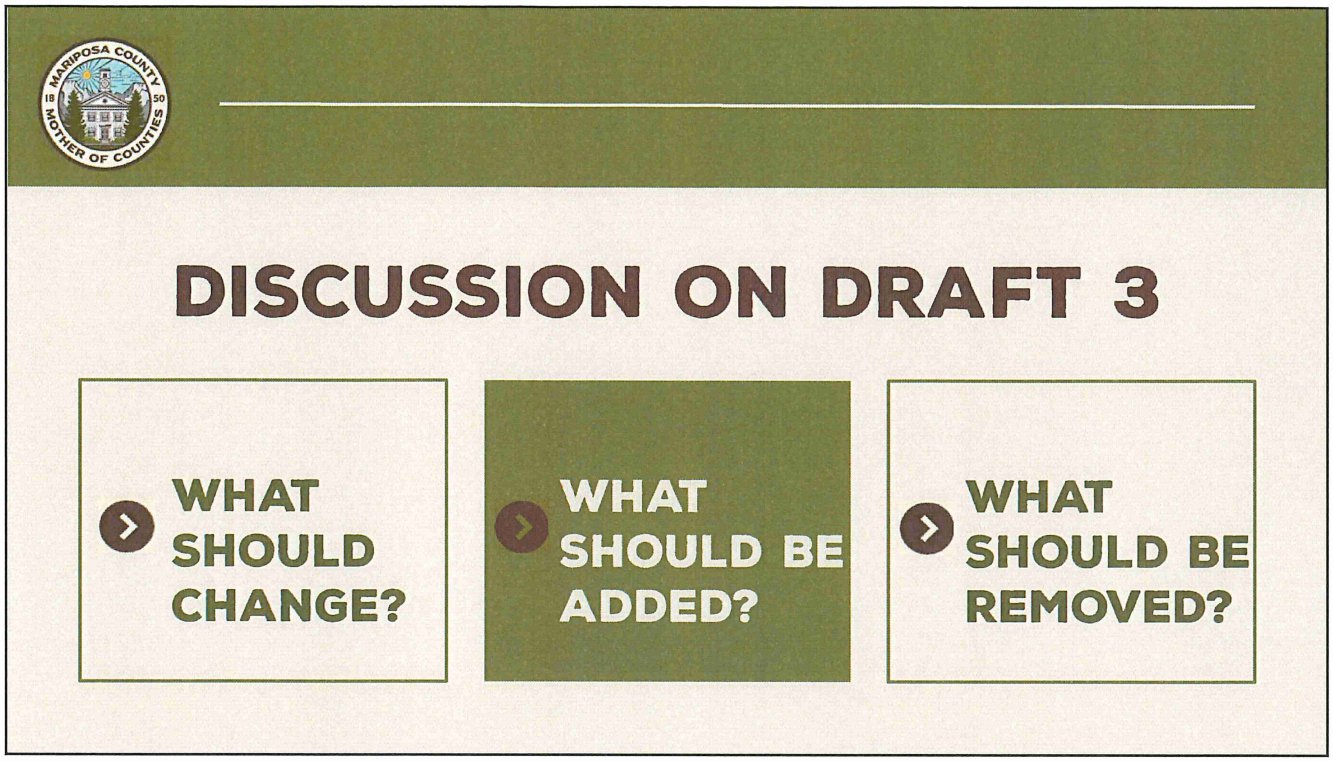
OTHER GROUPS WE ARE SEEKING FEEDBACK FROM: ECONOMIC DEVELOPMENT CORPORATION, SOUTHERN SIERRA MIWUK NATION TRIBAL COUNCIL, AND THE SALC CORE TEAM

3

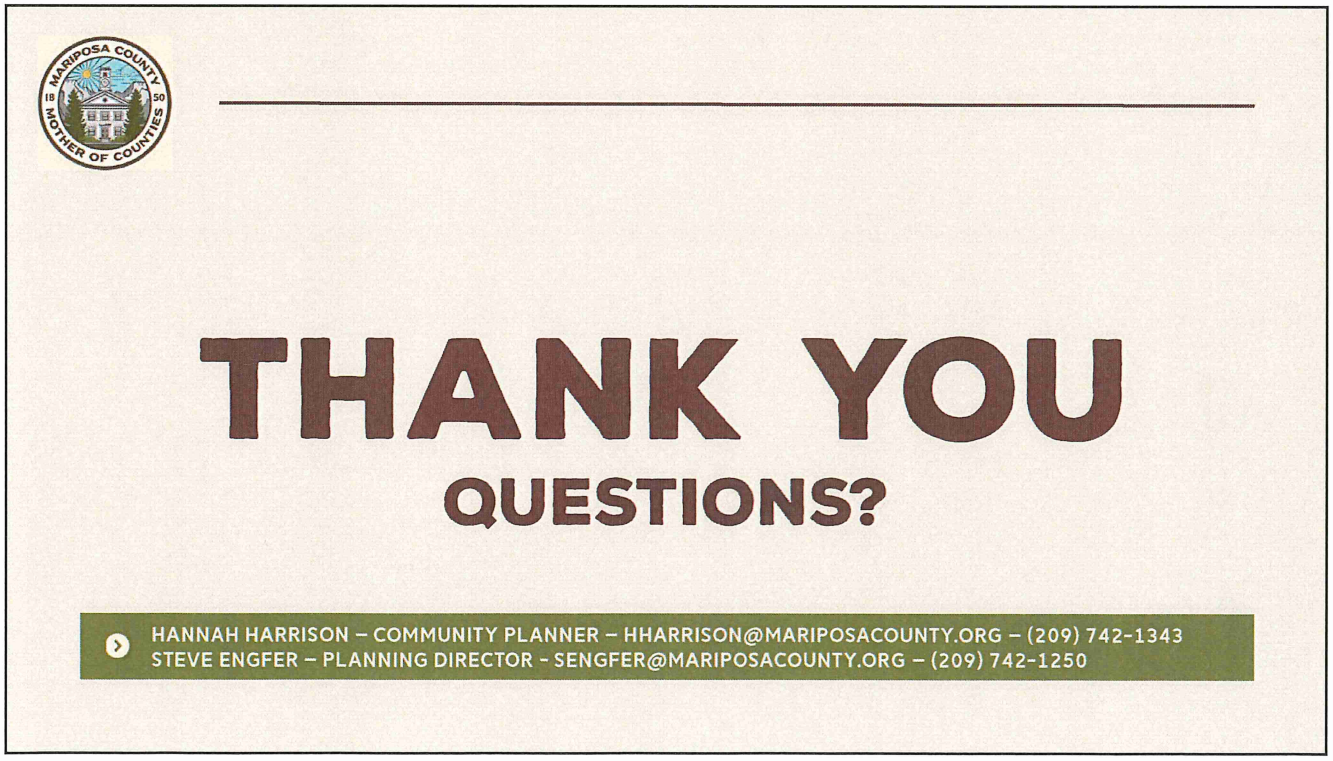
CONCERNS

READABILITY AND NEED FOR LOCAL CONTEXT	REQUIREMENTS FROM THE AG COMMUNITY	IMPLEMENTING THE GENERAL PLAN	ADDITIONAL REGULATIONS AND REQUIREMENTS
CHANGING PROTECTIONS FOR AG	INCLUDING ARTS AND CULTIVATION	30X30 AND SUBVENTION FUNDS	CONFLICTS BETWEEN THE PLAN AND EXISTING REGULATIONS

11


DISCUSSION ON DRAFT 3
WHAT SHOULD CHANGE?
WHAT SHOULD BE ADDED?
WHAT SHOULD BE REMOVED?

12


THANK YOU
QUESTIONS?
HANNAH HARRISON – COMMUNITY PLANNER – HHARRISON@MARIPOSACOUNTY.ORG – (209) 742-1343
STEVE ENGFER – PLANNING DIRECTOR - SENGFER@MARIPOSACOUNTY.ORG – (209) 742-1250

13

Fish Camp Planning Advisory Council
Final Minutes
9:30 a.m., Saturday, July 27, 2024

Call to Order at 9:32 a.m. **Chair Baxter**

1. **Roll Call** **Acting Secretary Reinhardt**
Members Present: Brett Archer, Robert Bassett, Greg Baxter, Jeff Cerioni, James Christian, Greg Farley, William Reinhart, and Greg Royse
Members Absent: Margaret Rolfe, excused

2. Welcome Guests **Chair Baxter**
Guests introduced themselves.

3. Approval of Draft Minutes
Minutes of the April 27, 2023, meeting.
- **a.** Karen Glendinning – Noting several discrepancies MPA EOP:
  - i. Pg 1066 Fish Camp transfer station @ new fire house on Summit
  - ii. Pg 1069 list Wawona Schools:
    1. Yosemite Wawona Elementary Charter Schools
    2. Jack L. Boyd Outdoor Education School
- **b.** Suggestions:
  1. Have copies at all county libraries
  2. Update contact personnel, i.e. sheriff, HHS, CAO, Librarian
- **c.** Approval of April 27 meeting notes approved without substantial changes.

4. Persons wishing to speak on a matter not on the agenda, but within the jurisdiction of the council:
- **a.** Ruthie Milburn – Shout out to Fire Station for support
- **b.** Bill Keller – 4 30-yard dumpsters for pine needle removal provided by Fish Camp Volunteer Fire Association.

5. **Discussion and Approval of Final FCPAC 2023 Annual Report to Board of Supervisors.**
- **a.** Polina Pivak changes to section A
- **b.** Supervisor Smallcome detailing revisions
- **c.** Polina Pivak requesting input for goals/recommendations for next two years
- **d.** Target submission to board end of August

6. Silvertip Project Update **Polina Pivak**
- **a.** Polina Pivak relating content in memorandum
  1. Is there a work plan to Post Office? Polina Pivak unable to speak to issue, will respond.
  2. Will entail removing 6-8' from front of store.
  3. CalTrans rescinded encroachment permit April 27th due to cultural violation.
  4. Army Core of Engineers completing review

7. Discussion on Fish Camp County-Maintained Roads **Hanson and Williams**

a. Sharon Hanson - County Roads maintains 560 miles, funding level $5.8 Mil in budget, funds the entire county. $1.5 M for equipment, about $1.2 Remains for actual road work. For 560 miles, 26 staff members. Requesting $12M dollars or $10M additional to prevent further deterioration of roads.

1. Discussion of origin of funds, Shannon responding with sources (Gas Tax, …).
2. Adam Wimberely responding some allocations are restricted to specific use cases.

b. Joe Williams – 1 ½ years on the job, cleanup transition from White Chief Mountain Road and Forest Service Road.

1. Railroad cutout 20x4' repaired at first dumpster (address)
2. Forest drive hazard tree
3. Summit Road private drive water undermining road, owner contacted.
4. Working to staff brushing crew to work county roads
5. Requests via Email preferred, documents request
6. Bill Keller identifying brushing required on Laurel Drive

8. Ex Officio Reports:

a. USFS, District Ranger — Jennifer Christie, absent

b. CAL FIRE & Engine Co. 33 — Steve Ward, absent

c. Sheriff's Department — Sheriff Jeremy Briese, absent

d. NPS District Ranger — Heidi Edgecombe

1. **No update**

e. Caltrans-Hwy 41 Supervisor — Adam Wimberley

1. Brush removal in process between Coarsegold/Yosemite
2. Outsourced to contractor, traffic control will impact traffic to park.
3. Road improvements continue, no major work planned

f. District I Supervisor — Rosemarie Smallcombe

1. You may hear changes to government structure. Organizational study by Lighthouse, first in Mariposa County. Significant changes to Health and Human services, purchasing functions and in general how the county does business.

g. District I Planning Commissioner — Art Bagget, excused

h. Department of Public Works, Director — Shannon Hansen, present

9. Firewise Report.

a. Supervisor Smallcome - Under county general plan, zoning code pertaining to subdivisions. Development code under revision last five years, first draft to planning commission on August 15. Public comment encouraged.

10. Discussion Regarding YNP Traffic/Entrance on HWY 41 and Impact to FC Community

a. Question regarding resident access to park, Hwy 41 Northbound blocked prior to Fish Camp.

b. No fast pass for seasonal card holder - noting disorder close to the gate (people on roadway)

c. Supervisor Smallcome - reached out to park officials (Joe Meyer) YNP Access Management Plan, public comment section is important.

d. General discussion regarding emergency vehicle response, questions regarding availability of CHP, Sheriff, CalTrans for traffic control.

e. Karen Glendinning – PortaPoties at Goat Meadow, general discussion regarding funding.

11. Snow Removal Update

a. Will Reinhardt – Shout out to CalTrans for clearing Mount Raymond Road to Goat Meadow, reduces impact on village proper, stress on S.C.O.P.E. members to keep order and people off private property.

12. Future Agenda Items

a. Karen Glendinning – Request snow removal update

1. Contract renewed in October

b. Karen Glendinning – Snow Play, Suggesting $7 entrance fee as on HWY 168.

13. Next Scheduled Meeting

a. 10/16/2024

b. 1/25/2024 (needs to be verified)

14. Future agenda items.

A. Discussion of non-County Roads to turn over to County and/or Road Maintenance Districts. Supervisor Smallcombe will ask Joe Williams or Shannon to attend meeting.

15. Next scheduled meetings:

July 27, 2024
October 26, 2024

16. Adjournment. 10:43 a.m.

Mariposa County

http://www.mariposacounty.org/

GARY FRANCISCO	**CHAIR**
HEATHER HUPPE	**VICE-CHAIR**
ADAM FERGUSON	**SECRETARY**
CAROLINE McGRATH	**MEMBER**
CANDY O'DONEL-BROWNE	**MEMBER**
EILEEN COLLINS	**MEMBER**
CHARLES LAMMERS	**MEMBER**
ANGELA HEISS	**MEMBER**
NANCY PARKE	**MEMBER**

FINAL MINUTES OF THE MIDPINES PLANNING ADVISORY COMMITTEE

September 11, 2024 (Approved 11/13/24)

TIME: 6:00 P.M.
LOCATION: MIDPINES COMMUNITY CENTER
MIDPINES PARK, 6364 HIGHWAY 140
MIDPINES, CA 95345

MEMBERS OF THE PUBLIC WHO WISH TO PARTICIPATE IN THE MEETING ARE INVITED TO DO SO BY SUBMITTING WRITTEN COMMENTS (INSTRUCTIONS FOLLOW) OR BY JOINING THE MEETING IN-PERSON.

WRITTEN COMMENTS: Written comments may be submitted via U.S. Postal Service, email or may be dropped off at the Planning Advisory Committee you are commenting to and indicate which "PUBLIC COMMENT ITEM #" (insert the item number relevant to your comment) or "PUBLIC COMMENT NON-AGENDA ITEM" that you are commenting on.

1. Mail - Send written communication to:

Mariposa County Planning Department
PO Box 2039
Mariposa, CA 95338

2. Email - Send an email to the planningdept@mariposacounty.org

3. Drop Off - Written Communication can be dropped off at:

Mariposa County Planning Department
5100 Bullion Street, 1st Floor
Mariposa, CA 95338

No matter which of these formats you choose to use for written communication (Mail, Email or Drop Off) please know that in order to ensure distribution to the Committee prior to their consideration of the agenda, and in order for your written comments to be placed into the record it must be received no later than 8:00 a.m. on the day of the meeting.

In compliance with the American Disabilities Act, if you need special assistance to participate in this meeting, please contact the Clerk of the Board's Office.

A. Call to Order and Roll Call

Seeing a quorum, the regular meeting of the Midpines Planning Advisory Committee (MPAC) was called to order by Chair Francisco at 6:01 PM.
Present: Gary Francisco, Nancy Parke, Adam Ferguson, Charles Lammers, Candy O'Donel-Browne, Angela Heiss, Rosemarie Smallcombe (Supervisor), Caroline McGrath (arrived at 6:08 PM)
Excused: Eileen Collins, Art Baggett (Planning Commissioner), Heather Huppe
Staff: Polina Pivak, Steve Engfer
Guest: Tom McKnight

B. Approval of Minutes

1. Meeting of August 14th, 2024

By a unanimous vote, the MPAC approved a motion by Ferguson, with a second by Heiss, to accept the minutes with corrected.

Corrections: Page 1, #4 Huppe met with Casey not Heiss; Public Comment add 's' to Lammers; Item #5 Correct "Junebug" to "Yosemite Bug"

C. Public Comment on Non-Agenda Items

D. Committee Business

1. Discussion and Preparation of Complete List of Concerns on Highway 140 Safety

Francisco introduced the item and its purpose to effectively communicate concerns to Caltrans. Francisco shared a starting point list of concerns.

Smallcombe provided an update from Caltrans stating that the speed zone study is expected to be completed in late October 2024 and subsequently requires review by other agencies and a development of recommendations, with a final completion date of Spring 2025. Smallcombe is uncertain what extent of Highway 140 will be included in this study.

Francisco stated that the area around Autocamp is known to be unsafe and that the study should start at the top of the grade before Autocamp. Lammers proposed a reduced speed zone from the Midpines sign at the top of the grade to the bridge after the Yosemite Bug, or the second Midpines sign. Speed limit should be reduced from 50 mph to 45 mph.

Lammers stated that there needs to be a "sideways T" sign at any necessary side roads.

By a unanimous vote, the MPAC approved a motion by Heiss, and a second by McGrath to approve and communicate the list of concerns prepared by Francisco with corrections/additions made by the MPAC to Caltrans.

E. Updates and Activity Reports

1. Community Plan Draft Update

Engfer stated that staff needs to prepare the full environmental and plan draft package for public and tribal review.

2. Muir Lodge Site Update
   None. MPAC discussed the ongoing issues with squatters, the low probability of success associated with legal actions, and fire risk.

3. Oak Fire – Update, Evacuation Routes, and Lessons Learned
   Smallcombe provided an update stating that the Sheriff's Office continually evaluates their emergency response and confirms that Sheriff Briese is working directly with the National Park Service to improve their emergency response and a Memorandum of Understanding to share resources.

4. KOA/Terrramor Update
   None. Engfer estimates that a pre-application may be submitted next year. There is no ongoing project except for vegetation removal and water testing.

   Guest, Tom McKnight, asked for clarification on water requirements based on the size of the project. Smallcombe and Francisco described the process that would be required to approve the project.

5. Whispering Pines/Bear Creek Cabins Update
   None.

6. Oak Road Bridge Project Update
   None.

7. CALTRANS Project/Study Update
   a. See Committee Business Item D.1.

8. Planning Commissioner Update
   Engfer stated that there is a joint Board of Supervisors and Planning Commission workshop on September 23rd, 9 AM to Noon to discuss the development code update draft.

9. Supervisor Update
   Smallcombe provided an update on the Guidehouse organizational study, which has moved to implementation of the recommendations, including a transition from the "weak CAO" model to a "strong CAO" model, creation of Development Services, and administration of Board committees.

   Francisco requested an agenda item to discuss the future of MPAC in terms of meeting frequency and structure, especially when it comes to accomplishing the purpose of Planning Advisory Committees to advise the Board of Supervisors and communicate community concerns, while lessening the impact and use of government resources.

F. Future Agenda Items

MPAC directed staff to include the following items on the next agenda:

- Same Updates and Activity Reports
- Discussion on MPAC meeting frequency and structure

G. Adjournment

There being no further business, MPAC was adjourned at 7:44 PM by Chair Francisco.

Mariposa County

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The Planning Department

JACOB HAWLEY	CHAIR
JEANETTA PHILLIPS	VICE-CHAIR
RICHARD WESTFALL	SECRETARY
KATHLEEN LEAVITT	COMMISSIONER
LETHA GOGER	COMMISSIONER
JAZZMYN GEGERE	COMMISSIONER
CLAY RIVER	COMMISSIONER

FINAL MINUTES OF THE HISTORIC SITES AND RECORDS PRESERVATION COMMISSION

SEPTEMBER 13, 2024 (Approved 10/21/24)

TIME: **3:00 P.M.**

LOCATION: **GOVERNMENT CENTER LOWER FLOOR, DEVELOPMENT SERVICES CONFERENCE ROOM, 5100 BULLION STREET, MARIPOSA**

Members of the public who wish to participate in the meeting are invited to do so by submitting written comments or by attending the meeting in person:

WRITTEN COMMENTS: Written comments may be submitted via U.S. Postal Service, email or may be dropped off at the Planning Department. In your written communication please note in the subject line which Planning Advisory Committee you are commenting to and indicate which "PUBLIC COMMENT ITEM #" (insert the item number relevant to your comment) or "PUBLIC COMMENT NON- AGENDA ITEM" that you are commenting on.

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PO Box 2039
Mariposa CA 95338

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Mariposa, CA 95338

No matter which of these formats you choose to use for written communication (Mail, Email or Drop Off) please know that in order to ensure distribution to the committee prior to their consideration of the agenda, and in order for your written comments to be placed into the record it must be received no later than 8:00 a.m. on the day of the meeting.

Persons who, due to a disability, need assistance or special accommodations in order to participate in this meeting should, as soon as possible prior to the meeting, contact the Planning Department at (209) 966-5151 or email planningdept@mariposacounty.org to request special accommodations for persons with disabilities.

1. Call to Order and Roll Call

Seeing a quorum, the regular meeting of the Historic Sites and Records Preservation Commission (HSRPC) was called to order by Chair Hawley at 3:06 PM.

Present: Jeanetta Phillips, Jacob Hawley, Letha Goger, Richard Westfall
Excused: Clay River, Kathleen Leavitt, Jazzmyn Gegere
Staff: Polina Pivak
Guests: Matt Hespenheide, Claudia Gonzales

2. Committee Business

a. Discussion on Upcoming Tour of Mariposa County Historic Courthouse for Potential Future Renovations

Hawley introduced the item.

3. Recess for Tour of Mariposa County Historic Courthouse

Public members are welcome to join; this will be a walking tour beginning at the Development Services Conference Room over to the Courthouse, and returning to the Development Services Conference Room.

Hawley opened discussion. HSRPC discussed the project at a previous meeting and was ready to proceed with the tour. Chair Hawley recessed the regular meeting of the HSRPC at 3:07 PM

Hespenheide showed HSRPC the Courthouse vault exterior, specifically a late 1930s renovation addition between the vault and main courthouse. No exterior modifications are proposed as part of this project, including the vault. Current ADA access is in the rear, but full compliance would require a ramp in the front.

Hespenheide showed HSRPC the old vault and new vault addition.

HSRPC entered the courthouse.

Hespenheide stated that the future project will include interior modifications of the Clerk's Office, Collections to make the spaces ADA compliant.

Hespenheide showed HSRPC the Clerk's Office and Collection's. Both spaces are very small and have been previously modified.

HSRPC asked for clarification on project details. The future project is proposed to include an expansion of the space into the next-door room(s), extension of counter space in height and width, new historic counters, new paint, new tiled carpet, new electrical lighting to match turn of the century design, widen doorways, and preservation of original material and trim as possible. Design options for all project aspects will be presented.

Project will occur in phases to allow for the Courthouse to remain open.

One expansion includes the removal of a non-supporting wall that was added in the 1930s to create storage space.

Phillips asked if any re-siding is to occur. No re-siding, only painting is expected with the project. Goger asked if any repairs, such as cracked trim, is expected. No modifications to interior wall trim are expected. Goger stated that consistency would be nice to achieve. Goger asked about the new door handles to be proposed. Door handles must meet safety requirement, but match what is existing as much as possible. The walls will be replaced with historic wooden tongue and groove instead of the existing 1970s interior wall design. Ceiling will also be renovated to be historically accurate.

Any modifications as part of this project are considered an investment. The courthouse will soon turn 200 years old.

HSRPC toured the law library. The space is used for court sessions.

HSRPC discussed Mariposa County's oldest historical assets.

The project has a strict timeline due to the Courthouse fiscal contribution to the project, which comes from the internal budget.

Pivak asked if the project proponents plan to engage a historic preservationist for CEQA compliance and to prevent any project hold-ups. Hespenheide stated that a report will be sent to the State Historic Preservation Office due to Federal Designation.

HSRPC returned to the Development Services Conference Room.

Reconvene

Chair Hawley reconvened the regular meeting of the HSRPC at 3:56 PM

4. Committee Business (Continued)

a. Continue Discussion on Tour of Mariposa County Historic Courthouse for Potential Future Renovations

Hawley opened discussion. Hawley summarized the proposed project. Hawley asked if formal state and staff review will be completed and presented to the HSRPC. Pivak confirmed.

5. Adjournment

There being no further business, Chair Hawley adjourned the meeting at 4:03 PM.

Respectfully submitted,

Polina Pivak, Housing and Community Development Specialist

Mariposa County

Mariposa County MINUTES of the Planning Commission

http://www.mariposacounty.org/

ART BAGGETT, CHAIR	**DISTRICT I**
WARREN GRAY	**DISTRICT II**
MICK HERMAN	**DISTRICT III**
DENI SMITH, VICE CHAIR	**DISTRICT IV**
JOHN MCCAMMAN	**DISTRICT V**

PLANNING COMMISSION
FINAL ACTION SUMMARY MINUTES

OCTOBER 4, 2024 (APPROVED 11/15/24)

A. Call to Order and Roll Call

Chair Baggett called the meeting to order at 9:01 AM.

Attendee Name	Title	Status	Arrived
Art Baggett	District I	Present	9:00 AM
Warren Gray	District II	Present	9:00 AM
Mick Herman	District III	Present	9:00 AM
Deni Smith	District IV	Present	9:00 AM
John McCamman	District V	Present	9:00 AM

B. Pledge of Allegiance

Commissioner McCamman led the pledge.

C. Public Comment on Non-Agenda Items

Persons wishing to speak on any item of interest within the subject matter or jurisdiction of the Commission that is not on the agenda.

There was no public comment received.

D. Approval of Minutes

1. **Planning**

Planning Commission - Regular Meeting - September 6, 2024

By motion of Commissioner McCamman, seconded by Commissioner Herman, the Planning Commission approved the minutes of September 6, 2024, as presented. Motion passed.

RESULTS: APPROVED

AYES: Commissioner Baggett, Commissioner Gray, Commissioner Herman, Commissioner McCamman.
NOES: None.
ABSTAIN: Commissioner Smith
EXCUSED: None.

2. **Planning**

Joint Meeting - Board of Supervisors and Planning Commission - September 23, 2024

By motion of Commissioner Smith, seconded by Commissioner McCamman, the Planning Commission approved the minutes of September 23, 2024, as presented. Motion passed.

RESULTS: APPROVED
AYES: Commissioner Baggett, Commissioner Gray, Commissioner Smith, Commissioner McCamman.
NOES: None.
ABSTAIN: Commissioner Herman.
EXCUSED: None.

E. Discussion and Direction

1. **Planning**

Planning Commission Development Code Update Draft (Zoning and Subdivision Ordinance) - Workshop 1

Planning Director, Steve Engfer, introduced Planning staff Sarah Williams, Polina Pivak and Ben Goger. Then noted that this is a public workshop and not a public hearing. He stated that the primary purposes of this session was to obtain input from the Planning Commission and the public on the working draft of the Development Code, categorize and prioritize the review approach and discuss the overall community engagement schedule.

A discussion occurred between the commissioners and staff regarding the Planning Commission's regular meeting and workshop schedule. Engfer noted that the intent was that not all commissioners are required to attend the public workshop and not all locations will have the capability to livestream the workshops.

Below are the Planning workshop scheduled dates:
October 26 – Fish Camp Planning Advisory Council
November 1 – Planning Commission meeting cancelled due to lack of quorum.
November 6 – North County Workshop
November 15 – Planning Commission Study Session #2
November 18 – Mariposa Town Workshop (Baggett suggested this workshop should be PC Study Session #3)
November 18-21 – Catheys Valley Workshop (Exact date TBD)
December 6 – Planning Commission Study Session #4
December 20 – Planning Commission Study Session #5 (Baggett suggested moving this meeting to an earlier date)

Engfer noted today's meeting is to address the Housing articles in the Development Code Update.

Public comment was received by the following:

Charles (Chuck) Jones (resident), expressed concerns regarding the exterior lights, trash and parking issues from the number of vacation rentals in Wawona and provided the commission with a handout.

Dana Hellet (resident), expressed her concerns regarding the lack of housing and the increased conversions of homes into vacation rentals. Then suggested that an area should be considered in the Development Code Update for travel trailers to park as a temporary housing solution, and spoke about the carrying capacity in Midpines.

William Perkins (resident,) agreed with Jones regarding the vacation rental issues in Wawona. Then spoke about the Wawona Town Planning Area regarding Accessory Dwelling Units (ADU) and the work force housing issue.

Below are the following questions that were discussed between the commissioners and Pivak:

1. Areas where ADUs may be permitted in Mariposa County.
2. Defining maximum size requirements for detached ADU's and conversion ADU's.
3. Removing parking requirements for ADUs.
4. Maximum height requirement for ADUs.
5. Applying objective non-discretionary historic design review standards to ADUs within historic districts.

Pivak spoke about modifying the density bonus ordinance to exceed state requirements to make Mariposa County eligible for the pro-housing designation (for increased housing funding) which turned into a discussion with the commissioners providing a general consensus to the ADUs. Pivak will bring the revised code sections back to the commission for their review.

Senior Planner, Ben Goger provided an update on the SB 2 Grant, the six cycles of the Development Code, and explained the reasons for why the housing topics required rapid advancement.

Baggett asked Goger for an update on the pre-approved ADU plans and the housing trust fund. Goger noted that the pre-approved ADU plan set will be available by the end of the year. Then noted that they are working with Stanford Fellowship for the housing trust fund.

A discussion occurred regarding the park model recreational vehicles (RVs) or tiny homes and the commission proposed to remove the provisions to allow people to live in the RVs due to the shortage of housing and provide workforce housing. They discussed the setback requirements for ADUs and parking requirements in the county.

Commissioner Herman left the meeting at 10:46 AM.

Recess was taken at 10:52 AM and reconvened at 11:07 AM.

Public comment received by the following:

Floyd Davis (resident), provided recommendations regarding the setback regulations pertaining to fire, ADU

using the clustered housing concept, and a possible solution to parking regulations.

Frank Dean, (President, Yosemite Conservancy), spoke about the lack of housing in Yosemite National Park and their plan to create housing on their 40 acre for the National Park Services and the Yosemite Conservancy employees.

John Duffy and Miranda Taylor (Building Design Group), expressed their concerns regarding the plans set taking business away from them, and provided an update on the new ADU State Law requirements regarding the density and square footage.

William Perkins (Wawona resident), spoke about the Wawona Town Planning Advisory Committee regarding the MOU and the National Park Services constraints.

Engfer expressed appreciation to everyone in attendance and encouraged the public to attend the future Planning Commission meetings and the Development Code Workshops.

F. Commissioner Reports

No reports were received.

G. Information Items None.

H. Future Agenda Items None.

I. Adjournment

There being no further business, the meeting was adjourned at 11:38 AM.

Respectfully submitted,

ART BAGGETT, Chair
Mariposa County Planning Commission

SOPHEA CRAIGHEAD, Secretary
Mariposa County Planning Commission

Note: Full audio recordings of the minutes are available from the Planning Department by request or online: Agendas & Minutes | Mariposa County, CA - Official Website

Mariposa County

http://www.mariposacounty.org/

PLANNING DEPARTMENT

AVA BURNS	**CHAIR**
JACKIE BAXTON	**MEMBER**
CARA GOGER	**MEMBER**
KIM BRISACK	**MEMBER**
XAVIER DUBOIS	**MEMBER**
GAIL DREIFUS	**MEMBER**
JUNE MCCRORY	**MEMBER**
ABBY MILLER	**SECRETARY**
JEANETTA PHILLIPS	**MEMBER**
ERICA WOLFSEN	**MEMBER**

FINAL MINUTES OF THE **CREATIVE PLACEMAKING STRATEGY ADVISORY COMMITTEE**

October 21, 2024

TIME: 12:00 P.M.
LOCATION: GOVERNMENT CENTER, UPPER FLOOR
BOARD OF SUPERVISORS CHAMBER
5100 BULLION STREET, MARIPOSA

Audio of the meeting streams on the internet but has a 1-4 minute time lag. Consequently, members of the public who wish to provide input from off-site are invited to do so by using the above call in line or by submitting written comments.

Written comments may be submitted via U.S. Postal Service, email or may be dropped off at the Planning Department. In your subject line, please note the Merced River Trail Community Working Group and which agenda item you are commenting on.

1. Send written communication to: Mariposa County Planning Department
   PO Box 2039
   Mariposa, CA 95338
2. Send an email to: planningdept@mariposacounty.org
3. Drop off written communication at: Mariposa County Planning Department
   5100 Bullion Street, Lower Floor
   Mariposa, CA 95338

No matter which of these formats you choose to use for written communication (Mail, Email or Drop Off) please know that in order to ensure distribution to the Group prior to their consideration of the agenda, and in order for your written comments to be placed into the record it must be received prior to the end of the meeting.

In compliance with the American Disabilities Act, if you need special assistance to participate in this meeting, please contact the Clerk of the Board's Office.

1. Call to Order and Roll Call

Seeing a quorum, the regular meeting of the Creative Placemaking Strategy Advisory Committee (CPSAC) was called to order by Chair Burns at 12:02 PM.

Present: Ava Burns, Jeanetta Phillips, Erica Wolfsen, June McCrory, Cara Goger, Gail Dreifus

Excused: Kim Brisack, Xav Dubois, Abby Miller, Jackie Baxton

Staff: Polina Pivak, Hannah Harrison

Guests: Jacob Hawley, Clay River, Letha Goger

2. Approval of Minutes

a. Meeting of May 20, 2024

By a unanimous vote, the present CPSAC approved a motion by Dreifus and a second by Goger to approve the minutes as presented with an abstention from Phillips.

3. Public Comment on Non-Agenda Items

Phillips commented that the tribal display on the Mariposa Creek Parkway still needs maintenance. Harrison stated that the County is seeking funding to maintain the display.

4. Update on the *Working Lands, Working Artists* Project

Harrison said that she has no update. Burns encouraged the committee to view the completed art pieces in Coulterville and Midpines County Park. There is one more art piece to be finished by Wolfsen that is waiting on confirmation from Public Works on whether pumphouse will be removed before Wolfsen begins the mural. Burns provided an update on the events that showcased the art pieces and explained that everyone can find information on this project on the Arts Council website.

5. Update on the *Mariposa Gateway Elements* Project

Harrison stated that the project is complete except for the landscaping around the feather sculptures and encouraged the committee to view the new Mariposa Gateway Elements. Hawley recommended utilizing Americorps and the local master gardener program. River also recommended contacting the community pollinator program because they just received grant funds.

6. Presentation of an Upcoming Mariposa County Project: *Historic Preservation in the Present Tense*

Burns and Harrison introduced item in reference to the memorandum attached to the meeting packet for the item with emphasis on collaboration between the Historic Sites and Records Preservation Commission and CPSAC, a description of the Request for Proposals (RFP) process, and final capstone project.

Goger asked what kind of consultant will be taking on the project. Harrison and Pivak stated that the individual or group will need to be qualified in historic preservation in addition to community planning.

McCrory asked how tribal representation will be included on the project. Pivak and Harrison affirmed that this will be part of the project. Pivak clarified that the Historic Design Review Guidelines only apply to the review of architecture in the Mariposa and Coulterville Historic Design Review Districts and a historical narrative or context statement should be a separate document that includes the entire history of the area. River stated that tribal history is very important to the region and should be considered as part of the Guidelines development process. Pivak affirmed.

Goger asked about how the review process for art will manifest. Harrison stated that this will be discussed and decided by the collaborative ad-hoc committee. Pivak stated that code changes will likely be required for the new public art review process.

Burns encouraged the committee to review the Creative Placemaking Strategy and hopes that the project provides inspiration to the community.

Hawley emphasized the collaborative goal of this project.

Dreifus recommended that a local youth artist be involved in the decision-making and/or capstone for this project. Goger reminded the group that the Creative Placemaking Strategy and California encourages that creative development and arts education be included in future projects.

River stated that the National Fund for Historic Preservation has free technical assistance for related projects.

7. Future Agenda Items

CPSAC directed staff to include the following items on the next agenda:

- Discussion and potential direction to create ad-hoc committee to establish database and/or map for art projects
- Arts Council Artist in residency program planning for the Mariposa Creek Parkway

8. Adjournment

There being no further business, Chair Burns adjourned the CPSAC meeting at 12:44 PM.

Respectfully Submitted by,

Polina Pivak, Housing and Community Development Specialist

MARIPOSA COUNTY
DEPARTMENT OF PUBLIC WORKS

Roads – Parks & Recreation – Facilities – Airport
Engineering – Surveying – Transportation – Utility Operations
Fleet Maintenance – Solid Waste - Cemeteries

TEAM, SERVICE, STEWARDSHIP

4639 Ben Hur Road
Mariposa, CA 95338
(209) 966-5356 office
(209) 966-2828 fax
mariposacounty.org

YOSEMITE WEST DISTRICT ADVISORY COMMITTEE

ACTION SUMMARY MINUTES
September 12, 2024

10:05 am Called to Order

Attendee Name	Title	Status
Tom Lambert	Chair	Present
Debra Kroon	Vice Chair	Present
Malcolm Neal	Member	Present
Art Cormier	Member	Present
John Mock	Member	Present
Ted Williams	Member	Present
John Luthey	Plant Ops Manager	Present
Sam Cerveny	Deputy Director PWD	Present
Matt Hespenheide	County Engineer	Present
Rosemarie Smallcombe	Supervisor District I	Absent

1. Introductions

None

2. Public Comment

Tom Lambert asks for patching to be done on the roads before the winter weather arrives.

3. Approval of Minutes

Approve minutes of June 13, 2024 (M) Debra Kroon (S) Art Cormier

4. Discussion and Action Items

1. Approve updated By-Laws

Supervisor Rosemarie Smallcombe and John Mock had been discussing discrepancies in the By-laws regarding minutes. Deputy Director Sam Cerveny states that Public Works will continue to complete the minutes providing there is Public Works staff available. Member Debra Kroon states that Article 4 Section C regarding a quorum need clarification from the Clerk of the Board. John Mock suggests tabling the By-laws for now

to get more clarity on the quorum requirements. Sam explains Sections A & B, articles 1 & 2 are committee specific. A conversation ensues regarding the secretary and responsibility of minutes. Motion to go back to the Board and the Clerk of the Board for clarification and to change Section C articles 3 & 4 (M) John Mock (S) Debra Kroon. Tom Lamber & Ted Williams abstain, balance of members ayes.

5. Updates and Reports

a. Fiscal Update, including normal reporting of status of account with a summary historical comparison if available.

i. Fund 3535
ii. Fund 3322

The fund balances are not completed, Sam Cerveny states they will be available on September 30, 2024. Chair Tom Lambert requests distribution of the fund balances be sent to the committee members as soon as they are available. Member Ted Williams would like to know the cumulative fund balance of account 3322 and believes it should be a standard presentation to the committee, he would also like to see all the bond account balances. John Mock would like to see the Yosemite West Renewal and Extension fund which County Counsel and the Treasurer's Office can provide which accounts are used for equipment and expectations of when the sewer plant has reached its lifetime usage and needs for replacement. This is important information for the bondholders.

b. IRWM - Black Water Engineering Update

County Engineer Matt Hespenheide presents a draft report of making modifications to the leach field, Matt requested Black Water to give an estimate on a hypothetical permitted amount of 100,000 gallons. The estimated cost would be two million dollars, Matt conveyed to the firm that the grant was only for $436,000. Matt then asked for them to develop a plan for half of a million-dollar project.

Matt would like to explore other opportunities such as a fuel reduction project on the 80 acres that were purchased that would coincide with leach field improvements. A project will need to be created in order not to lose the grant. Matt would like to see a road cut through the property that was purchased from the existing plant to the plateau area where there is a higher infiltration rate. Full build out has been determined to be 293 parcels.

Matt will provide bid and spec documents to spend a portion of the money, the contract awarded will be for the next construction season.

c. Operations Update

i. Flow Rates

Utilities Manager John Luthey reports that the flow rates have been consistent, there were hits on the BOD and TSS due to not being able to waste the solids as intended.

The clarifier is operational again. Repairs are needed on the wasting valve to move solids out of the clarifier and send it to the tank.

John is working to get the flushing program for the hydrants reinstated, the hydrants have not been consistently flushed in many years.

Spray field and sprinklers are currently being used.

John is currently doing a lead pipe survey in all the districts as required by the EPA. A work plan will be established to submit to the state. John will look at the oldest homes first for the pipe survey.

ii. Maintenance Issues

Discussion of Proposition 218

Sam Cerveny is still waiting for the fund balances from the Auditor's Office.

d. Rate Study Update

Sam Cerveny states that a new study will not need to be done, the county engineer will have to review and update the values from the old studies. The rate increase will include water, sewer, and roads with roads done separately. Ted Williams asked if there is a proposed set of rates that can be submitted to the committee prior to the December meeting. Sam doesn't expect those rates until early next year.

e. New Capital Improvement Plan

John Mock asked for clarification on the additional water line to the wastewater plant. John Luthey explains that a water line needs to be installed, currently no source for fresh water for washing or cleaning of anything.

g. Chair's Report on Yosemite West Property and Homeowners Community Meeting

Discussed above.

G. Next Meeting

a. Suggested Agenda items

Ted Williams asks for an update on the second well.

b. Next meeting scheduled for December 12, 2024

H. Adjournment

Respectfully submitted,

Jean Dordan
Executive Assistant

Mariposa County
Department of Public Works

Roads – Parks & Recreation – Facilities - Airport
Engineering – Surveying – Transportation – Utility Operations
Fleet Maintenance – Solid Waste - Cemeteries

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Mariposa, CA 95338
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AIRPORT ADVISORY COMMITTEE

ACTION SUMMARY MINUTES
August 12, 2024

A. 3:05 pm Called to Order

Attendee Name	Title	Status
Roy Anderson	Chair	Present
Gary Friesen	Vice Chair	Present
Ruth Sellers	Member	Excused
Joe Coho	Member	Present
Rick Leinheuser	Member	Present
Pat Skogen	Member	Absent
Ron Rohde	Member	Present
Aitor Loymendy	Member	Present
Sam Cerveny	Dep. Director of PWD	Present
Jean Dordan	Executive Assistant	Present
Miles Menetrey	Supervisor District V	Present
Shannon Poe	Supervisor District II	Absent
Shannon Hansen	Director of PWD	Present
Tim Wennberg	Guest	Present
Tony Borreson	FBO	Present
Paul Wignall	Guest	Present
Jaye Ferris	Guest	Present

B. Introductions

None

C. Public Comment

Joe Coho speaks of his appreciation for fire personnel and how quickly they were able to get on the recent fire.

Andy Ferris voices his concerns on the state of the airport when Airborrn Aviation's contract expires, he asks about the county's plan of action, and hopes for new management. He questions the termination of water because "someone was stealing water" that turned out to be a hose bibs that is mainly used to wash

windshields. Andy believes Airborrn has done a good job managing the airport and bringing in new businesses.

Guest Tim Wennberg (signs in as “Joe Schmo” on the sign-in sheet) has been utilizing the airport for 42 years and this is the best operation yet, he has heard that the county will take over operations and is concerned about increased costs. With regard to the county’s purchase of hangar 52, Tim notes the hangars are over 30 years old and asked if the supervisors are misinformed about the hangars. Tim thinks the County should be purchasing brand-new hangars and has requested a copy the budget but has not received it. Claus Heddergot’s hangar fee doubled and expects the county will raise all rates. Tim would like to see the airport not run at a deficit or increase the rates.

Ron Rohde has been at the airport 3 year and used several other airports and states that the service far exceeds any other airport.

Deputy Director Sam Cerveny made it clear that the county did not terminate the contract, Tony wanted to leave 6 months before the end of the contract. What the county will do is take over necessary inspections, operation of the terminal, and management of the lease agreements. The county will look for a mechanic and someone to take over other airport operations. Sam also states that the water wasn’t just a hose issue, it was two hoses where holes were cut in two hangars to run the hoses. One of the hangars has an RV in it.

Paul Wignall of Yosemite Skydive states that it is his hangar, the RV is not hooked up and is only there for pilots to rest if they have had several flights that day. The hose is there to pressure wash his hangar three or so times a year because of the dust and dirt while working on planes. Stan must fill a bucket of water for his swamp cooler. Sam explains that water is a luxury that the two hangars don’t pay and that is not accessible to other hangars. Sam checked into a water system for the airport so that all have access to water and will be metered. It is not required to have water service to a building not occupied by humans.

Aitor Loymendy emphasizes that tenants need water to function and if meters need to be installed, the airport should do it and give water to those that choose to use it and pay for it.

D. Approval of Minutes

June 10, 2024, tabled for updates, approve at the next meeting.

E. Action Items

None

F. Updates and Reports

1. FBO Report

   Tony states they are leaving as the FBO in December and doesn't feel like they are wanted there anymore by the county. Tony thanks county for painting the fuel farm. The hangar 52 purchase started a false rumor that the county was going to buy all the hangars. Tony distributed the letter that he sent the county to end the contract. Tony wants to have a good relationship with the county. Ron Rohde asks if there is a list of tasks that County will be required to assume. Tony will give it the list to Ron.

2. Safety Report

   There have been three helicopter companies at the airport in the last three months which created a lot of dust and dirt, but states they did a good job cleaning up but there is still an issue.

3. Public Works Report

   Grant spending/Projects FY24, the tank inspection cost was $3,545.00, new carpet for the terminal cost was $10,574.65, the fuel tank paint & maintenance cost was $42,944.33 leaving a balance of $2,936.02 which will be used for hydrant repair.

   USFS Heli-base's revenue for July 16-21, 2024, was reported at $2,317.25. Current base revenue is pending upon completion of operations. The Cal Trans Airport Permit Compliance Inspection is scheduled for August 27, 2024, at 1:30 pm.

   There was grant approval from the RWQCB for decommissioning of UST monitoring wells. All costs for removal of the tank, monitoring, and decommission will be reimbursed.
   There have been several back gate repairs, there is a sensor problem. Sam would like to switch to solar.

   The purchase for hangar 52 will be complete on August 30, 2024. The hanger will produce revenue and is located near other county owned hangers, the county paid $5,000 more than the original asking price due to a competitive bid. The purchase was made in accordance with the terms of the lease agreement.

   There is a $9,000 quote for new airport signage that includes lights, and decorative rock.

   Tim Wennberg asks about electrical service for the hangars. Hangars that are on the communal system are billed to Tim Wennberg. Tim states that the hangars

on the block that include hangar 52 are the best at the airport. Sam is looking into electrical submetering for tenants who want it a long with water service.

G. Discussion Items - from the last meeting

1. What will be the role of the committee after Airborrn Aviation ceases its portion of the business that involves the terminal building.

   Roy would like to address a discussion item at each meeting in the future. What do the members of the committee see as their role in the future when and if Airborrn Aviation leaves the airport completely.

   Andy Ferris would like to see a better working relationship between Public Works, the county, and the pilots. There was a time when there was no transparency, and decisions were being made without the knowledge or input of the tenants.
   Sam Cerveny states that he has been updating the committee at every meeting as to the status of repairs and progress of projects.

   Tim Wennberg asks why we don't build more hangars and thinks we should be pursuing hangar grants. He wants to figure out a way to build more hangars.
   Guest Jaye Ferris suggests that larger hangars would attract business such as FED-X.

   Roy asks discussion items to be addressed by suggestions sent to Jean Dordan and some type of summary can be composed by Public Works.

   Ron Rhode comments that a commercial hangar could house up to five planes. There is an issue with transportation for pilots into town. The committee would like to see more attention to the airport. There was discussion at one time to have YARTS come down Mt Bullion Cutoff on to Highway 49 North, the problem is that a YARTS bus can't negotiate the turn on 140 & Mt Bullion Cutoff. Miles Menetrey suggests the committee write a letter to YARTS, Miles is the current chair of the YARTS JPA and is happy to deliver the letter and readdress the issue. Tony is willing to donate a piece of his land on Highway 49 North for the purpose of a bus route.

2. What does this Committee feel has been accomplished in the last 5 years, that can be directly attributed to this Committee?

3. What does this Committee want to see happen, in the next 5 years, that will be most beneficial for the continued growth of the Airport?

4. How would this Committee define growth, as those words are directed to define growth at our airport?

5. Would this Committee be willing to compile and issue to the Board of Supervisors, a report that states what our Committee, the Airport Advisory Committee feels about how Mariposa Board of Supervisors has acted in favor of furthering the growth of our airport, in addition to how the BOS has acted in the last 5 years, to further the growth of the airport.

6. Ask the BOS for a report on its plan, if any, to further the growth of the Airport.

   Roy would like to discuss items that are of any interest in detail; discussing one item per meeting.

H. Next Meeting

The next meeting is scheduled for October 14, 2024 at 3:00 pm

I. Adjournment

The meeting adjourned at 4:30 pm

Respectfully submitted,

Jean Dordan
Executive Assistant

Commission on Aging of Mariposa County
Post Office Box 99 / 5362 Lemee Lane Mariposa,
CA 95338

MINUTES

(DRAFT)

Wednesday, October 23, 2024

IN-PERSON MEETING

Location:

Health & Human Services @
5362 Lemee Lane, Mariposa, CA 95338

1. **Call to order and Introductions:** Completed at 10:06 AM by Candy O'Donnel-Browne.
    a. **HHSA Staff Members -** Jason Allen, Jeff Dilbeck, Lydia Arre & Terri Peresan
    b. **Voting Members Present –** Linda Pribyl, Candy O'Donnel-Browne & Don Fox
    c. **BOS Representative** – Rosemarie Smallcombe
    d. **Guests –** N/A
    e. **Absent:** Lindsay Burtle - Unexcused and Nina Rhodes – Excused

2. **Public Comments:**
    a. N/A

3. ADA Draft Transition Plan:

a. Rosemarie mentioned that it sounds like we will be unable to move forward with absorbing the scope of the ADA committee. This Commission can continue to discuss ADA and be used as an informant body.

b. Don expressed concerns about the county having staff that represent people with different disabilities and that meet requirements of having been properly trained.

c. Discussion was held around how ADA concerns are gathered, evaluated and solutions are implemented fairly and consistently.

4. Approval of July 24, 2024 Minutes: (Attachment A)

a. By unanimous vote, the committee approved the motion of Don with a second by Linda, to approve the minutes of July 24, 2024.

5. Updates Regarding SB1249:

a. CA Dept of Aging staff have been meeting with different Area Agencies on Aging as well as other stakeholders and are working on completing the process of implementing SB1249. The feds require that states come into compliance by the end 2024.

6. Rosemarie:

a. Report given above.

7. Senior Center Program Manager Report:

a. Lydia Arre established with Gail Dryfus from the Arts Counsel. Starting on the first Monday in November they will be coming in weekly and hosting six-week courses, a new activity and course will be started every six weeks.

b. A senior firewood program is starting mid November and will be held at the county landfill and hosted by CalFire. Coulterville will have a separate program held in Greeley hill. Working on an agreement to have maintenance staff available to deliver wood to clients in an emergency situation.

c. Mentioned a program with search and rescue to deliver food or fuel to people snowed in.

d. Home delivered meal numbers are approaching the level of the congregate dine-in levels and percentages used for number breakdowns may need to be reevaluated.

e. The North County Restaurant program is still going strong and seeing lots of participants. Participants can dine at both the Coultercafe and the Copperpot Cafe.

8. Adult & Aging Deputy Director Report:

a. Terri reported approximately 360 active In-Home Supportive Services (IHSS) cases in Mariposa. AB 135 made changes regarding how people needing services are referred causing an uptick in referrals received for both adults and children.

b. Terri will be retiring in December; her position will be overfilled. APS currently looking for Social Workers. The senior center is currently looking to fill a permanent part-time Kitchen Assistant position. IHSS currently looking to fill positions for a Social Worker Supervisor 1 and a Social Worker 1.

9. Commissioners' Reports:

a. D1: N/A.

b. D2: N/A

c. D3: N/A

d. D4: N/A

e. D5: N/A

f. At-Large: N/A

10. Old Business:

a. N/A

11. Adjournment: @ 11:31 AM.

12. Next Scheduled Meeting: January 22, 2025.

Mariposa County
Department of Public Works

Roads – Parks & Recreation – Facilities - Airport
Engineering – Surveying – Transportation – Utility Operations
Fleet Maintenance – Solid Waste - Cemeteries

4639 Ben Hur Road
Mariposa, CA 95338
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WATER AGENCY ADVISORY BOARD

ACTION SUMMARY MINUTES

July 18, 2024

A. 3:00 pm Called to Order

Attendee Name	Title	Status
Mike Guenther	Chair	Present
Sonny Palmer	Vice Chair	Present
Michael Martin	Member	Present
John McCamman	Member	Present
Mark Rowney	Member	Absent
Dave Conway	Member	Present
Susan Wages	MPUD	Absent
Matt Hespenheide	PWD County Engineer	Present
Joan Zierott	PWD	Present
Matiel Holloway	PWD	Present
Sam Cerveny	PWD Deputy Director	Present
Jean Dordan	PWD Executive Assist	Present
Wes Smith	Mariposa OES	Present
Danette Toso	Supervisor District III	Excused
Shannon Poe	Supervisor District II	Absent
Steve Dahlem	County Counsel	Present
Art Baggett	Guest	Present
Bill Leonard	South Sierra Miwuk	Present
Ben Goger	Planning	Present
Nick Zaninovich	Black Water Eng	Present
Chris Johnson	Pegis Groundwater	Present
Tom Birmingham	Flying M Ranch	Present
Wes Myers	Flying M Ranch	Present
Lou Myers	Flying M Ranch	Present

B. Introductions

None

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C. Public Comment

None

D. Approval of Minutes

1. Approve the minutes of April 25, 2024

   Moved to next meeting, John McCamman did not attend the meeting and cannot vote to approve the minutes.

E. Action Items

1. Approval of updated by-laws

   John McCamman asked for clarification of a quorum. Resolution 09-1 amends Resolution 23 which increases the quorum size to four members.

2. Presentation from Wes Meyers of Flying M Ranch

   Chris Johnson representing Pegis Groundwater introduces himself. Chris explains that Merced Irrigation District (MID) would like to raise McSwain dam by 65 feet to add another 21,830-acre feet of water to Lake McSwain. Mr. Johnson proposes a project at Burns Dam taking advantage of potential of water storage that will benefit Mariposa County, MID, & Flying M Ranch. Burns Dam is located on the Flying M Ranch but belongs to the Army Corp of Engineers who built the dam in 1950 for flood control and is authorized for hydroelectric use. The dam is located in Merced County 1.2 miles from the county line. It is 9.7 miles from McSwain and 14.4 miles from Exchequer Dam. The dam can hold 21,000-acre feet of water. It will need to be determined what kind of upgrades would need to be made. The movement of water from the Merced River will increase flows at Burns Creek and Bear Creek. This could also recharge ground water.

   There will need to be a Memorandum of Understanding (MOU) with all three entities; the County, MID, and Flying M Ranch. The parties jointly would pursue legislation and share project costs. The project would also require an amendment to the settlement agreement with MID. This must be presented to the Board of Supervisors (BOS) for approval to move forward.

   Flying M Ranch offered to approach MID with this concept. Bill Leonard representing the Southern Sierra Mi-Wuk Nation expressed his concern about rejuvenation of the water and the covering of the petroglyphs due to higher water levels. Lou Meyers would like to work on a preliminary MOU with MID.

F. Discussion Items

1. Continued discussion of the review of MID settlement payments and audit report

The final report from Charles River and Associates has been completed. The report must be approved by the BOS before it can be released to the committee or the public.

Recess Water Agency Advisory Board

G. Water Agency Advisory Board to sit as the Drought and Water Shortage Task Force

1. Discussion of Resiliency Plan

Matt Hespenheide has nothing to report. Blackwater is not ready today for a presentation. Matt will put together an outline of what the report will look like. It will be challenging to get accurate information on private domestic wells. The county's role needs to be defined.

Reconvene as the WAAB

H. Next Meeting

August 22, 2024

I. Adjournment

Meeting adjourned at 4:06 pm

Respectfully submitted,

Jean Dordan
Executive Assistant

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: December 3, 2024

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Receive the List of Software as Service License Agreements Entered into by the County Administrative Officer (Purchasing Agent) Pursuant to Resolution 22-116 Entered Into, Received, and Processed in October and November 2024

RECOMMENDATION AND JUSTIFICATION

Receive the List of Software as Service License Agreements Entered into by the County Administrative Officer (Purchasing Agent) Pursuant to Resolution 22-116 Entered Into, Received, and Processed in October and November 2024.

Per Resolution 22-116 Section 5.2.1.4, the Board is to receive a monthly informational item with a synopsis of agreements entered into for that particular month.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board receives a synopsis of Software as a Service License Agreements executed each month.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board will be unaware of the Software Agreements that the CAO has authorized as the Purchasing Agent.

FINANCIAL IMPACT

Not Applicable

ATTACHMENTS

1. **Software as a Licence Report - 12-3-24**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District I Supervisor Rosemarie Smallcombe
SECONDER: District II Supervisor Shannon Poe
AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

Software Report

Board Agenda Item for 12-3-24

Contractor	Amount	Term	Service	Department
Tangent for Email Filtering Services	$4,205.50	10/16/24-10/15/25	Tangent for email filtering services	Technical Services
Thomson Reuters	$0.00	9/1/24-3/31/26	SaaS-CLEAR	HHSA

APA= Assistant Purchasing Agent (Department Head)

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: December 3, 2024

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Receive the List of Agreements Entered into by the County Administrative Officer (CAO) (Purchasing Agent) Pursuant to County Code Chapter 3.08, Entered into, Received and Processed in October and November of 2024

RECOMMENDATION AND JUSTIFICATION

Receive the List of Agreements Entered into by the County Administrative Officer (CAO) (Purchasing Agent) Pursuant to County Code Chapter 3.08, Entered into, Received and Processed in October and November of 2024.

Per Resolution 05-400, the Board is to receive a monthly informational item with a synopsis of agreements entered into for that particular month.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board receives a synopsis of CAO Executed Agreements each month.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board will be unaware of the contracts that the CAO has authorized.

FINANCIAL IMPACT

Not Applicable

ATTACHMENTS

1. CAO Approved agreements 12-3-24

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

BOARD REPORT ON CAO EXECUTED CONTRACTS

Board Agenda Item for (12-3-24)

Contractor	Amount	Term	Service	Department
Self Help Enterprises	$0	7/1/24-6/30/25	Letter of Addendum for FY25 Rates, Loan Portfolio Management Agreement	Admin
San Joaquin Drug, Inc	$50,000	7/1/24-6/30/25	Pharmaceutical - Jail Based Services	HHSA
Sierra Foothill Conservancy	$50,000	7/1/24-6/30/25	Land based support, funding acquisition, funding support and advisory & advocacy	Admin
Jb Anderson Land Use Planning Inc	$50,000	11/8/24-6/30/25	On call contract planning services	Planning
Bryan B. Cooper	$14,400	11/1/24-10/31/25	Lease (5036 County Park Road #A)	HHSA
AECOM	$49,950	10/17/24-6/30/24	Local Hazard Mitigation Plan	Sheriff
Jennifer Moore	$40,000	11/1/24-10/31/25	Counseling	HHSA
ClientFirst	$15,000	1/1/25-12/31/25	Consulting and Support Services	Technical Services
Bartle Wells Associates	$27,980	10/11/24-12/31/25	Water,Sewer and Road Maitenance Rate Studies	Public Works
Adobe	$44,267	11/5/24 - 11/4/25	Adobe VIP Renewal	Technical Services
Socorro Saavedra	$25,000	7/1/24-6/30/24	Supervision-Clinical Supervison	HHSA
Northern Mariposa County History Center	$21,600	7/1/24-6/30/25	Grant Agreement for Coulterville Museum/History Center Activities	Admin
Santa Cruz HIO Dba: SCHIO Serving Communities Health Information	$54,000	signing-6/30/27	Data Exchange-Electrical Health Exchange	HHSA
Richard F. Roesch	$7,800	7/1/24-6/30/25	Lease 5026 Broadway, Coulterville Ca	HHSA
Teledata Services	$8,435	120 Days from Signing	Fiber Installation	Technical Services
Advanced IPM	$45,300	7/1/24-6/30/25	Pest & Squirrel Control	Public Works
Correct-Care Intergrated Health, Inc	$25,000	7/1/24-6/30/25	Medical Related Administrative Services	Sheriff

APA= Assistant Purchasing Agent (Department Head)

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: December 3, 2024

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Receive the List of Agreements Entered into by the Mariposa County Department Heads (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in October and November 2024

RECOMMENDATION AND JUSTIFICATION

Receive the List of Agreements Entered into by the Mariposa County Department Heads (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in October and November 2024.

Per Resolution 05-400, the Board is to receive a monthly informational item with a synopsis of agreements entered into for that particular month.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board receives a synopsis of Department Head Executed Agreements each month.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board will be unaware of the contracts that the Department Heads have authorized as Assistant Purchasing Agents.

FINANCIAL IMPACT

Not Applicable

ATTACHMENTS

1. Department Head Approved Agreements 12-3-24

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District I Supervisor Rosemarie Smallcombe
SECONDER: District II Supervisor Shannon Poe
AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

Department Head Approved Agrement

Board Agenda Item for 12/3/24

Contractor	Amount	Term	Service	Department
S&S Electric	$4,197.50	10/17/24-6/30/25	Electrical Services	Sheriff
Translation & Interpretation Network	$2,800.00	10/1/24-9/30/25	Translation & Interpreter Services	DA
Yosemite Glass & Window	$500.00	10/1/24-12/31/24	Glass & Installation	HHSA
MariPress Web Designs	$8,374.00	11/6/24-6/30/25	LSTA Grant Digital Workshops	Library
The Community Planning Collaborative	$7,885.00	8/1/24-12/21/24	ADU Incentive Study	Planning
Jones Mayer	$20,000.00	5/1/24-6/30/24	Law Enforcement Consultation/Representation	Sheriff
Jorgensen Company	$1,008.00	9/30/24-6/30/25	Mariposa County Landfill Fire Extinguishers	Public Works
Scott's Cleaning Service	$2,500.00	10/2/24-12/31/24	Cleaning Services	HHSA
Independent Investigation LLC	$20,000.00	11/23/23-11/22/24	Investigative Services	Sheriff
ACTenviro	$17,719.97	5/1/24-12/31/24	First amendment housholds hazardous waste locker clean-out	Public Works
Bar Psychology	$10,000.00	7/1/24-6/30/25	Preemployment Psychological Evaluations	Sheriff
Brand Automotive Services	$2,500.00	9/1/24 - 11/30/24	Repair/Parts	HHSA
Native Solutions Family Guidance Center	$1,900.00	8/20/24 - 10/31/24	Child Welfare Assistance	HHSA
Yosemite Fire & Security	$5,500.00	7/1/24-6/30/25	Access Control Panel Upgrade	HHSA
Yosemite Fire & Security	$1,969.75	7/1/24-6/30/25	Fire Extinguishers	Sheriff
Castech Pest Service	$5,500.00	7/1/24 - 6/30/25	Pest Control Services	Sheriff
47th Place One Carpet Floor and Home	$1,057.81	10/7/24 - 12/31/24	Moisture Test for Environmental Health and Building Department	Public Works

Scott's Cleaning Service	$500.00	8/15/24-10/15/24	Cleaning - 5036 County Park Road #B	HHSA
E&E Transport, LLC	$2,900.00	9/20/24-12/31/24	Transport-Transporting Trailers	HHSA
Central Valley Forensic Nursing Specialist, Inc	$20,000.00	7/1/24 - 6/30/25	Sexual Assult Examination Services	Sheriff
Orin Good Plumbing	$3,380.19	7/1/24-6/30/25	Plumbing Services	Sheriff
Jerico Protection Company	$20,000.00	12/1/23-6/30/25	Fire Sprinkler System Service & Repair	Sheriff

APA= Assistant Purchasing Agent (Department Head)

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-508

MEETING: December 3, 2024

TO: The Board of Supervisors

FROM: Steven Ward, Division Chief

RE: Accept Grant Award from the 2023 CAL FIRE Wildfire Prevention Grant in the Amount of $2,075,922.02; Approve Budget Action Increasing Revenue and Appropriations in the Public Works Department Budget to Recognize the Grant Funds ($2,075,922.02) (4/5ths Vote Required); Authorize the Board of Supervisors Chair to Sign the Grant Agreement and Any Amendment (Subject to Approval as to Legal Form by County Counsel); and Authorize the Director of Public Works to Sign Any Subsequent Documents Related to the Grant (Subject to Approval as to Legal Form by County Counsel)

RECOMMENDATION AND JUSTIFICATION

Accept Grant Award from the 2023 CAL FIRE Wildfire Prevention Grant in the Amount of $2,075,922.02; Approve Budget Action Increasing Revenue and Appropriations in the Public Works Department Budget to Recognize the Grant Funds ($2,075,922.02) (4/5ths Vote Required); Authorize the Board of Supervisors Chair to Sign the Grant Agreement and Any Amendment (Subject to Approval as to Legal Form by County Counsel); and Authorize the Director of Public Works to Sign Any Subsequent Documents Related to the Grant (Subject to Approval as to Legal Form by County Counsel)

This CCI Wildfire Prevention Grant funds projects in and near wildfire threatened communities to increase protection of people, structures, and communities. In cooperation with Mariposa County Public Works, Mariposa County Fire submitted and was awarded a grant for fuel reduction roadside vegetation brushing in high and very high wildfire risk areas along Mariposa County maintained roads, within county owned property, as well as conduct a roadside vegetation management education campaign for residents along treated roadways. Priority road treatment locations have been determined by Public Works, County Fire, and CalFIRE based on fire risk assessments, the Mariposa County Community Wildfire Protection Plan, and conditions of the roadways currently. The increased revenue and appropriations in the Public Works budget would be utilized over the term of the grant over the next five years.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Mariposa County Board of Supervisors approved submission of the application this grant and allowing Board of Supervisors Chair to sign the agreement, resolution 2023-655.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Mariposa County will forfeit these funds and will not be able to complete the roadside fuel reduction

included in this project.

FINANCIAL IMPACT

There is no County match for this grant. A budget item will include an increase in funding for Public Works during the duration of the grant in a total of $2,075,922.

ATTACHMENTS

1. **5TR23204 Agreement**
2. **Budget Action 3630_WF Prev**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

DEPARTMENT OF FORESTRY AND FIRE PROTECTION
P.O. Box 944246
SACRAMENTO, CA 94244-2460
(916) 653-7772
Website: www.fire.ca.gov

November 5, 2024

John Patton
Mariposa County
4802 State Highway 140
Mariposa, CA 95338

5TR23204; Mariposa County, "Mariposa County Roadside Vegetation Treatment"

This Agreement cannot be considered binding on either party until approved by appropriate authorized CAL FIRE designee. No services should be provided prior to approval, as the State is not obligated to make any payments on any Agreement prior to final approval. FAILURE TO RETURN ALL DOCUMENTS BY DATE BELOW MAY RESULT IN LOSS OF FUNDING.

Please contact Mike Keyser at (559) 706-8824 if you have questions concerning services to be performed.

1. ☒ Full grant agreement including terms and conditions, project grant application form, scope of work, budget, map, and other exhibits enclosed. Please sign, scan, and return the agreement to Aaron Sabin at Aaron.Sabin@fire.ca.gov no later than **December 3, 2024.**

   Alternatively, you may opt to print (single sided), sign in blue ink, and return the agreement with original signature to:
   CAL FIRE
   Attn: Grants Management Unit/FP Grants
   P.O. Box 944246
   Sacramento, CA 94244-2460

   In order to expedite your agreement, a scanned/electronic signature copy of the agreement is preferred.

2. ☐ Enclosed for your record is one fully executed copy of the agreement referenced above. When billing for services performed under this agreement, your invoices must reference the agreement number above and be submitted to the contract manager.

Thank you,

Aaron Sabin
Grants Analyst
Grants Management Unit

CC: Mike Keyser
Southern Region Grants
Nadine Scarbrough

Enclosures

State of California
Department of Forestry and Fire Protection (CAL FIRE)
Office of the State Fire Marshal
GRANT AGREEMENT

APPLICANT: **Mariposa County**

PROJECT TITLE: **Mariposa County Roadside Vegetation Treatment**

GRANT AGREEMENT: **5TR23204**

PROJECT PERFORMANCE PERIOD is from date of latter signature by CAL FIRE Deputy Director or Grantee through March 15, 2030.

Under the terms and conditions of this Grant Agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through the Department of Forestry & Fire Protection, agrees to fund the project up the total state grant amount indicated.

PROJECT DESCRIPTION: The project will provide wildfire vegetation management along roads to help prevent the start and spread of wildfires, increase safe evacuation capability and responder ingress and egress, and provide education to the community about the importance of maintenance of roadside vegetation. The total acreage treated will be 834.5 acres along 1,771 parcels, with 1,338 of those parcels containing habitable structures.

Total State Grant not to exceed $ **2,075,922.02** (or project costs, whichever is less).

The Special and General Provisions attached are made a part of and incorporated into this Grant Agreement.

Mariposa County	**STATE OF CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION**
Applicant	
By	By
Signature of Authorized Representative	
Print Name/ Title:	Title: **Frank Bigelow, Deputy Director**
Date	Date

CERTIFICATION OF FUNDING

GRANT AGREEMENT NUMBER 5TR23204	PO ID	SUPPLIER ID 0000028196
FUND 3212	FUND NAME Timber Regulation and Forest Restoration Fund	
PROJECT ID N/A	ACTIVITY ID GRANTS	AMOUNT OF ESTIMATE FUNDING **$ 2,075,922.02**
GL UNIT N/A	BUD REF 101	ADJ. INCREASING ENCUMBRANCE **$ 0.00**
PROGRAM NUMBER 2470010	ENY 2024	ADJ. DECREASING ENCUMBRANCE **$ 0.00**
ACCOUNT 5340580	ALT ACCOUNT 5340580000	UNENCUMBERED BALANCE **$ 2,075,922.02**
REPORTING STRUCTURE 35405909	SERVICE LOCATION 96295	

Acknowledged - I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.

Certification of CAL FIRE Accounting Officer — Date

TERMS AND CONDITIONS OF GRANT AGREEMENT

I. RECITALS

1. This Agreement, is entered into between the State of California, by and through the California Department of Forestry and Fire Protection (CAL FIRE), hereinafter referred to as "STATE" and, Mariposa County, hereinafter referred to as "GRANTEE".

2. The STATE hereby grants to GRANTEE a sum (hereinafter referred to as "GRANT FUNDS") not to exceed Two Million, Seventy Five Thousand, Nine Hundred Twenty Two Dollars, and Two Cents ($2,075,922.02).

3. In addition to the terms and conditions of this Agreement, the STATE and GRANTEE agree that the terms and conditions contained in the documents set forth below are hereby incorporated and made part of this agreement.

   a. California Climate Investments Department of Forestry and Fire Protection Wildfire Prevention Grants Program Procedural Guide 2023-2024

   b. The submitted Application, Scope of Work, Project Workbook, GHG Emissions Workbook and Exhibits

II. SPECIAL PROVISIONS

1. Recipients of GRANT FUNDS pursuant to California Public Resources Code Section §4124.5 shall abide by the provisions in this Agreement. This includes the requirement that work shall not commence prior to the execution of this Agreement by both parties. Any work started prior to the execution of this Agreement will not be eligible for funding under the terms of this Agreement.

2. As precedent to the STATE's obligation to provide funding, GRANTEE shall provide to the STATE for review and approval a detailed budget, specifications, and project description. Approval by the STATE of such plans and specifications, or any other approvals provided for in this Agreement, shall be for scope and quality of work, and shall not relieve GRANTEE of the obligation to carry out any other obligations required by this Agreement, in accordance with applicable law or any other standards ordinarily applied to such work or activity.

3. All informational products (e.g., data, studies, findings, management plans, manuals, photos, etc.) relating to California's natural environment produced with the use of GRANT FUNDS shall be available for public use.

III. GENERAL PROVISIONS

1. Definitions

   a. The term “Agreement” means grant agreement number 5TR23204.

   b. The term “GRANT FUNDS” means the money provided by the STATE to the GRANTEE in this Agreement.

   c. The term “GRANTEE” means an applicant who has a signed Agreement for the award for GRANT FUNDS.

   d. The term “Other Sources of Funds” means all matching fund sources that are required or used to complete the Project beyond the GRANT FUNDS provided by this Agreement.

   e. The term “STATE” means the State of California, Department of Forestry and Fire Protection (CAL FIRE).

   f. The term “Project” means the development or other activity described in the “Project Scope of Work”.

   g. The term “Project Budget Detail” as used herein defines the approved budget plan.

   h. The term “Project Scope of Work” as used herein means the individual scope of work describing in detail the approved tasks.

2. Project Representatives

The project representatives during the term of the agreement will be:

STATE: CAL FIRE	GRANTEE: Mariposa County
Section/Unit: MMU Madera – Mariposa – Merced Unit	Section/Unit: N/A
Attention: Michael Keyser	Attention: John Patton
Mailing Address: 5366 Highway 49 North Mariposa, CA 95338	Mailing Address: 4802 State Highway 140 Mariposa, CA 95338
Phone Number: (559) 706-8824	Phone Number: (209) 742-1303
Email Address: Michael.Keyser@fire.ca.gov	Email Address: jpatton@mariposacounty.org

Changes to the project representatives during the term of the agreement shall be made in writing. Notice shall be sent to the above representative for all notice provisions of this Agreement.

3. Project Execution

a. Subject to the availability of grant monies, the STATE hereby grants to the GRANTEE a sum of money (GRANT FUNDS) not to exceed the amount stated on Section I. RECITALS, Paragraph 2 in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of the Project in this Agreement and its attachments and under the terms and conditions set forth in this Agreement.

b. GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the Project. Any amendment to the Project as set forth in the Application on file with the STATE must be submitted to the STATE for approval in writing. No amendment is allowed until written approval is given by the STATE.

c. GRANTEE shall complete the Project in accordance with the time of Project performance set forth in this Agreement, unless an amendment has been approved and signed by the STATE under the terms and conditions of this Agreement. Amendments must be requested in advance and will be considered in the event of circumstances beyond the control of the GRANTEE, but no less than 60 days from the Agreement expiration date. The STATE may waive the minimum timeframe for amendments at their discretion. Approval of amendment is at the STATE's discretion.

d. GRANTEE certifies that the Project Scope of Work complies with all local, State, and federal laws and regulations.

e. GRANTEE shall comply with the California Environmental Quality Act (CEQA) (Public Resources Code, Section 21000, et. seq. Title 14, California Code of Regulations, Section 15000 et. seq.) and all other local, State, and federal environmental laws. A copy of the certified CEQA document must be provided to STATE before any GRANT FUNDS are made available for any Project activity that could directly impact the environment (e.g. cutting, piling or burning bush, masticating, dozer work, etc.). CEQA compliance shall be completed within one (1) year from start date of the Agreement. The start date is considered the latter date of signature by the Grantee Authorized Representative or CAL FIRE Deputy Director. GRANT FUNDS will be made available in advance of CEQA compliance for project activities that do not have the potential to cause a direct environmental impact (e.g. project planning, locating and marking property or project boundaries, contacting and signing up landowners, etc.).

f. GRANTEE shall permit periodic site visits by representative(s) of the STATE to ensure program compliance and that work is in accordance with the approved Project Scope of Work, including a final inspection upon Project completion.

g. GRANTEE, and the agents and employees of GRANTEE, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents, of the STATE. No person who, as an officer, employee, or agent of the STATE participated in the preparation or creation of or determination to award this Grant Agreement shall serve as an agent or employee of GRANTEE including but not limited to those acts prohibited by Government Code Sections 1090, and 87100.

4. Project Costs and Payment Documentation

a. Payment by the STATE shall be made after receipt of an acceptable invoice and approval by a duly authorized representative of the STATE. GRANTEE shall submit an invoice for payment to the CAL FIRE Project Representative of the STATE. A final invoice shall be submitted no later than 30 days after completion, expiration, or termination of this Agreement.

b. For services satisfactorily rendered, and upon receipt and approval of invoices for payment, the STATE agrees to compensate GRANTEE for

actual expenditures incurred in accordance with the rates and activities specified in the Final Project Budget Detail, Application, Scope of Work and Exhibits, and made a part of this Agreement.

c. Equipment purchased using GRANT FUNDS, wholly or in part, must be used by the GRANTEE for the project for which it was acquired. STATE retains a vested interest in the equipment for the useful life of the equipment, even after completion of the grant. GRANTEE shall provide written disposition of the equipment upon completion of the grant and upon any changes to the disposition of the equipment. Such disposition must be approved in advance by STATE. Equipment purchased using GRANT FUNDS cannot be used as collateral, financed, or sold without prior written approval from the STATE. Grantee must provide reporting on equipment disposition no less frequently than biannually to CAL FIRE or upon CAL FIRE's request after completion of the grant project until notified in writing by the CAL FIRE Wildfire Prevention Grant Program that additional reporting is no longer required.

d. GRANTEE shall submit, in arrears, not more frequently than once a month, and required quarterly, an invoice to the STATE for costs paid by GRANTEE pursuant to this Agreement. In the event no expenses are incurred, GRANTEE shall identify that no costs have been incurred within the respective quarterly progress report in lieu of submitting a zero-balance invoice. Each invoice shall contain the following information: the Agreement number, the dates or time period during which the invoiced costs were incurred, signature of an authorized representative of GRANTEE, expenditures for the current invoice and cumulative expenditures to date by major budget category (e.g., salaries, benefits, supplies, etc.), match funds when applicable, and appropriate supporting documentation consistent with the Project Costs section, as detailed in the California Climate Investments Department of Forestry and Fire Protection Wildfire Prevention Grants Program Procedural Guide 2023-2024.

e. GRANT FUNDS in this Agreement have a limited period in which they must be expended. All GRANTEE expenditures must occur prior to the end of the Project performance period of this Agreement.

f. Except as otherwise provided herein, GRANTEE shall expend GRANT FUNDS in the manner described in the Budget approved by the STATE. The dollar amount of an item in a budget category may be increased or decreased by up to ten percent (10%) of the budget item through reallocation of funds from other budget categories, without approval by the STATE; however, GRANTEE shall notify the STATE in writing when any such reallocation is made, and shall identify both the item(s) being increased and those being decreased. Any increase or decrease of an

item of more than ten percent (10%) of the budget category must be approved in writing by the STATE before any such increase or decrease is made. A formal approved amendment is required to increase the total amount of GRANT FUNDS.

g. GRANTEE shall promptly submit any and all records at the time and in the form as the STATE may request.

h. GRANTEE shall submit each invoice for payment electronically using the grants management system identified by CAL FIRE. Hard copy submissions will not be accepted.

i. Notwithstanding any of the provisions stated within this Agreement, the STATE may at its discretion make advance payment from the grant awarded to the GRANTEE if GRANTEE is a nonprofit organization, a local agency, a special district, a private forest landowner or a Native American tribe. Advance payment made by the STATE shall be subject to the following provisions.

- GRANTEE shall submit a written request identifying how funds will be used over a six-month period. The written request must be accompanied by an invoice that contains the same level of detail as a regular invoice.
- GRANTEE shall file an accountability report with STATE four months from the date of receiving the funds and every four months thereafter.
- Multiple advance payments may be made to a GRANTEE over the life of a project.
- No single advance payment shall exceed 25% of the total grant amount. For grants funding equipment, the maximum advance request may be increased up to 50% of the total grant amount or cost of equipment purchase, whichever is less. Advance funds and must be spent on eligible costs within six months of the advance payment receipt.
- GRANTEE may request additional time to spend advance funds but must be approved in writing by the STATE. CAL FIRE will bill for the return of unliquidiated advance funds after the approved timeframe.
- All work under a previous advance payment must be fully liquidated via an invoice and supporting documentation and completed to the STATE’s satisfaction before another advance payment will be made.
- Any advance payment received by a GRANTEE and not used for project eligible costs within the time period approved by STATE

shall be returned to the STATE. The amount will be returned to the grant balance.

- Advance payments must be deposited into an interest-bearing account. Any interest earned on advance payment funds must be accounted for and used toward offsetting the project cost or returned to the STATE.

j. The GRANTEE shall immediately reimburse or credit, as determined by the STATE, the STATE for any over payment of any invoice, including final invoice, when either party determines an overpayment was made.

5. Budget Contingency Clause

a. If STATE funding for any fiscal year is reduced or deleted for purposes of the Wildfire Prevention Program California Climate Investments Grant Program, the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or if possible and desirable, offer an Agreement amendment to GRANTEE to reflect the reduced amount available for the Project.

6. Project Administration

a. GRANTEE must report to the STATE all sources of other funds for the Project. If this provision is deemed to be violated, the STATE will request an audit of GRANTEE and can delay the disbursement of funds until the matter is resolved.

b. GRANTEE shall promptly submit written Project reports as the STATE may request throughout the term of this Agreement.

c. GRANTEE shall submit a final accomplishment report, final invoice with associated supporting documentation, and copies of materials developed using GRANT FUNDS, including but not limited to plans, educational materials, etc. within 30 days of Project completion.

7. Financial Records

a. GRANTEE shall retain all records described in Section 7(c) below for three (3) years after final payment by the STATE. In the case an audit occurs, all such records shall be retained for one (1) year from the date the audit is completed or the three (3) years, whichever date is later.

b. GRANTEE shall maintain satisfactory financial accounts, documents, and records for the Project and make them available to the STATE for review during reasonable times. This includes the right to inspect and make

copies of any books, records, or reports of GRANTEE pertaining to this Agreement or matters related thereto.

c. GRANTEE shall keep such records as the STATE shall prescribe, including, but not limited to, records which fully disclose (a) the disposition of the proceeds of state funding assistance, (b) the total cost of the Project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the Project cost supplied by other sources, and (d) any other such records as will facilitate an effective audit. All records shall be made available to the STATE, other State of California agency, or other entity as determined by the State of California for auditing purposes at reasonable times.

d. GRANTEE shall use any generally accepted accounting system.

8. Research

a. GRANTEE that receives funding, in whole or in part, in the form of a research grant shall provide for free public access to any publication of a peer-reviewed manuscript describing STATE funded knowledge, STATE funded invention, or STATE funded technology shall be subject to the following conditions:

i. GRANTEE is responsible for ensuring that any publishing or copyright agreements concerning peer-reviewed manuscripts fully comply with this section
ii. GRANTEE shall report to STATE the final disposition of the peer-reviewed manuscript, including, but not limited to, if it was published, date of publication, where it was published, and, when the 12-month time period from official date of publication expires, where the peer-reviewed manuscript will be available for open access.

b. For a peer-reviewed manuscript that is accepted for publication pursuant to the terms and conditions of this Agreement, the GRANTEE shall ensure that an electronic version of the peer-reviewed manuscript is available to STATE and on an appropriate publicly accessible repository approved by the state agency, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, the California State University's ScholarWorks at the Systemwide Digital Library, or PubMed Central, to be made publicly available not later than 12 months after the official date of publication. GRANTEE shall make reasonable efforts to comply with this requirement by ensuring that the peer-reviewed manuscript is accessible on an approved publicly accessible repository, including notifying the state agency that the manuscript is available on a state-agency-approved repository. If the grantee is unable to ensure that

his or her manuscript is accessible on an approved, publicly accessible repository, the grantee may comply by providing the manuscript to the state agency not later than 12 months after the official date of publication.

c. For publications other than those described in (b), including scientific meeting abstracts, GRANTEE shall comply by providing the manuscript to the STATE not later than 12 months after the official date of publication.

d. The grant shall not be construed to authorize use of a peer-reviewed manuscript that would constitute an infringement of copyright under the federal copyright law described in Section 101 of Title 17 of the United States Code and following.

e. Use of GRANT FUNDS for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution are allowable costs but must be within the GRANT FUNDS and item 4 of the agreement.

f. GRANTEE may request a waiver to the publication requirement if GRANTEE has an existing publication requirement that meets or exceeds the requirements of the research provision. Waiver shall include information on GRANTEE's existing requirements. Approval of the waiver is at STATE's discretion.

9. Project Termination

a. This Agreement may be terminated by the STATE or GRANTEE upon 30-days written notice to the other party.

b. If either party terminates the Agreement prior to the completion of the Project, GRANTEE shall take all reasonable measures to prevent further costs to the STATE under the Agreement and the STATE shall be responsible for any reasonable and non-cancelable obligations incurred by GRANTEE in the performance of this Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.

c. Failure by GRANTEE to comply with the terms of this Agreement may be cause for suspension of all obligations of the STATE hereunder at the discretion of the STATE.

d. Failure of GRANTEE to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of the STATE hereunder if in the judgment of the STATE such failure was due to no fault of GRANTEE. At the discretion of the STATE, any amount required to settle at minimum

cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.

e. Final payment to GRANTEE may not be made until the STATE determines the Project conforms substantially to this Agreement.

10. Hold Harmless

a. GRANTEE shall defend, indemnify and hold the STATE, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of GRANTEE, its officers, agents, or employees. The duty of GRANTEE to indemnify and hold harmless includes the duty to defend as set forth in Civil Code Section 2778. This Agreement supersedes GRANTEE's right as a public entity to indemnity (see Government Code Section 895.2) and contribution (see Government Code Section 895.6) as set forth in Government Code Section 895.4.

b. GRANTEE waives any and all rights to any type of express or implied indemnity or right of contribution from the STATE, its officers, agents, or employees for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement.

c. Nothing in this Agreement is intended to create in the public or in any member of it rights as a third-party beneficiary under this Agreement.

11. Tort Claims

FEDERAL:

The United States shall be liable, to the extent allowed by the Federal Tort Claims Act 28 United States Code 2671-2680, for claims of personal injuries or property damage resulting from the negligent or wrongful act or omission of any employee of the United States while acting within the scope of his or her employment, arising out of this Agreement.

STATE:

The State of California shall be liable, to the extent allowed by law and subject to California Government Code, Title 1, Division 3.6, providing for the filing of tort claims against the State of California, for personal injuries or property damage resulting from the negligent or wrongful act or omission of State of California

employees while acting within the scope of his or her employment, arising out of this Agreement.

12. Nondiscrimination

    The State of California prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, sex, marital status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. GRANTEE shall not discriminate against any person on any of these bases.

13. Conflict of Interest

    GRANTEE or anyone acting on behalf of GRANTEE shall not have any conflicting personal and/or financial interests in carrying out the duties of the Agreement.

14. Incorporation

    The grant guidelines and the Project Scope of Work, Project Budget Detail and any subsequent amendments or modifications to the Project Scope of Work and Project Budget Detail approved in writing by the STATE are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

15. Severability

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

16. Waiver

    No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

17. Assignment

    This Agreement is not assignable by GRANTEE either in whole or in part.

18. Survival Clause

The obligations of the Parties under Section III General Provisions, Items 4 (c) and (j) of the Project Costs and Payment Documentation and Item 10 Hold Harmless of this Agreement shall survive the termination or expiration of the Agreement.

23-WP-MMU- 58467316

Application Form :

Profile : jpatton@mariposacounty.org

Project Information

Project Name/Title : Mariposa County Roadside Vegetation Treatment

In which county is the majority of your project located? : Mariposa County

The full Project Tracking Number will be auto-generated within Grants Portal. Please use the format 23-WP-UUU and replace your 3-character unit identifier from your selected county above. : 23-WP-MMU-

Are there additional counties? : No

Did you have communication with CAL FIRE about this project? : Yes

In which California State Assembly district(s) is your project located? :

8th - Calaveras, Fresno, Inyo, Madera, Mariposa, Mono, Tuolumne

In which California State Senate district(s) is your project located? :

4th - Alpine, Amador, Calaveras, El Dorado, Inyo, Madera, Mariposa, Merced, Mono, Nevada, Placer, Stanislaus, Tuolumne

Project End Date : 2030-03-15

Project Description Summary

Please provide a paragraph summarizing proposed project including the location, habitable structures, acres treated, etc. : Mariposa County Roadside Vegetation Treatment project will provide critically needed wildfire vegetation management along county-maintained roadways in Mariposa County to help prevent the ignition and spread of wildfires, increase safe evacuation capabilities and fire responder ingress and egress, and provide a program to educate community members about the importance of county maintenance of roadside vegetation. The fuels management aspect of this project will include roadside vegetation treatment, as well as equipment and supplies necessary for implementation and ongoing maintenance. The primary focus of this project is Hazardous Fuels Reduction, with Wildfire Prevention Education as a secondary focus. The fuels treatments will take place along 132 miles of county-maintained roadways in very high/high/moderate wildfire risk areas as identified in the Mariposa County Community Wildfire Protection Plan (CWPP) and the California FRAP Fire Hazard Severity Zones. Vegetation treatment will be conducted within 26 feet from the center of road surface on each side and and/or to the top or bottom of a cutbank slope. The total acreage along all roadways will be 834.5 acres. Properties along the treated road contain 1338 habitable structures.

Award Request Amount

Total Amount of Award Request : $2,075,922.02

Indirect Cost Rate

Are you requesting an Indirect Cost Rate in excess of 12%? : No

Organization Information

Organization Type : Incorporated Cities and Counties

Board Resolution or Attesting Document : 23-WP-MMU-58467316-Mariposa County Board Resolution.pdf

Applicant Name/Sponsoring Organization : Mariposa County

Project Manager Name : John Patton

Project Manager Mailing Address : 4802 State Highway 140

Project Manager Mailing Address Line 2 :

City : Mariposa

State : US-CA

Zip Code : 95338

Project Manager Phone Number : (209) 742-1303

Project Manager Email : jpatton@mariposacounty.org

Project Activities

For which primary activity is funding being requested? : Hazardous Fuels Reduction

Primary Vegetation Management Practice Type : Roadside Clearance

Does the project include Grazing as a component of the hazardous fuels reduction project? : No

Does the project include transportation and/or disposal of woody biomass : Yes

Project Treatment Area

Primary Land Cover Type : Woodland

Primary Land Ownership Class : Local Government

Does your project include work on Tribal Lands? : No

Limiting Factors: Check the box if there are any existing forest or land management plans; Conservation Easements; Covenant, Conditions & Restrictions (CC&R's); matters related to zoning; use restrictions, or other factors that can or will limit the fire prevention proposed activity? :

Timber Harvest Plans (THP): For Hazardous Fuels Reduction projects, If there is a timber harvesting document on any portion of the proposed project area for which a "Notice of Completion" has not been filed with CAL FIRE check the box. :

California Environmental Quality Act (CEQA) Compliance: Describe how compliance with CEQA will be achieved in the Scope of Work. Is there an existing CEQA document that addresses this project or can be used to meet CEQA requirements?

Please indicate the CEQA document type (For planning, education and other projects that are exempt from CEQA, select "Not Applicable") : Will File

Existing Document Identification Number :

Federal Responsibility Area: Does your project include work on Federal Lands that might require a National Environmental Policy Act (NEPA) document, or use a framework similar to Good Neighbor Authority? : Yes

If yes, select all that apply: :

National Environmental Policy Act

Community Metrics

Fire Risk Reduction Community List (FRRC)

Is the Sponsoring Organization a local agency? (city, county, or other publicly funded entity serving a city and/or county) : Yes

If yes, please select from the Fire Risk Reduction Community List options : Sponsoring Organization is using the application towards meeting the FRRC List eligibility requirements

If yes, is the Sponsoring Organization reporting defensible space data to CAL FIRE? : No

Community at Risk: Is the project associated with a community that is listed as a Community at Risk? : Yes

Number of Risk Communities in the project area : 8

Disadvantaged/Low Income Community: Is the project associated with a disadvantaged/low-income community? : Yes

If Yes, select all that applies: :

Low Income

Project Area Statistics: For all Hazardous Fuels Reduction projects, provide an estimate of the Treatment Influence Zone (TIZ) acres. Include Local Responsibility Area (LRA), Federal Responsibility Area (FRA) and State Responsibility Area (SRA) as applicable for TIZ.

The Treatment Influence Zones (TIZ) are the treatment areas within a project, where on-the-ground activities are accomplished. There can be multiple treatment areas associated with a project. Wildfire Prevention Planning and Wildfire Prevention Public Education projects will NOT have treatment areas.

Local Responsibility Area (LRA) Treatment acres :

Federal Responsibility Area (FRA) Treatment acres : 39.94

State Responsibility Area (SRA) Treatment acres : 794.55

Total Treatment Acres : 834.49

Fire Hazard Severity Zones (FHSZ)

What Fire Hazard Severity Zones (FHSZ) are in the project area? Fire Hazard Severity Zone ratings are available at: https://osfm.fire.ca.gov/what-we-do/community-wildfire-preparedness-and-mitigation/fire-hazard-severity-zones (https://osfm.fire.ca.gov/what-we-do/community-wildfire-preparedness-and-mitigation/fire-hazard-severity-zones). Copy and paste the link or right-click to open in a new tab. Please provide an approximate number of acres or percentage of the project area in each zone.

Number of Acres in the Very High SRA FHSZ : 493

Number of Acres in the Very High LRA FHSZ :

Number of Acres in the High SRA FHSZ : 302

Number of Acres in the High LRA FHSZ :

Number of Acres in the Moderate SRA FHSZ :

FHSZ Total Acres : 795

Document Uploads

Letters of Support :

Letters of Commitment :

In addition to the online project mapping program treatment Geopoint and polygons, include a pdf map(s) of the project with the project application. The maps shall meet the requirements of Appendix G in the Procedural Guide.

PDF Project Map : 23-WP-MMU 58467316 Treatment Maps.pdf

The below required standard forms can be found in the forms section of the solicitation. To get to the Solicitation Link click back to the solicitation, then click on the three lines next to the application and click the solicitation link. The below documents are required at the time of submission.

STD 19 Nondiscrimination Compliance Statement form : 23-WP-MMU-58467316-STD 19.pdf

STD 21 A Drug-Free Workplace Certification form : 23-WP-MMU-58467316-STD 21.pdf

STD 204 Payee Data Record form : 23-WP-MMU-58467316-STD 204.pdf

Miscellaneous Form Upload Field #1 : 23-WP-MMU-58467316-Mariposa County Board Resolution.pdf

Miscellaneous Form Upload Field #2 :

Miscellaneous Form Upload Field #3 :

Miscellaneous Form Upload Field #4 :

Project Mapping Program

Project Mapping Program: Create a Geopoint and Polygon(s) via the weblink. copy and paste the link or right-click to open in a new tab:https://grant-access-calfire-forestry.hub.arcgis.com (https://grant-access-calfire-forestry.hub.arcgis.com) The Online Project Mapping Component is a requirement for a complete application submission.

View Budget Worksheet : https://portal.ecivis.com/#/peerBudget/25575D0C-758B-4573-8A35-DE81B59524C1

Average Score : 0.00

Application Goals :

View Application Goals : https://portal.ecivis.com/#/peerGoals/B2B4CBFA-A993-438C-BD05-46282290A517

# of Reviews : 1

# of Denials : 0

Created by : zengine+37946@srm.ecivis.com

Record ID # : 58467316

Last change : 2024-05-13T23:40:36+0000

Mariposa County Roadside Vegetation Treatment

Linked Form Profile :

Linked Form Submissions : 23-WP-MMU- 58467316

Scope of Work :

Project Name : Mariposa County Roadside Vegetation Treatment

Project Tracking Number : 23-WP-MMU-58467316

Please use the Tracking Number that was automatically assigned by Grants Portal. The format will be 23-WP-UUU-XXXXXXXX

Project Description

Please provide a comprehensive project description including the location, habitable structures, acres treated, etc. (please note there are no space limitations) : Mariposa County Roadside Vegetation Treatment project will provide critically needed wildfire vegetation management along county-maintained roadways in Mariposa County to help prevent the ignition and spread of wildfires, increase safe evacuation capabilities and fire responder ingress and egress, and provide a program to educate community members about the importance of county maintenance of roadside vegetation. The fuels management aspect of this project will include CEQA/NEPA process and roadside vegetation treatment such as vegetation removal, brushing, and chipping. The primary focus of this project is Hazardous Fuels Reduction, with Wildfire Prevention Education as a secondary focus. The fuels treatments will take place along 132 miles of county-maintained roadways in very high and high wildfire risk areas as identified in the Mariposa County Community Wildfire Protection Plan (CWPP) and the California FRAP Fire Hazard Severity Zones. Vegetation treatment will be conducted up to 26 feet from the center of road surface on each side and and/or to the top or bottom of a cutbank slope. The total acreage treated along all roadways will be 834.5 acres. This project will be conducted along 1,771 parcels in Mariposa County. Among those parcels, 1,338 parcels contain habitable structures. Treatment protocols will involve hand crews using chainsaws and brushing equipment such as a mastication head on a road-based boom to remove vegetation. This will include removal of trees less than 10" diameter at breast height, removal of branches to at least 6' from the ground, and removing small brush and grasses. Public Works' excavator with mastication head can be used by county contracted crews for fuel removal, as well as County Fire's fuel reduction vehicles. After removal woodchippers will break down cut fuels, and woodchip hoppers and trucks will be used to transport chipped woody biomass to locations within Mariposa County for erosion control, or to be disposed of in the Mariposa County landfill. Upon opening of the Mariposa County Biomass Plant, slated for 2025, woody biomass can be processed there. An education campaign will be launched prior to the implementation of the roadside vegetation project to inform the public of the value of fuel treatment plans. This education campaign will include targeted mailings to property owners along the project roadways, posting educational materials about the roadside fuel treatment project in public locations, social media postings about the fuel treatment project, newspaper ads about the project and public meetings, and public engagement and education meetings presented by county representatives and wildfire mitigation organizations about the fuel treatment project and fire mitigation strategies in which the public can participate. The targeted roads included in this project were listed as high and very high priorities by Mariposa County Fire Department, Mariposa County Public Works, and CAL FIRE MMU leadership with goals of advancing the CAL FIRE MMU 2022 Strategic Plan. The roadsides treated in this project are areas of past routine maintenance by Mariposa County Public Works. Each road receiving treatment contains clustered and remote population centers and is part of an identified evacuation route by Mariposa County and CAL FIRE as well as an access thoroughfare for first responders and

firefighting personnel. Mariposa County has been deeply impacted by multiple large wildfires within the past 10 years. Unprecedented drought conditions, extreme levels of tree mortality in our remote forest ecosystems, and the significant lack of resources to prepare for and mitigate the impacts of wildfire have left Mariposa increasingly vulnerable to future fires. Due to the major extent of damage to infrastructure including roads from the Detwiler Fire, Ferguson Fire, Oak Fire and other fires, Mariposa County has had to target roadway projects and funding to address road failure, culvert washout, and regular road surface maintenance. This has left the County in the dangerous situation of having heavily overgrown roadsides. Mariposa County Public Works has forecast that without significant outside funding sources such as this grant, it will not be possible to adequately address the threat that roadside vegetation poses to the community and infrastructure, and conditions will continue to worsen. This project will provide crews to utilize Public Works' and Fire's existing vegetation treatment equipment. This will greatly enhance the safety of the communities, firefighting personnel and first responders and provide the resources to get Mariposa County roadside vegetation treatment plans back to a sustainable and affordable level for future management using County resources and funding.

Section I :

Primary Activity Type : Hazardous Fuels Reduction

Hazardous Fuels Reduction

1. Describe the geographic scope of the project, including an estimate of the number of habitable structures and the names of the general communities that will benefit. : The project is located in the western portion of Mariposa county, in populated areas throughout the Sierra Nevada Foothills. The habitats involved in this project are chapparal, oak and pine forests, and mixed woodland and grassland. This project directly impacts roadways throughout many communities in Mariposa County. Communities and populated areas within the scope of the project include: Lushmeadows Mountain Estates; Indian Peak; Ben Hur; Mormon Bar; Midpines; Coulterville; Greeley Hill; Hunters Valley; Bootjack; Triangle Road; Ponderosa Basin; Yaqui Gulch; Agua Fria; Mount Bullion. In addition to these directly impacted communities, the roads proposed for treatment are thoroughfares for many residents outside of the project area and could be used as evacuation routes or ingress points for firefighters to access areas beyond the roads themselves. In total, it is estimated that 1338 habitable structures exist along the roads treated. Throughout the project area there are many side-roads that utilize the targeted treatment roads as main thoroughfares of travel and evacuation routes. All 17,000+ Mariposa County residents will benefit from the prevention and slowed spread of roadside fire, as a fire anywhere in the county has the potential to quickly spread to populated areas.

2. Describe the goals, objectives, and expected outcomes of the project. : The primary goals of this project are to significantly reduce the risk of ignition and spread of wildfires along roadways in populated and high-risk areas throughout the county, and to educate the public so that residents understand the value of fuel reduction and fire mitigation projects. In essence, this project will provide a 132 mile network of firebreaks in strategic areas of Mariposa County directly benefitting residents, commuters, and first responders. The outcomes of the roadside vegetation treatment project will include: -132 miles of county-maintained road treated, up to 26' from road center and/or to the top/bottom of cutbank slope -834 acres cleared of trees <10', brush, grasses, and ladder fuels up to 6' from the ground -1771 total parcels roadside vegetation treated -1338 habitable structures' roadside fuels treated -132 miles of roadside power line and communication line fuels treated - 8 county fire stations roadside fuels treated - 3 community centers' roadside fuels treated - 1 independent water company's roadside fuels treated - 25 Sierra Telephone maintenance buildings and cable access portals roadside fuels treated To achieve this, Mariposa County Public Works and Fire Departments will analyze the identified roads based on need, previous treatment timelines, roadway usage, population, and overall risk to develop a timeline of treatment. Once a timeline of priority project areas is identified, work crews will be contracted to begin work on the roads deemed most urgently in need of treatment first, then working down the list until all roads have been treated. Each quarter, progress will be

evaluated, and adjustments to the timeline will be made to accommodate weather and any changes to the conditions of the remaining roadways' vegetation (caused by fires, weather, drought, etc). Fuels reduction projects along roadways often cause delays for commuters and residents. This can cause some resistance from the public. Additionally, residents may be opposed to alteration of vegetation along county right-of-way lands adjacent to the private property. Because of this, one goal of this project is to provide a comprehensive education campaign to pre-emptively communicate the importance of this project, as well as the importance of fuel mitigation in general. This campaign will involve mailing right-of-entry requests (ROEs) and fuel reduction education material to residents whose property is included in the project area. This will include details of the project, the scope of the work done, and projected timelines for the work. It will also advertise dates for public meetings to discuss the project. At these meetings, representatives from County Fire, Public Works, Firewise USA, the Sheriff's department, Mariposa Fire Safe Council and Mariposa Resource Conservation District will help residents identify wildfire prevention strategies at the property level, discuss evacuation plans aided by the fuels reduction, and to address any questions or concerns held by residents. The goal of these meetings is to have open discussion about the roadside vegetation project, and also to inform the public about other property-level fuels reduction and home hardening programs. Outcomes for the educational campaign include: -5 public engagement meetings held in impacted communities -75 residents engaged in public meetings and outreach events -1771 parcel owners reached via educational mailing campaigns This project is designed to be in line with the goals of multiple existing plans for wildfire mitigation and resource protection. The Mariposa County CWPP (2021) directly focuses on fuels reduction activity. The project was designed based on the recommendations of roadside treatment from CAL FIRE Battalion Chiefs in order to aide the goals of the CAL FIRE MMU Unit Strategic Fire Plan (2022), specifically the "protection of life, property, and natural resources from wildland fire, as well as the improvement of Environmental Resilience to wildland fire." This project also directly improves firefighter safety by creating a safer roadway system for response to wildfire and other incidents. The Mariposa County Local Hazard Mitigation Plan (LHMP) (2020) goal of "Reducing the county's risk to natural and human-caused disasters, including....wildfire" is also directly supported by this plan. This LHMP has several goals that this project will support, specifically the Defensible Space Enhancement Program, Beyond Defensible Space Program, County Hillside Protection Ordinance/Overlay Zone, and Large-Scale Fuel Break Program. This project is part of a larger scale comprehensive effort to create fuel breaks throughout the county. Other entities engaging in this large-scale fuel break program include CAL FIRE, Mariposa Fire Safe Council, Mariposa Resource Conservation District, Yosemite and Sequoia Resource Conservation & Development Council, Southern Sierra Miwuk Nation, Sierra Foothill Conservancy, University of California Cooperative Extension, and Cal Trans. Each of these other entities plays an important role in reducing the risk of wildfire to the community and the ecosystems, but only this project addresses the critical need for fuels reduction along county roads.

3. Provide a clear rationale for how the proposed project will reduce the risks associated with wildfire to habitable structures. : This project will directly reduce the wildfire risk in the surrounding communities and habitable structures, as well as critical infrastructure. During the last 10 years, some of the largest and most destructive fires within the County have been attributed to roadside ignitions. By removing the fuels along the roadways to a manageable distance, the possibility of ignition from vehicles (ie cigarette butts, dragging chains, catalytic converter expulsion, etc.) is significantly reduced. Fires that do potentially ignite in seasonal vegetation after treatment will not spread as quickly into the underbrush outside of the treated area, increasing the chance that responders can extinguish the flames. Additionally, the removal of fuels along these roads will act as an easily accessible fuel break in the event of active wildfire in the area. Fire crews will be able to contain and control wildfires more easily if they have easy ingress to the fire line, and if the roads/breaks are maintained and free from vegetation. This brush clearance will both increase the width of the fuel breaks and also allow fire crews to access the forest/vegetation beyond the fuel breaks more safely. In addition to the general landscape risk reduction of wildfires created by roadside fuel breaks, this project will provide direct reduction of risk for the properties along the roads it treats. Of the 1771 parcels along treated roads, 1338 contain habitable structures. The removal of combustible material along these properties will increase the resiliency to wildfires for the homes by adding defensible space and treatment near structures beyond the defensible space zone. By preventing fires and

disrupting fire's spread through roadside fuel reduction, this project will decrease the risk of fire in Mariposa County. This will directly reduce the risk to structures, property, and ecosystems from fire itself, and will also have significant health benefits to County residents. Mariposa has many residents susceptible to impacts from wildfire smoke with 30.1% of residents 65 and older compared to 15.8% statewide. Additionally, according to EnviroScreen 4.0 data, Mariposa County ranks in the 85.6% of cardiovascular disease indicator, meaning residents are more likely 85.6% of the state to have cardiovascular disease. This propensity towards cardiovascular disease paired with an aging population leads to a notable risk from wildfire smoke. By lowering the ignition and spread of wildfires in this project, the health risk to the population of Mariposa County are decreased.

4. Identify any additional assets at risk from wildfire that will benefit from the proposed project. These may include, but are not limited to, domestic and municipal water supplies, power lines, communication facilities and community centers. : The majority of power and communication lines in Mariposa County are above ground and running alongside Mariposa County roads. All of the roads in this project have power lines running alongside them or crossing them along the project area. Wildfire poses direct threat to above-ground power and communication lines. The destruction of these lines requires costly repair after a fire and disruption for residents and business which rely upon these lines. Many of the Mariposa County Fire stations are along the roads designated for treatment. These stations are Coulterville, Mormon Bar, Bridgeport, Lushmeadows, Greeley Hill, Ponderosa Basin, Hunter Valley, and Bootjack. All of these stations utilize the roadways designated for treatment in this project and are at direct risk from fires along these roads. Additionally, large capacity water tanks utilized for fire-fighting exist in Bootjack, Greeley Hill, and are also at risk for access challenges in the event of a fire in the areas. This project would add protection from the ignition and spread of fires in these areas which could negatively impact responder capabilities. There are 75 Sierra Telephone maintenance huts along the roads throughout the county, with an estimated 25 of these along the proposed treatment roads. Additionally, there are hundreds of cable access portals along all habitable roads (estimate not available from Sierratel) that contain copper wiring that is often melted during fire events, causing extended communications shutoffs. These buildings contain vital telecommunication equipment that could be damaged in wildfire along roads. Ponderosa Basin has its own water company for residents. The facilities and structures exist along roadways in this project and are susceptible to wildfire damage. Lushmeadows Clubhouse, Greeley Hill Community Hall, Darrah School House, and other community buildings are community centers along treated roads and are open for use by any member of the public. These buildings are used for community events, public meetings, emergency shelters and various other community-centered uses. Wildfire threat in these areas will render them unable to be used to support in case of evacuations or for other community uses. All of these buildings and assets are at risk for damage or destruction from wildfires. By implementing these wildfire reduction treatments in the project areas, these assets are better protected and could be more safely used in the event of wildfire.

5. How will the project/activity utilize the left over woody biomass? Will the project/activity use a biomass facility to reduce greater greenhouse gas emissions? : After the vegetation is removed from the landscape, it is chipped on-site and can used or processed in a variety of ways. The woodchips can be used throughout the county for over-the-bank erosion prevention, particularly in areas recently burned by wildfires which have lost natural erosion control. Some property owners also request woodchips be brought to their property for their own private projects. The woodchips may also be processed at the Mariposa County landfill. Currently, the Mariposa Biomass Plant has received funding through CAL FIRE's Wood Products and Bioenergy Grant Program to begin the development of the plant. It is slated to be operational in 2025. When this plant is built and running, the woody biomass will be able to be processed in this plant, thus limiting the greenhouse gas emissions of this project.

6. Does the project include grazing as a component of the hazardous fuels reduction project? : No

Section II :

Degree of Risk

1. Discuss the location of the project in relation to areas of moderate, high, or very high fire hazard severity zone as identified by the latest Fire and Resource Assessment Program maps. : Of the total 132 miles of roadway to be treated, 126 miles are within very high or high fire hazard severity zones (FHSZ) according to the latest Fire Resources Assessment Program. Of the 126 miles, 78 miles are within very high FHSZ, and 48 miles are within high FHSZ. The remaining 6 miles are in federal responsibility area bordering the very high and high FHSZ. In relation to the Mariposa County CWPP, all 132 miles are within very high, high, and moderate wildfire risk areas.

2. Describe the geographic proximity of the project to structures at risk to damage from wildfire in the WUI. : Mariposa County has 38 identified WUI areas within the Mariposa County Community Wildfire Protection Plan. The roads in this project are major thoroughfares in 17 of the WUI areas. The WUI areas along the roads in this project are Midpines, Triangle Road West, Lushmeadows, Bootjack, Hirsch Road, Indian Peak Road, Mormon Bar, Ben Hur Road, Bridgeport, Bear Valley, Greeley Hill, Coulterville, Hunter Valley, Carleton, East Westfall, Ponderosa Basin, Mt. Bullion.

Section III :

Community Support

1. Does the project include any matching funds from other funding sources or any in-kind contributions that are expected to extend the impact of the proposed project? : During the course of the grant, the entirety of the funding for this project will be from the grant. Due to damage from multiple recent natural disasters including fires, windstorms, floods, and blizzards requiring significant funding to repair, Mariposa County is unable to provide matching funds. Upon completion of the project, regular maintenance and ongoing treatment along the treated roadways will be set aside in the County budget moving forward.

2. Describe plans for external communications during the life of the project to keep the effected community informed about the goals, objectives and progress of the project. Activities such as planned press releases, project signage, community meetings, and field tours are encouraged. : The education campaign for this project is aimed at keeping the affected communities informed, and to increase awareness of the importance of fuels mitigation work to reduce the risk of wildfires. Prior to project implementation, various informational materials and engagement opportunities will be developed. These will include a mailing campaign containing educational materials about roadside fuel reduction and right of entry permits to parcel-owners within the directly impacted areas. Advertisements including posters, fliers, and brochures will be posted in public locations such as government buildings, libraries, fire departments, post offices, community bulletin boards, etc. Notices will be placed in local newspapers including the Mariposa Gazette and The Mariposan. Mariposa Fire and Public Works departments will utilize their social media presence to inform, update, and engage with the public regarding the project. Public engagement meetings will be held in the directly affected communities and also in centralized locations at public buildings such as the Mariposa Fire Department Headquarters to share details on the project and to help educate the public about the value of fire reduction projects. These meetings can also be utilized to inform the public on actions they can take to help reduce the risk of fire on their own property and communities, including general strategies for fire risk reduction, as well as programs that are available for them to participate in such as grant-funded wood chipping with Fire Safe Council, home-hardening with Resource Conservation District, work with Prescribed Burn Cooperatives, and Firewise USA program. Stipends will be available for non-profit presenters at these meetings for their time. As the project develops and adjusts due to unforeseen circumstance such as weather, fuel changes from fires, etc., the Mariposa County Public Works and Fire departments will connect with community members to keep them up to date. There will be an opt-in email list created, and maintained by Mariposa County Fire, to keep property owners aware of the progress and any alterations to the plan as they arise.

3. Describe any plans to maintain the project after the grant period has ended. : This project will help return Mariposa County to its planned maintenance schedule for roadside vegetation management. Due to multiple recent natural disasters with urgently needed repairs requiring significant county resources to address, the vegetation

along these roads has been unable to be treated for many years, in some places decades. By removing the high density and heavy brush with these funds, Mariposa will be able to pursue more cost-effective and regularly scheduled maintenance program in the future. Once the vegetation in these areas is brought to a base-level, treatments will require significantly fewer resources, time, and money, and will be within Mariposa County's operating scope to address. Some of the future treatment plans can include chemical treatment and smaller work crews to conduct lower-resource hand work.

4. Does the proposed project work with other organizations or agencies to address fire hazard reduction at the landscape level? : In addition to Mariposa County Fire and Public Works departments, the education campaign in this project will collaborate with other organizations in Mariposa County to address wildfire mitigation projects and opportunities for the community. The Mariposa County Fire Advisory Committee (MCFAC) is a coalition of organizations working to create a more wildfire ready community and landscape by collaborating on and communicating about wildfire prevention projects across the county. MCFAC includes Mariposa County Fire, Mariposa County Planning, Mariposa County Public Works, Mariposa County OES, CAL FIRE, American Indian Council, Mariposa Fire Safe Council, Mariposa Resource Conservation District, University of California Cooperative Extension, Tuolumne County Southwest Interface Team, Sierra Telephone, US Forest Service, National Park Service, PG&E, Bureau of Land Management, CAL TRANS, and members of the public. This committee works closely to support and promote the work the partner organizations are conducting. This project will have the backing and support of MCFAC, and the involvement of organizations within MCFAC. Specifically, this project will include promotion and education of Mariposa Fire Safe Council and the brushing/wood-chipping programs, as well as Mariposa Resource Conservation District and the home-hardening program they have been providing for the community. Additionally, the Sheriff's office will be invited to attend the community engagement events in order to discuss evacuation routes, plans, and wildfire preparation and evacuation safety.

Section IV :

Project Implementation

1. Discuss the anticipated timeline for the project. Make sure to take seasonal restrictions into account. : The educational component of this project will be developed within 1 year of award of the grant, by June of 2025. This will include creation of mailing campaign materials, creation of public postings and displays, and development of community meetings formats. Mailing campaigns and Right of Entry form distribution will initiate by March 2025, and initial community meetings will be scheduled in Spring of 2025. Update/Progress community meetings will be developed and scheduled throughout the project as it progresses. Educational campaign activity will conclude concurrently with the vegetation treatment project. From the date of award, CEQA and NEPA processes will be completed within 12 months, with the anticipated outcome being a Notice of Exemption. Contractor recruitment and bidding will take place once the award is granted. Once CEQA and NEPA is completed in Spring 2025, roadside vegetation treatment will begin. Treatment will take place spring-late fall, weather permitting. Roads will be worked on and scheduled strategically in order to provide a sustainable vegetation maintenance schedule post-grant. Grant funded roadside vegetation work will be completed by March 15, 2030.

2. Verify the expected timeframes to complete the project will fall under the required completion dates depending on the source of the funds awarded. : The expected date of completion, March 15, 2030, as proposed in this application, will be enough time to complete the project as described. It is possible the project will be completed before this date.

3. Please list the milestones that will be used to measure the progress of the project. : This project will have multiple milestones to measure its progress based upon the activity type of this project: Milestone/Task 1: Complete CEQA and NEPA process Milestone/Task 2: Priority road treatment schedule created Milestone/Task 3: Countywide public engagement meeting held with at least 15 members of the public to discuss entire project Milestone/Task 4: Educational mailings and ROE requests sent to 100% of properties in Year 1 project area Milestone/Task 5: 1

localized public engagement meeting in Year 1 project area held with at least 15 residents engaged Milestone/Task 6: Obtain ROEs for 80% of properties in Year 1 project area (specific number dependent on identified project area for the year) Milestone/Task 7: Contractor bidding process is complete and contractor identified Milestone/Task 8: Year 1 project area treatment begins Milestone/Task 9: Year 1 project area treatment complete; 34 miles/214 acres of roadside vegetation treated Milestone/Task 10: Educational mailings and ROE requests sent to 100% of properties in Year 2 project area Milestone/Task 11: 1 localized public engagement meeting in Year 2 project area held with at least 15 residents engaged Milestone/Task 12: Obtain ROEs for 80% of homes in Year 2 project area (specific number dependent on identified project area for the year) Milestone/Task 13: Year 2 project area treatment begins Milestone/Task 14: Year 2 project area treatment complete; 34 miles/214 acres of roadside vegetation treated Milestone/Task 15: Educational mailings and ROE requests sent to 100% of properties in Year 3 project area Milestone/Task 16: 1 localized public engagement meeting in Year 3 project area held with at least 15 residents engaged Milestone/Task 17: Obtain ROEs for 80% of homes in Year 3 project area (specific number dependent on identified project area for the year) Milestone/Task 18: 5th public engagement meeting held with 20 residents engaged Milestone/Task 19: Year 3 project area treatment begins Milestone/Task 20: Year 3 project area treatment complete; 34 miles/214 acres of roadside vegetation treated Milestone/Task 21: Educational mailings and ROE requests sent to 100% of properties in Year 4 project area Milestone/Task 22: 1 localized public engagement meeting in Year 4 project area held with at least 15 residents engaged Milestone/Task 23: Obtain ROEs for 80% of homes in Year 4 project area (specific number dependent on identified project area for the year) Milestone/Task 24: Year 4 project area treatment begins Milestone/Task 25: Year 4 project area treatment complete; 34 miles/214 acres of roadside vegetation treated Milestone/Task 26: Spring of year 5, Vegetation regrowth assessment of all 132 miles of treated roadways complete Milestone/Task 27: Ongoing roadside vegetation maintenance schedule and plan developed

4. Please list the measurable outcomes (i.e. project deliverables) that will be used to measure the project's success. : -132 miles of county-maintained road treated -834 acres cleared of trees <10', brush, grasses, and ladder fuels up to 6' from the ground -5 public engagement meetings held in impacted communities -75 residents engaged in public meetings and outreach events -1,771 property owners reached via educational mailing campaigns -1,338 habitable structures' roadside fuels treated -3 community buildings roadside fuels treated -25 Sierratel maintenance huts and multiple cable access portals roadside fuel treated -8 County Fire stations roadside fuel treated

5. If applicable, how will the requirements of the California Environmental Quality Act (CEQA) be met? : Upon consulting with local CAL FIRE foresters, it is expected that this project will meet the requirements of a Notice of Exemption for CEQA. Upon award of the grant Mariposa County will begin the CEQA process with qualified foresters to conduct an evaluation of this project and the lands treated. Thereupon, depending on the results of the evaluation, Mariposa County will pursue the paths necessary to meet CEQA requirements, including and beyond Notice of Exemption.

6. List any existing forest or land management plans; Conservation Easements; Covenant, Conditions & Restrictions (CC&R's); matters related to zoning; use restrictions, or other factors that can or will limit the wildfire prevention proposed activity? : This project takes place on roads currently within the area of routine maintenance by Mariposa County. However, Mariposa county has a spectrum of roadside treatment permissions depending on the history of development for each area within the project as well as the previous work permitted by each property owner. This will require Right of Entry permissions to be completed by each property owner to allow work by county contracted workers along roadsides. This type of Right of Entry permission has recent precedent in Mariposa County during the tree mortality event in the mid 2010s. For that project, 80% of residents across the county gave written permission for fuels reduction work to be done on their property upon initial request for Right of Entry via a mailing campaign. The remaining 20% were contacted via a 2nd mailing, phone calls, and property

visits, with more permission granted from those measures. Because this project involves less invasive measures and in areas further away from homes than the tree mortality project, it is expected that Right of Entry will be granted by a similar or larger percentage of residents within the project area.

Section V :

Administration

1. Describe any previous experience the project proponent has with similar projects. Include a list of recent past projects the proponent has successfully completed if applicable. Project applicant or manager having no previous experience with similar projects should discuss any past experiences that may help show a capacity to successfully complete the project being proposed. This may include partnering with a more experienced organization that can provide project support. : Mariposa County has the administrative and operational experience and capacity to ensure project completion and the long-term success of RTOD. The County annually manages millions of dollars of projects, many of which are grant funded. Recent completed projects include: 1) a $1.1 million renovation to Mariposa's historic courthouse; 2) the $4.8 million design and construction of four new fire stations; and 3) the completion of the 42-unit Creekside Terrace Apartments. The construction of Creekside Terrace involved significant partnership coordination with a non-profit developer and stakeholder engagement. Another ongoing project, the Mariposa Creek Parkway Project, which has attracted over $7.5 million in funds, is also a County-led collaborative initiative with public engagement, coordination, and planning efforts involving many stakeholders and organizations. The systems in place for grant support in Mariposa County by grant analysts, auditors, accountants and administrative analysts ensure that management of the grant is effective, timely, efficient, successful, and accountable. In 2015 during the height of the tree mortality episode, Mariposa County received Statewide Disaster funding for a county-wide hazard tree removal project with a similar design to this proposed project. This project was a collaboration between Public Works, OES, CAL FIRE MMU, County Administration, Board of Supervisors, and members of the public. This project involved public outreach and education, Right of Entry acquisition campaigns, and contracted fuels reduction crews. The hazard tree removal project was larger in scale than the proposed roadside fuel treatment project, and the primary goals of hazard tree removal were completed successfully in their entirety. The project was so successfully implemented that funds unused by other counties for similar projects were then offered to Mariposa to expand the original scope of work.

2. Identify who will be responsible for tracking project expenses and maintaining project records in a manner that allows for a full audit trail of any awarded grant funds. : The Wildfire Mitigation Coordinator, working for Mariposa County Fire Department, will be responsible for all grant management, including tracking project expenses and maintaining project records in a manner that allows for a full audit trail of any awarded grant funds. This position will work directly with Mariposa County Public Works staff to acquire and report all project records required by the grantor.

Section VI :

Budget

A detailed project budget should be provided in the online budget included in this solicitation. The space provided here is to allow for a narrative description to further explain the proposed budget.

1. Explain how the grant funds, if awarded, will be spent to support the goals and objectives of the project. If equipment grant funds are requested, explain how the equipment will be utilized and maintained beyond the life of the grant. : The funds, if awarded, will go directly towards the objectives of the project. Namely, this grant will fund any CEQA/NEPA work as deemed necessary, a Right of Entry campaign for property owners along the treatment area, an educational campaign to increase resident understanding and support of wildfire fuels

mitigation work, and the hiring of crews to complete roadside fuels treatment along the designated roadways throughout the county. All of these funds will be utilized to directly accomplish the goals and objectives in this project.

2. Are the costs for each proposed activity reasonable for the geographic area where they are to be performed? Identify any costs that are higher than usual and explain any special circumstances within the project that makes these increased costs necessary to achieve the goals and objectives of the project. : The costs proposed in this project are based upon recent costs for vegetation treatment projects in this area and were sourced from contractors' estimates for the cost of this type of project. Cost estimates are based on average recent vehicle/equipment fuel costs and are expected to remain in the projected budget with accounting for moderate fluctuation in fuel cost. Staffing costs for Mariposa County employees are consistent with current and projected increases in pay over the course of the grant.

3. Is the total project cost appropriate for the size, scope, and anticipated benefit of the project? : The cost listed here is consistent with the size and scope of this project, and the benefit is significant in relation to other projects of similar cost. Because this project addresses easily accessible roadside vegetation and does not require heavy equipment apart from work trucks, bucket trucks and woodchippers, crews are able to accomplish more fuel reduction with less cost, and in areas with direct community benefit and everyday usage.

4. Please list each object category amount that you are requesting and the detail of how that would support meeting the grant objectives. : Salaries and Wages: $89,618.88 This section contains costs for the time that County employees in Fire and Public Works will devote to the implementation of this project over the course of the grant. This will include creation and tracking of the educational and right-of-entry mail campaign, preparation and conducting of public meetings, scheduling and coordinating the fuels treatment project, tracking and reporting of grant progress and milestones, contractor bidding process, field visits and supervision of the fuels treatment project. County Fire's Wildfire Mitigation Coordinator's time will begin at the start of the grant, and Public Work's Director and Road Manager will begin in the following year. All of these activities are vital to the successful planning and implementation of the project. Employee Benefits: $33,329.92 This section covers the cost for benefits for the percentage of time County employees devote to this project over the course of the grant. This cost is vital to provide the County the means to utilize the time of County employees to plan and implement the project. Without the salary and benefits for County employees to participate in this project, the County would not have the funding to complete this critically needed fuels reduction. Contractual: $1,722,750.00 This section encompasses the cost for companies contracted by the County to implement the roadside fuel treatment. This also provides funding for the CEQA and NEPA processes to be conducted by the appropriate entities. This component of the budget funds the primary objective of this project, the roadside fuel treatment, and is critical to the implementation of the project Supplies: $6,178.00 The supplies listed here are for the educational campaign, which includes the creation, shipping, distribution, and tax of educational materials regarding the roadside fuel treatment project. These will be in the form of mailed brochures and posters. This section also includes the cost for creation of Right of Entry forms for each parcel which will be included in the mailing campaign. This inclusion of the educational materials in this project will help to inform the public of the value of the fuel treatment project in order to encourage more participation from the parcel owners to have their roadside fuel treated by this project. Other Costs: $1,625.00 This includes the cost for educational campaign public meeting newspaper advertisements and public meeting venue fees. This project will utilize multiple postings in the two primary newspapers in Mariposa County. Public venues will include HOA clubhouses and halls, and private business halls to accommodate the needs of the attending public. Indirect Costs: $222,420.22 Rate of 12% for overhead costs not previously reflected in the budget items. **Acknowledgments must contain the CAL FIRE logo as well as the following statement: Funding for this project provided by CAL FIRE’s Wildfire Prevention Grants Program. And will include the California Climate Investments funding boilerplate and logo with the CAL FIRE logo on all outreach and public-facing materials including but not limited to press releases, media advisories, printed collateral, event invitations, signs, and project/program websites additions.

5. Does your project include the purchase of capital equipment (more than $5,000 per item)? : No

Section VII :

California Climate Investments

The space provided here is to allow for a narrative description to further explain how the project/activity will reduce Greenhouse Gas emissions.

1. How will the project/activity reduce Greenhouse Gas emissions? : As wildland fires become more frequent, severe, larger, and longer lasting, climate scientists have been able to gather significant data on their contributions to climate change and greenhouse gas emissions. in 2021, fires across earth's northern forests released 150% more CO2 into the atmosphere than the average for 2000-2020. It is well documented that wildland fires play a massive role in greenhouse gas emissions. A high percentage of wildland fires are started by human activity, and one of the primary causes is roadside ignition, including the ignition of the Ferguson Fire in 2018 which burned 96,901 acres in Mariposa County resulting in the fatalities of 2 wildland firefighters, and massive amounts of CO2 released into the atmosphere. This project will reduce the ignition points along our roadways, thus preventing the start of fires. Additionally, the roadside vegetation management in this project will create a lattice of fuel breaks across the county, thus slowing or preventing the spread of fires in multiple high and very high wildfire risk areas throughout the county. All of this fuel reduction will help to prevent the ignition and spread of large catastrophic wildfires, thus preventing the release of CO2 into the atmosphere adding to climate change and reinforcing the cycle of warming and fire risk.

Created by : zengine+37946@srm.ecivis.com

Record ID # : 58516662

Last change : 2024-05-09T17:52:17+0000

Budget Report

Passthrough Agency: California Department of Forestry and Fire Protection (CAL FIRE)
Program: FY 2023-2024 Wildfire Prevention Grants
Project Name/Title: Mariposa County Roadside Vegetation Treatment
Org Name: Mariposa County
Stage: Pre-Award

Report Date: 08/09/2024
Requested By: John Patton
jpatton@mariposacounty.org

Budget Items

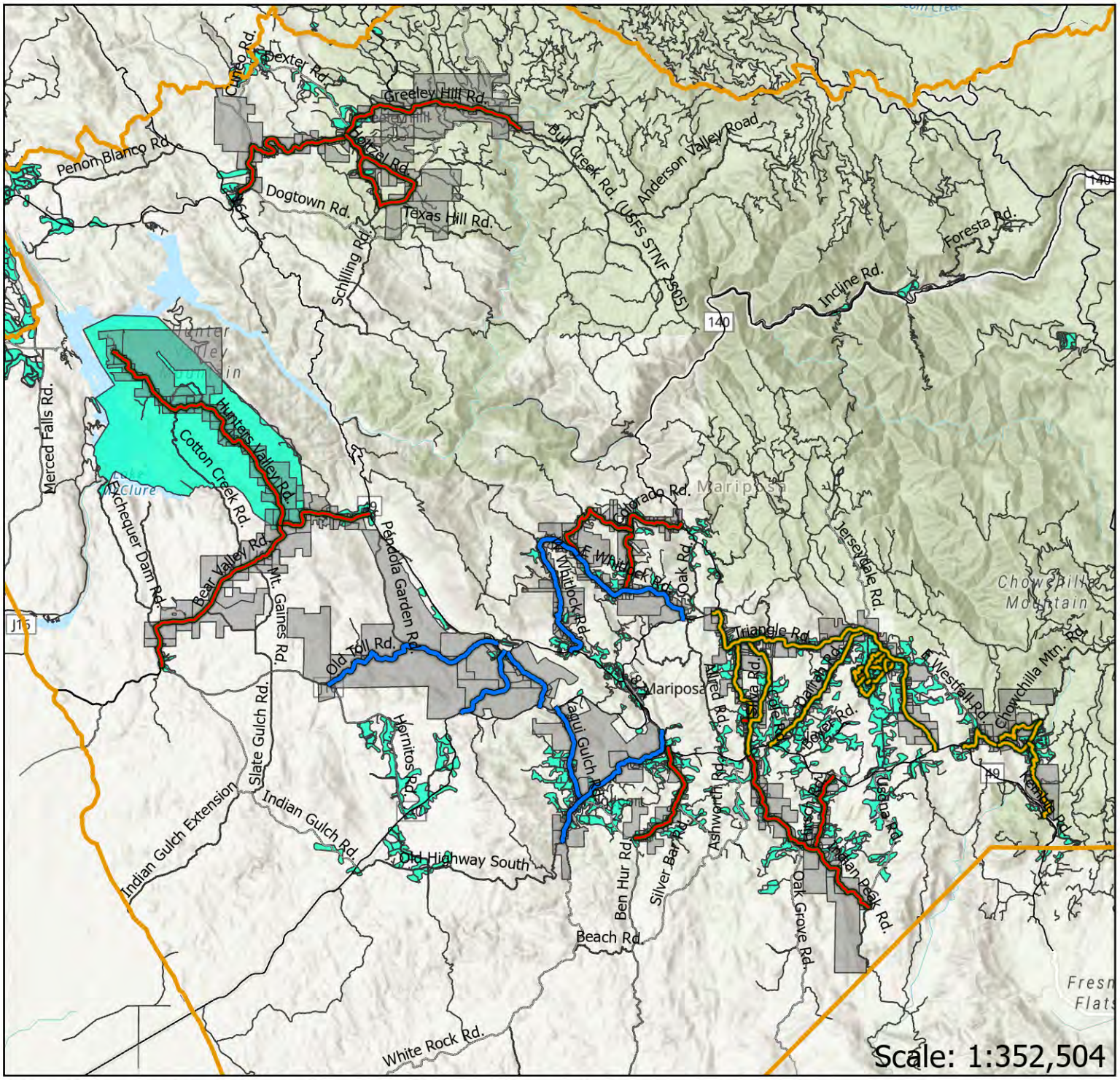
Category	Title	Description	Units	Unit Cost	Extended Cost	Direct Cost	Indirect Cost	GL Account	Cost Share
Salaries & Wages									
	Wildfire Mitigation Coordinator Time (10% x 5 years)	Hours	1040	$30.00	$31,200.00	$31,200.00	$0.00		$0.00
	Public Works Roads Manager Time (5% x 4 years)	Hours	416	$53.90	$22,422.40	$22,422.40	$0.00		$0.00
	Public Works Director Time (5% x 4 years)	Hours	416	$86.53	$35,996.48	$35,996.48	$0.00		$0.00
Salaries & Wages Total			**1872**	**$170.43**	**$89,618.88**	**$89,618.88**	**$0.00**		**$0.00**
Employee Benefits									
	Wildfire Mitigation Coordinator Benefits (10% x 4 years)	Hours	1040	$14.28	$14,851.20	$14,851.20	$0.00		$0.00
	Public Works Roads Manager Benefits (5% x 4 years)	Hours	416	$19.12	$7,953.92	$7,953.92	$0.00		$0.00
	Public Works Director Benefits (5% x 4 years)	Hours	416	$25.30	$10,524.80	$10,524.80	$0.00		$0.00
Employee Benefits Total			**1872**	**$58.70**	**$33,329.92**	**$33,329.92**	**$0.00**		**$0.00**
Contractual									
	Contracted Vegetation Management Crews	Contract	1	$1,588,800.00	$1,588,800.00	$1,588,800.00	$0.00		$0.00
	Contracted CEQA/NEPA process	Contract	1	$133,950.00	$133,950.00	$133,950.00	$0.00		$0.00
Contractual Total			**2**	**$1,722,750.00**	**$1,722,750.00**	**$1,722,750.00**	**$0.00**		**$0.00**
Travel & Per Diem									
Travel & Per Diem Total			**0**	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$0.00**
Supplies									
	Educational Collateral and Right of Entry mailing campaign supplies -- includes creation, tax, shipping, and postage	Each	1800	$3.21	$5,778.00	$5,778.00	$0.00		$0.00
	Educational Posters creation	each	20	$20.00	$400.00	$400.00	$0.00		$0.00
Supplies Total			**1820**	**$23.21**	**$6,178.00**	**$6,178.00**	**$0.00**		**$0.00**
Equipment									
Equipment Total			**0**	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$0.00**
Other Costs									
	Public meeting venue fees	each	5	$100.00	$500.00	$500.00	$0.00		$0.00
	Public meeting newspaper ads	each	5	$225.00	$1,125.00	$1,125.00	$0.00		$0.00
Other Costs Total			**10**	**$325.00**	**$1,625.00**	**$1,625.00**	**$0.00**		**$0.00**
Indirect Cost									
	Indirect	12%	0	$0.00	$0.00	$222,420.22	$0.00		$0.00
Indirect Cost Total			**0**	**$0.00**	**$0.00**	**$222,420.22**	**$0.00**		**$0.00**

Other

Category	Title	Description	Units	Unit Cost	Extended Cost	Direct Cost	Indirect Cost	GL Account	Cost Share
Other									
Other Total			**0**	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$0.00**
Grant Total			**5576**	**$1,723,327.34**	**$1,853,501.80**	**$1,853,501.80**	**$0.00**		**$0.00**
						$2,075,922.02	Total including indirect		

Budget Report, Created by John Patton, jpatton@mariposacounty.org, 08/09/2024
Source: eCivis™ Portal
http://www.ecivis.com/

Mariposa County Roadside Vegetation Treatment in Moderate, High and Very High Wildfire Risk Population Areas and Roadside Treatment Education Campaign;
Tracking Number: 23-WP-MMU 58467316
Project Proponent: Mariposa County, John Patton



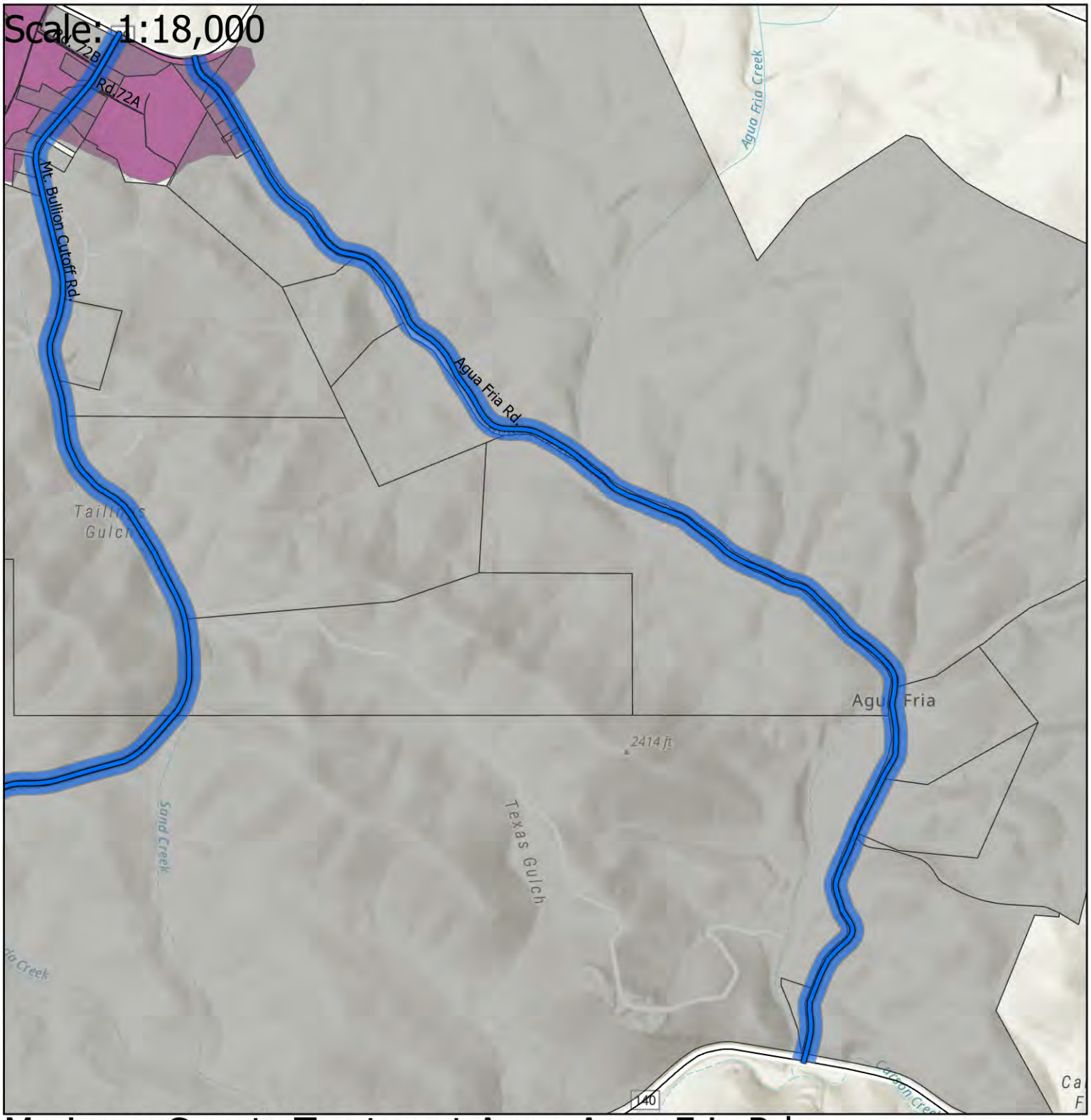
Mariposa County Roads Treatment Area Overview

- Very High Priority Roadside Vegetation Treatment
- High Priority Roadside Vegetation Treatmen
- Medium Priority Roadside Vegetation Treatment
- Treated Parcels
- Mariposa County Boundary (Public)
- WUI Areas

N

Mariposa County Roadside Vegetation Treatment in Moderate, High and Very High Wildfire Risk Population Areas and Roadside Treatment Education Campaign;
Tracking Number: 23-WP-MMU 58467316
Project Proponent: Mariposa County, John Patton

Scale: 1:18,000

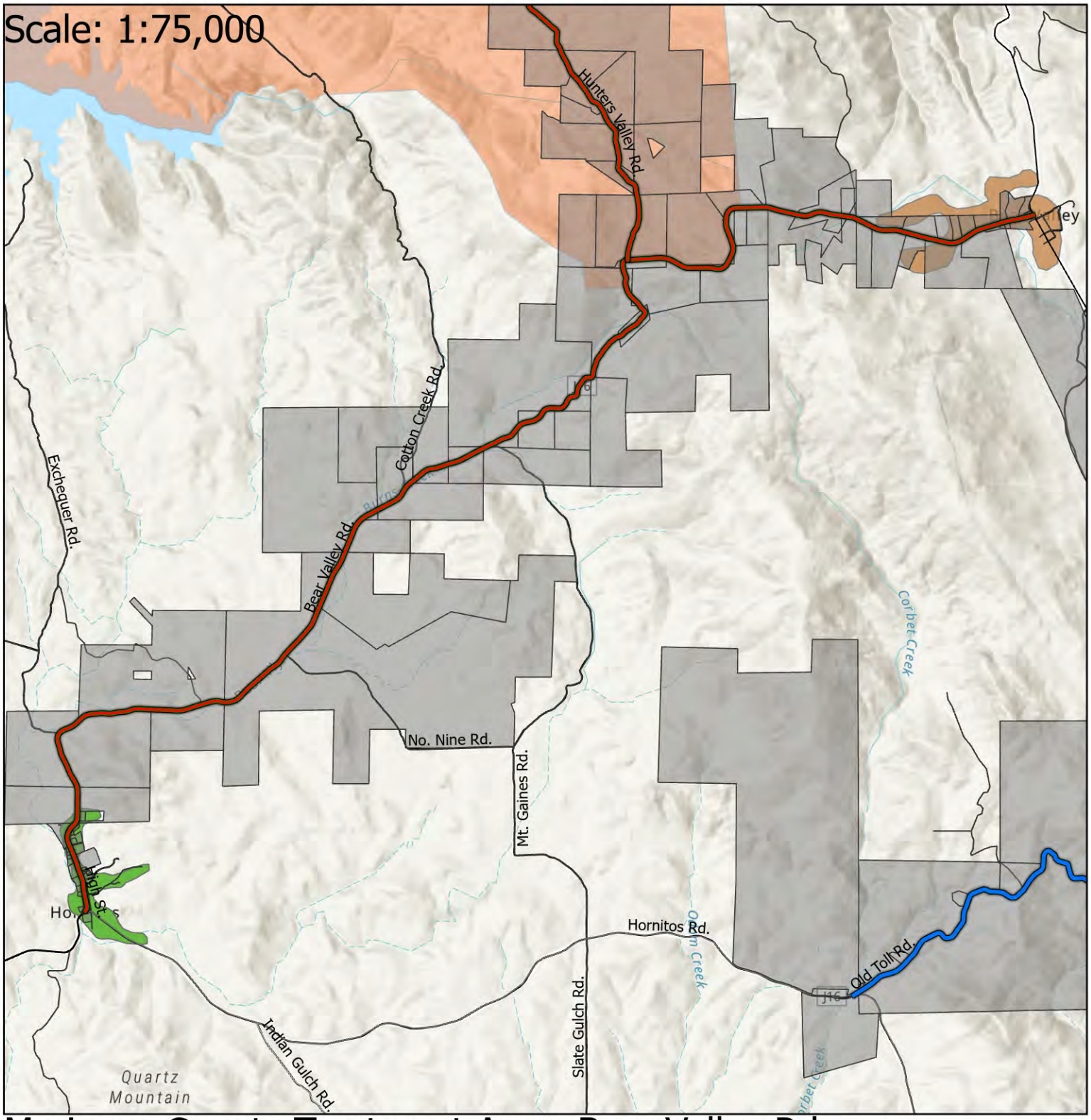


Mariposa County Treatment Area: Agua Fria Rd.

- Medium Priority Roadside Vegetation Treatment
- Treated Parcels
- Mt Bullion WUI

N

Mariposa County Roadside Vegetation Treatment in Moderate, High and Very High Wildfire Risk Population Areas and Roadside Treatment Education Campaign;
Tracking Number: 23-WP-MMU 58467316
Project Proponent: Mariposa County, John Patton

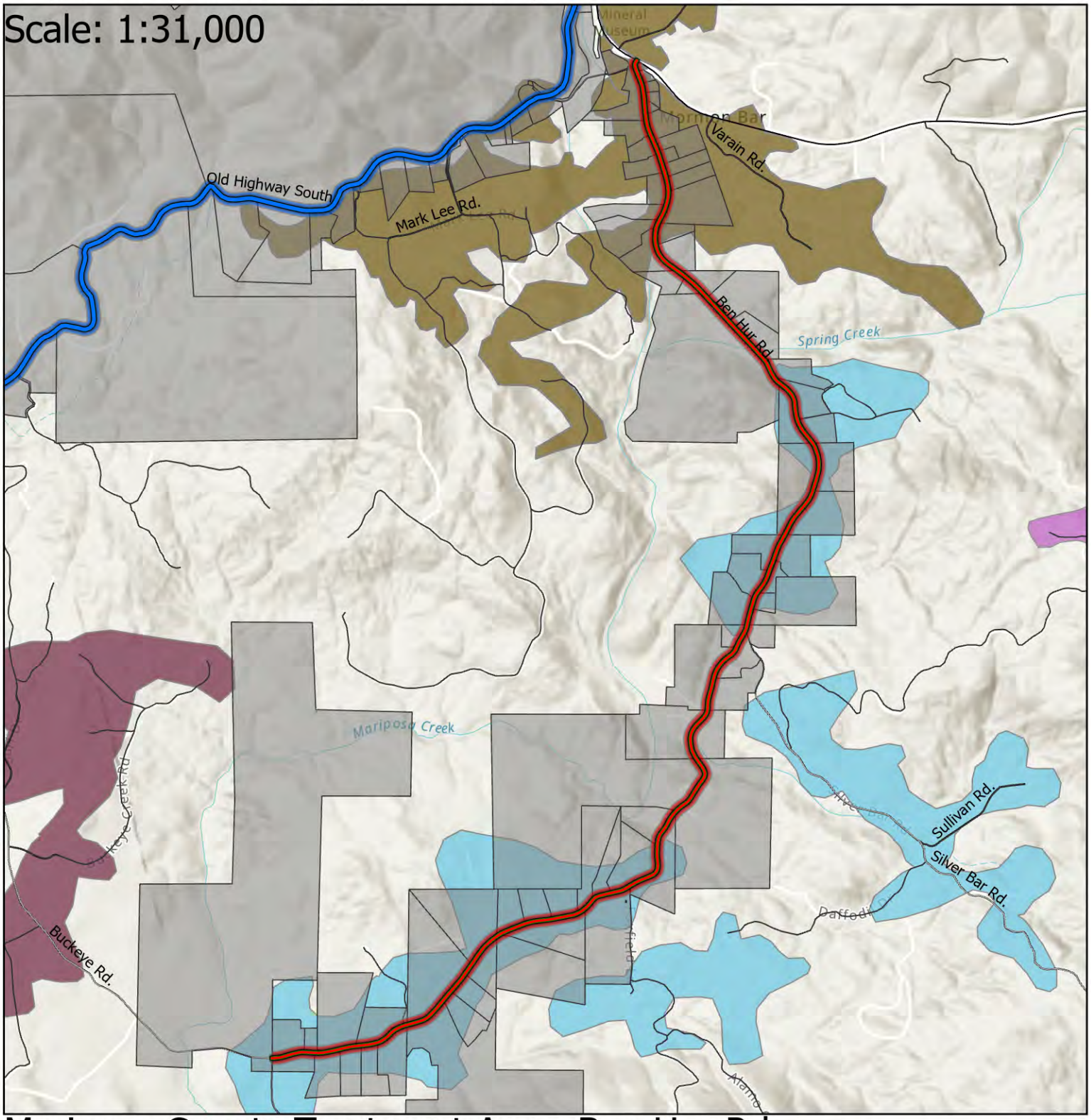


Mariposa County Treatment Area: Bear Valley Rd.

- Very High Priority Roadside Vegetation Treatment
- Medium Priority Roadside Vegetation Treatment
- Treated Parcels
- Bear Valley WUI
- Hornitos WUI
- Hunters Valley WUI

N

Mariposa County Roadside Vegetation Treatment in Moderate, High and Very High Wildfire Risk Population Areas and Roadside Treatment Education Campaign;
Tracking Number: 23-WP-MMU 58467316
Project Proponent: Mariposa County, John Patton

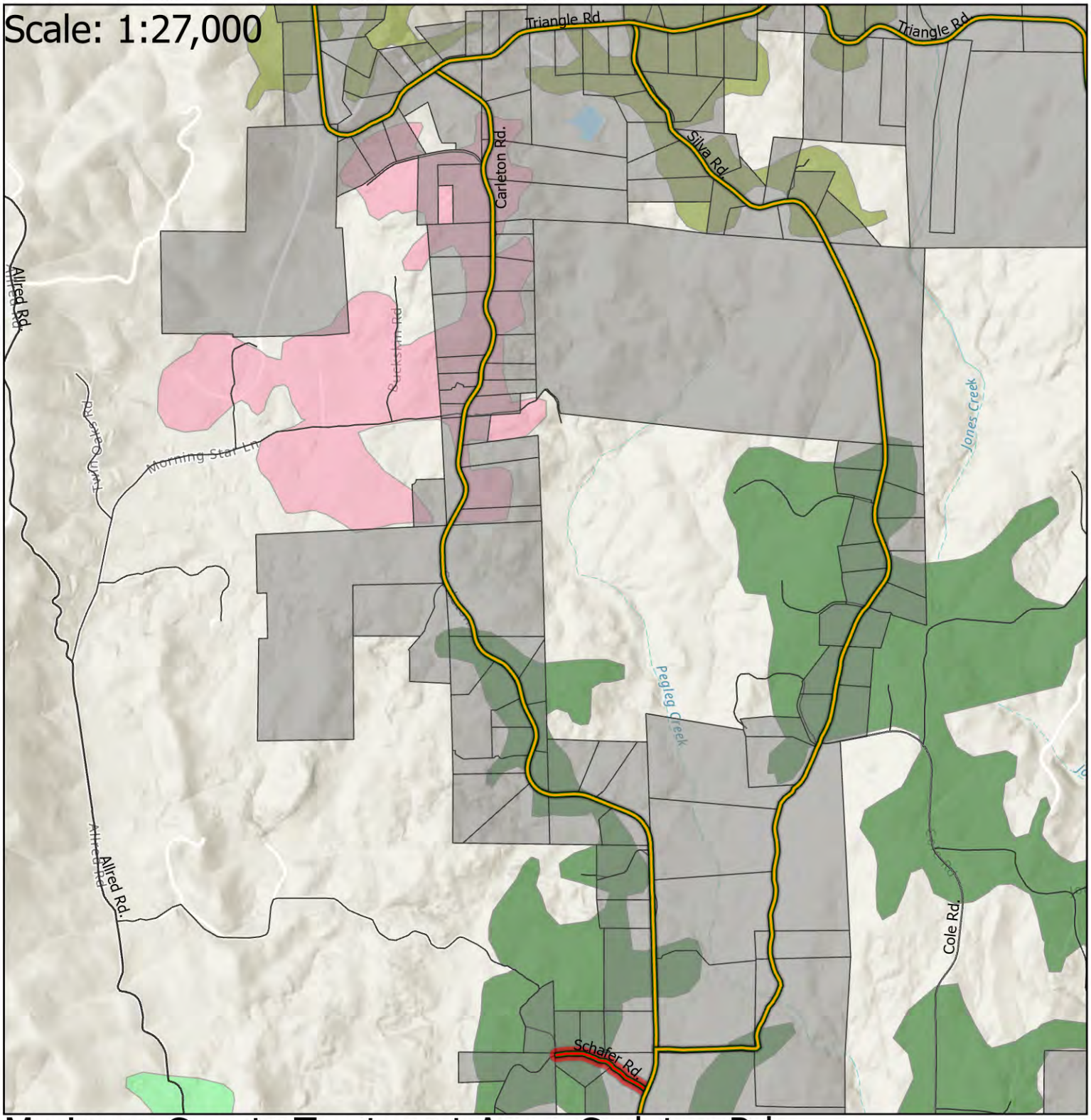


Mariposa County Treatment Area: Ben Hur Rd.

- Very High Priority Roadside Vegetation Treatment
- Medium Priority Roadside Vegetation Treatment
- Treated Parcels
- Ashworth WUI
- Ben Hur Road WUI
- Bridgeport WUI
- Mormon Bar WUI

N

Mariposa County Roadside Vegetation Treatment in Moderate, High and Very High Wildfire Risk Population Areas and Roadside Treatment Education Campaign;
Tracking Number: 23-WP-MMU 58467316
Project Proponent: Mariposa County, John Patton

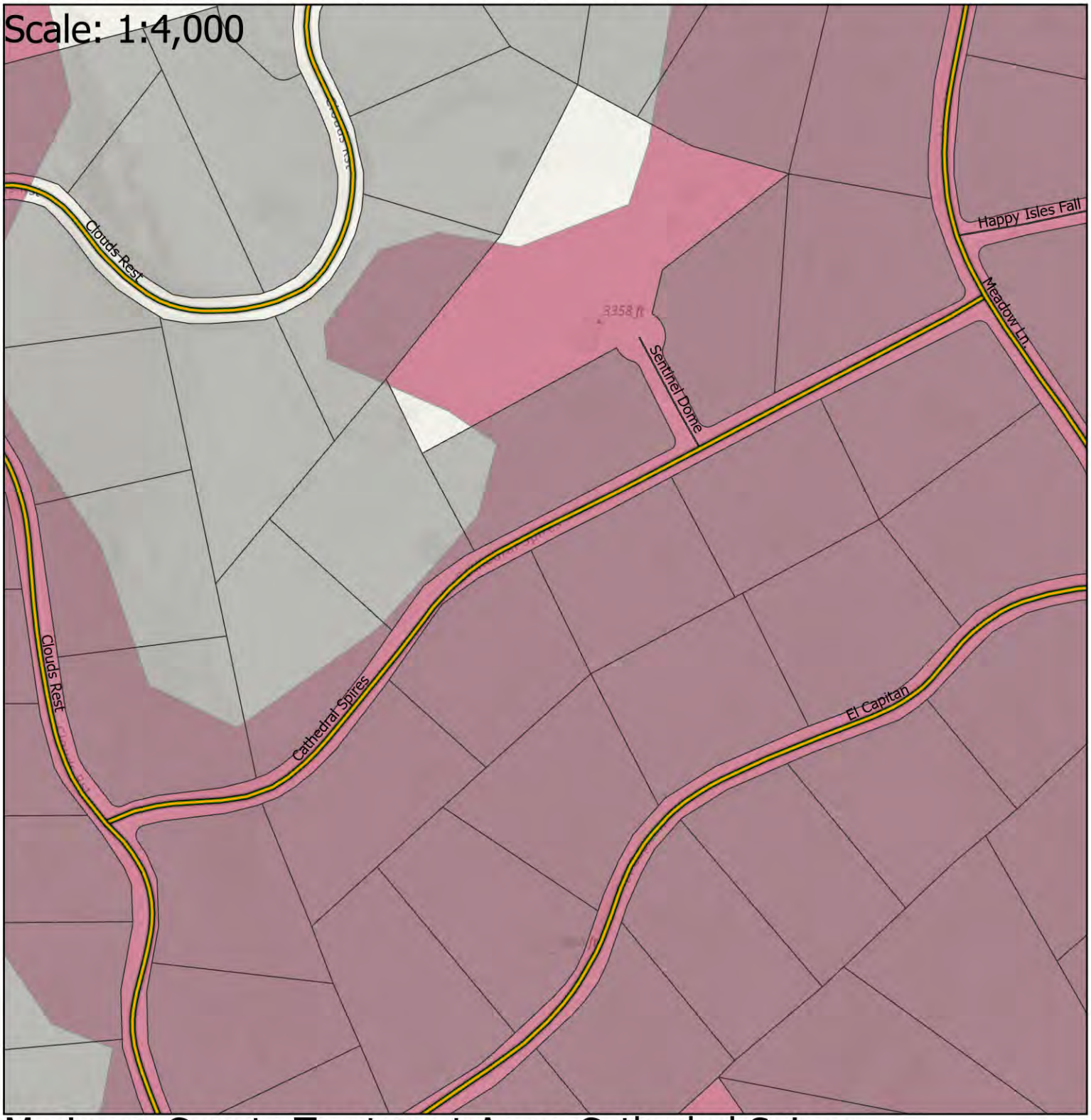


Mariposa County Treatment Area: Carleton Rd.

- Very High Priority Roadside Vegetation Treatment
- High Priority Roadside Vegetation Treatmen
- Treated Parcels
- Allred Road WUI
- Bootjack WUI
- Carlton Road WUI
- Triangle Road - WEST WUI

N

Mariposa County Roadside Vegetation Treatment in Moderate, High and Very High Wildfire Risk Population Areas and Roadside Treatment Education Campaign;
Tracking Number: 23-WP-MMU 58467316
Project Proponent: Mariposa County, John Patton

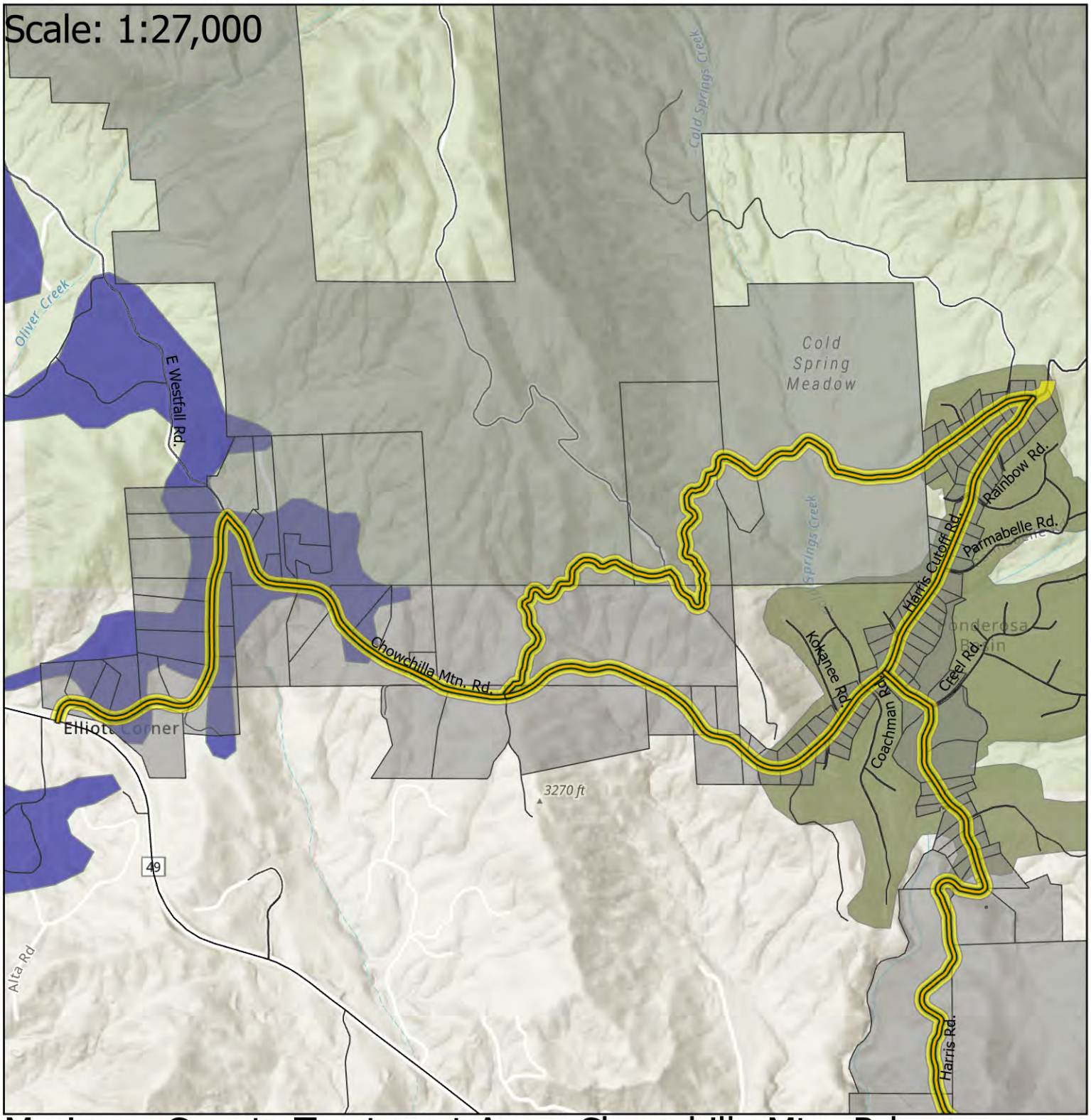


Mariposa County Treatment Area: Cathedral Spires

High Priority Roadside Vegetation Treatmen
Treated Parcels
Lushmeadows WUI

N

Mariposa County Roadside Vegetation Treatment in Moderate, High and Very High Wildfire Risk Population Areas and Roadside Treatment Education Campaign;
Tracking Number: 23-WP-MMU 58467316
Project Proponent: Mariposa County, John Patton

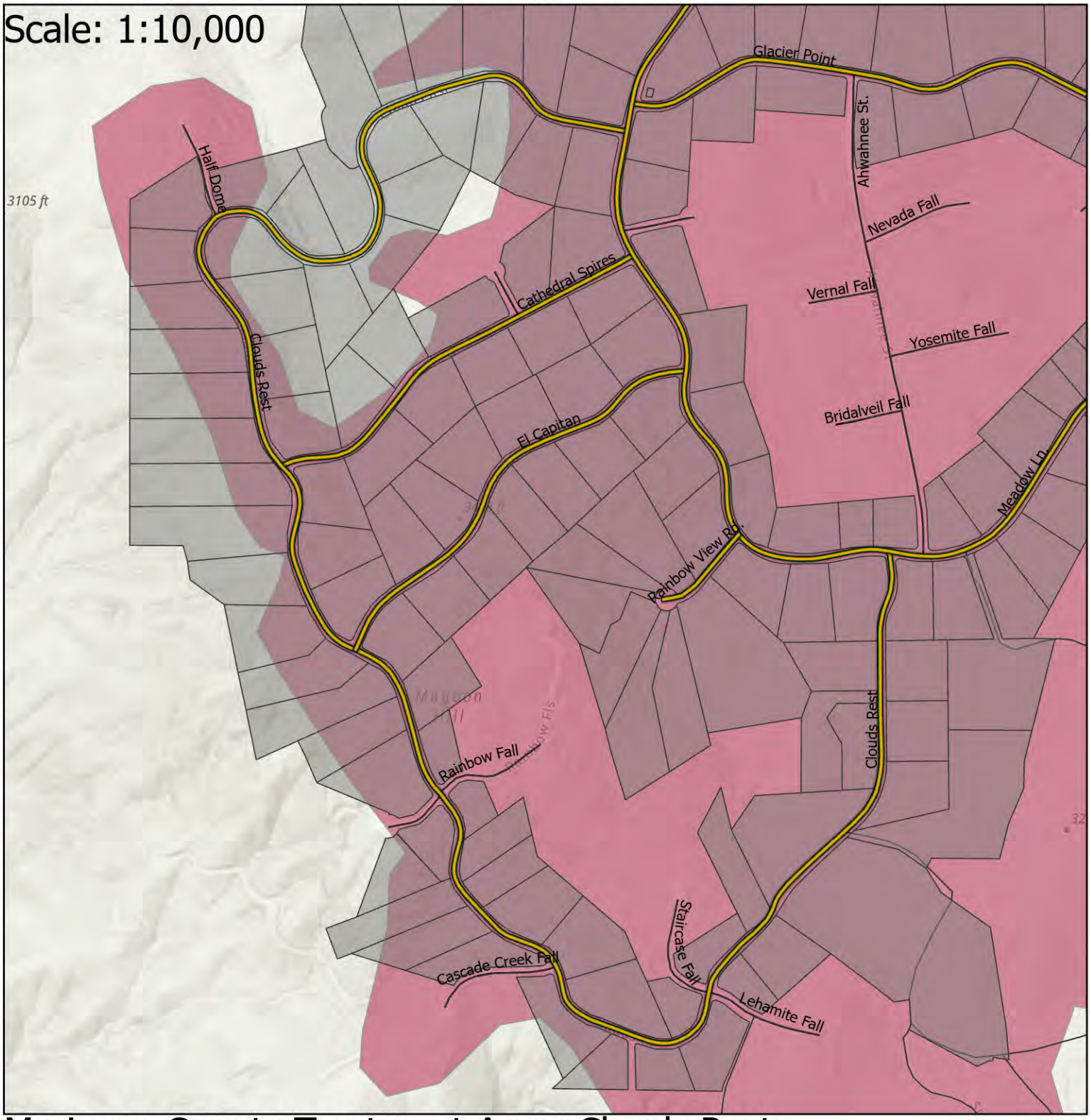


Mariposa County Treatment Area: Chowchilla Mtn. Rd.

- High Priority Roadside Vegetation Treatmen
- Treated Parcels
- East Westfall Road WUI
- Ponderosa Basin WUI

N

Mariposa County Roadside Vegetation Treatment in Moderate, High and Very High Wildfire Risk Population Areas and Roadside Treatment Education Campaign;
Tracking Number: 23-WP-MMU 58467316
Project Proponent: Mariposa County, John Patton

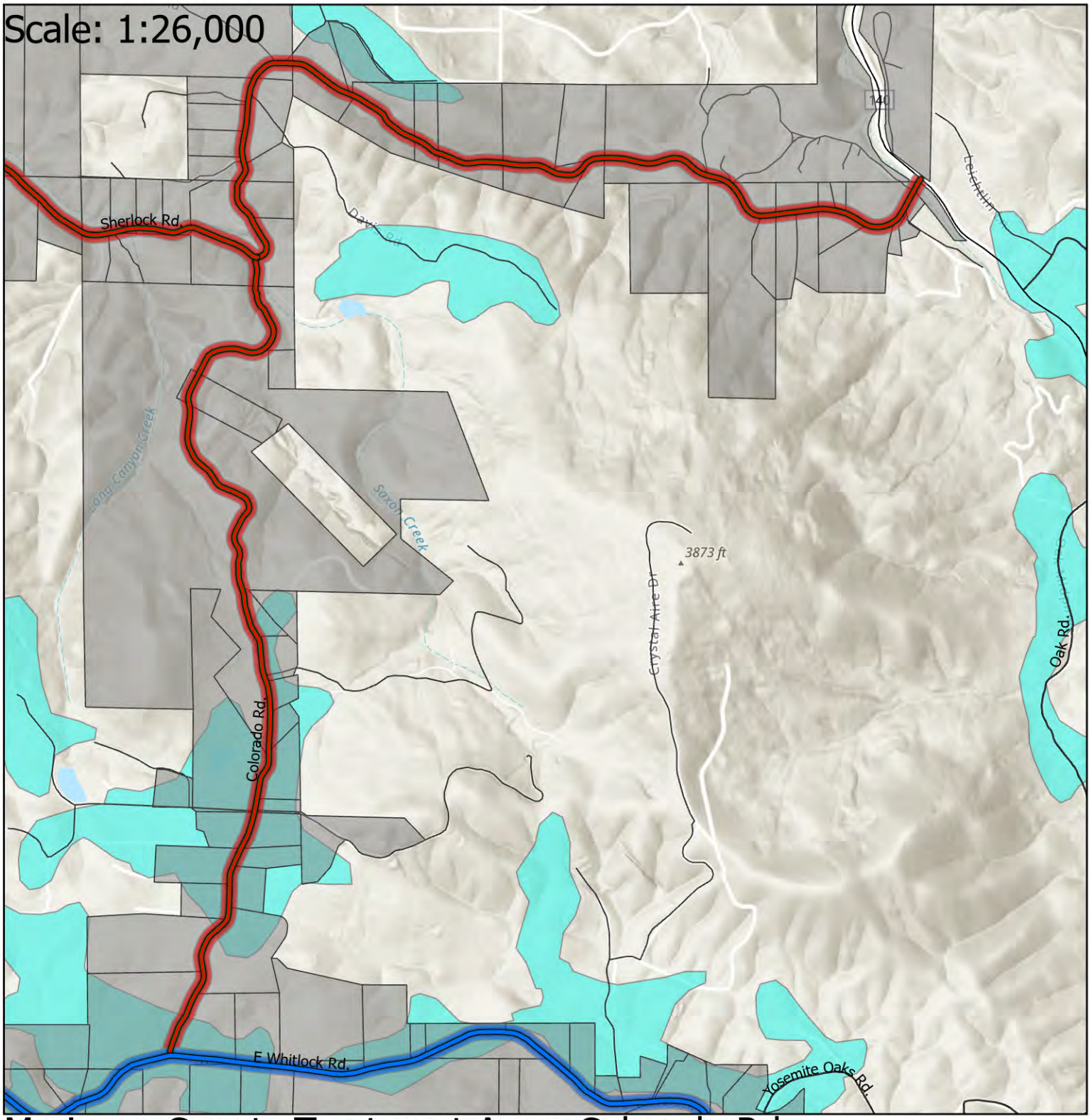


Mariposa County Treatment Area: Clouds Rest

High Priority Roadside Vegetation Treatmen
Treated Parcels
Lushmeadows WUI

N

Mariposa County Roadside Vegetation Treatment in Moderate, High and Very High Wildfire Risk Population Areas and Roadside Treatment Education Campaign;
Tracking Number: 23-WP-MMU 58467316
Project Proponent: Mariposa County, John Patton

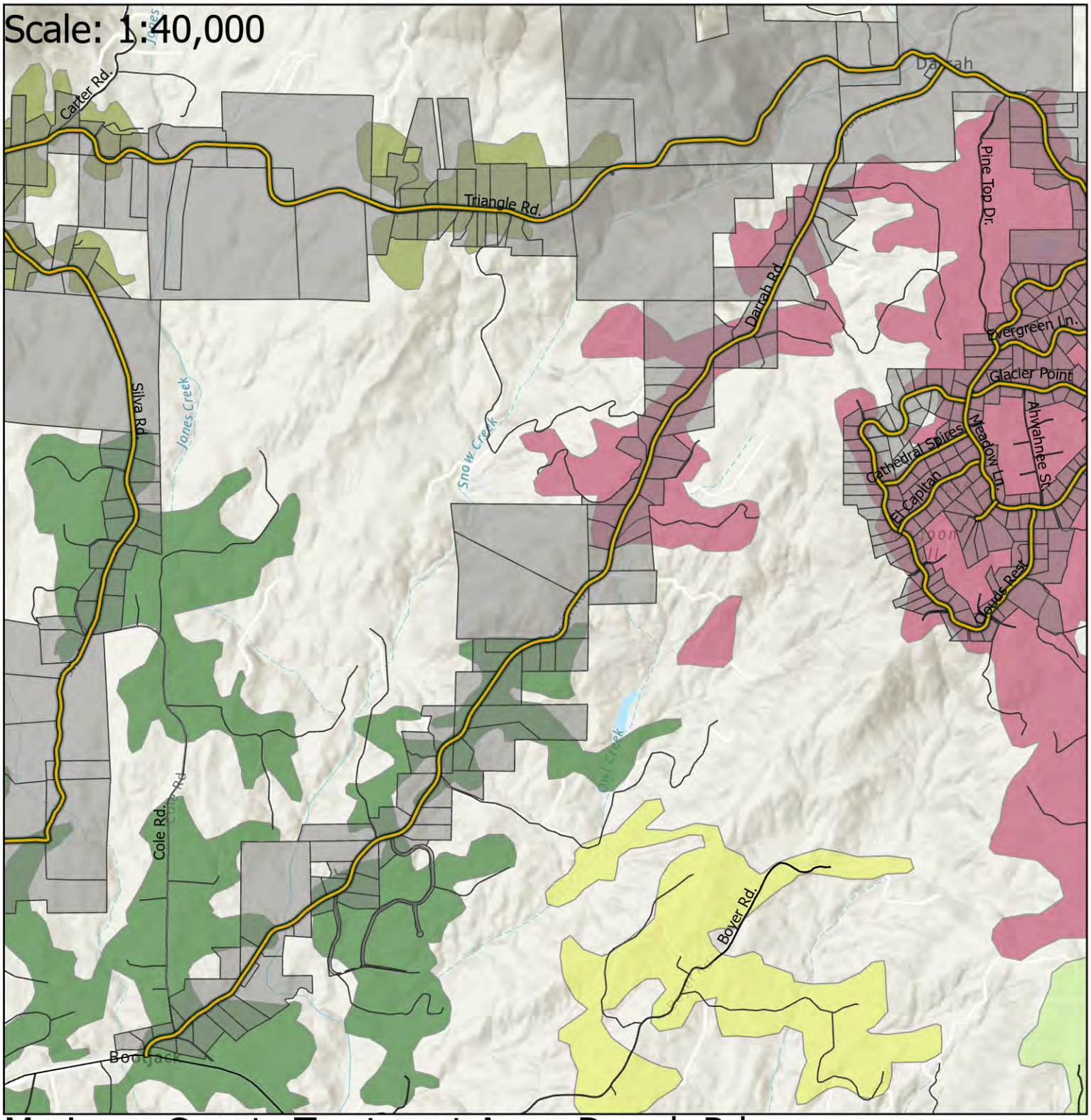


Mariposa County Treatment Area: Colorado Rd.

- Very High Priority Roadside Vegetation Treatment
- Medium Priority Roadside Vegetation Treatment
- Treated Parcels
- Midpines WUI

N

Mariposa County Roadside Vegetation Treatment in Moderate, High and Very High Wildfire Risk Population Areas and Roadside Treatment Education Campaign;
Tracking Number: 23-WP-MMU 58467316
Project Proponent: Mariposa County, John Patton

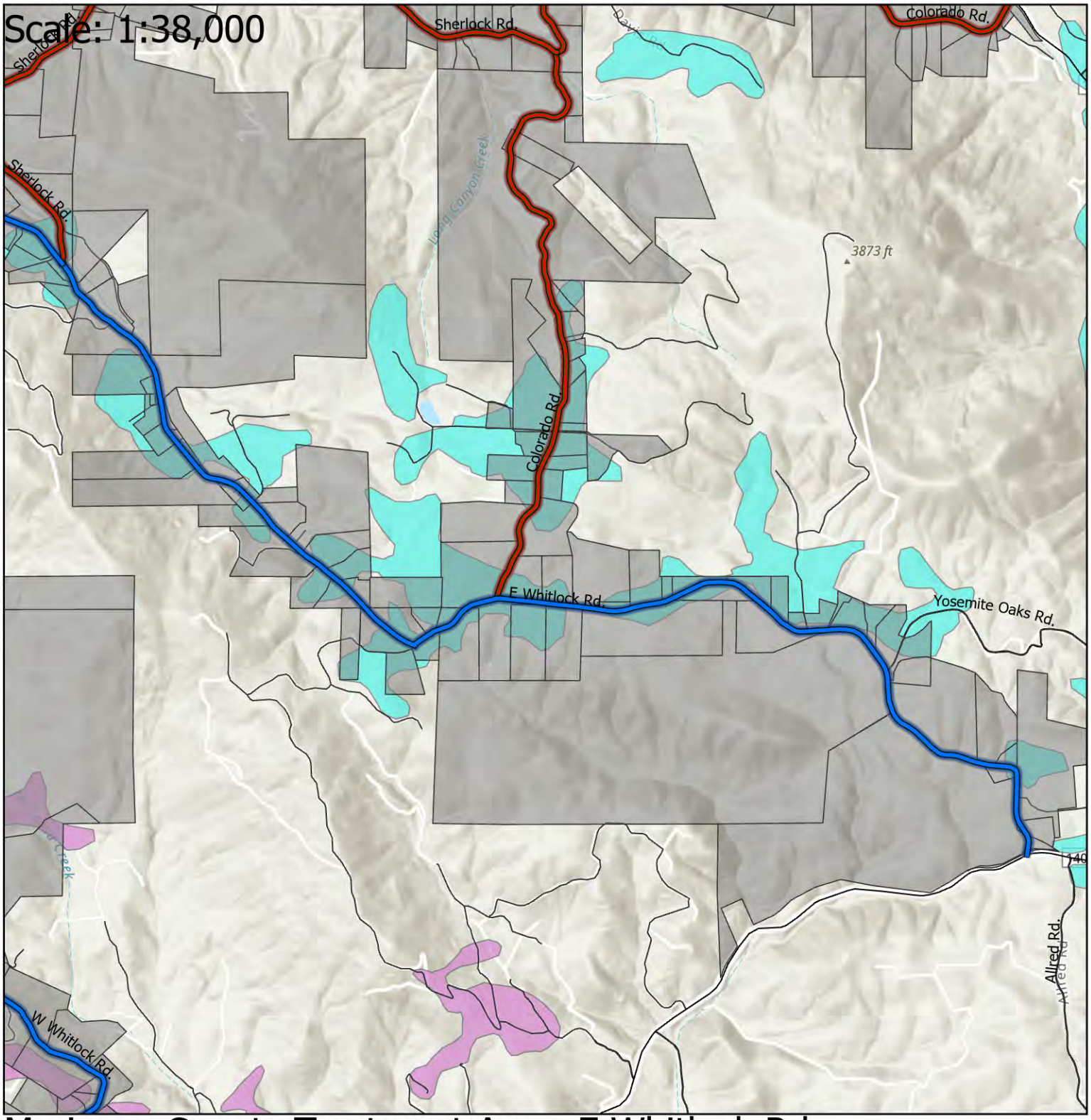


Mariposa County Treatment Area: Darrah Rd.

- High Priority Roadside Vegetation Treatmen
- Treated Parcels
- Bootjack WUI
- Boyer Road WUI
- Lushmeadows WUI
- Tip Top Road WUI
- Triangle Road - WEST WUI

N

Mariposa County Roadside Vegetation Treatment in Moderate, High and Very High Wildfire Risk Population Areas and Roadside Treatment Education Campaign;
Tracking Number: 23-WP-MMU 58467316
Project Proponent: Mariposa County, John Patton

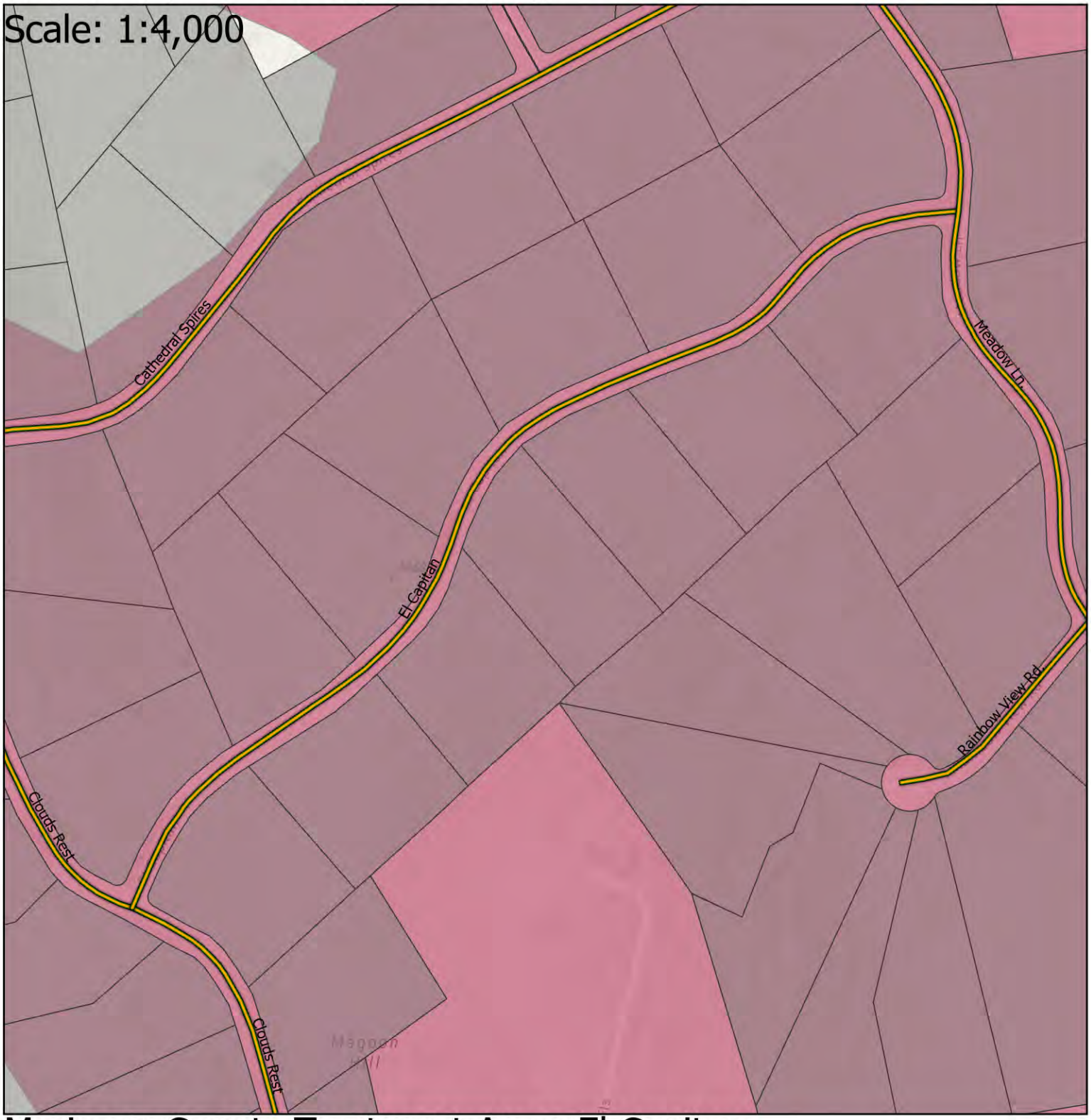


Mariposa County Treatment Area: E Whitlock Rd.

- Very High Priority Roadside Vegetation Treatment
- Medium Priority Roadside Vegetation Treatment
- Treated Parcels
- Mariposa WUI
- Midpines WUI

N

Mariposa County Roadside Vegetation Treatment in Moderate, High and Very High Wildfire Risk Population Areas and Roadside Treatment Education Campaign;
Tracking Number: 23-WP-MMU 58467316
Project Proponent: Mariposa County, John Patton

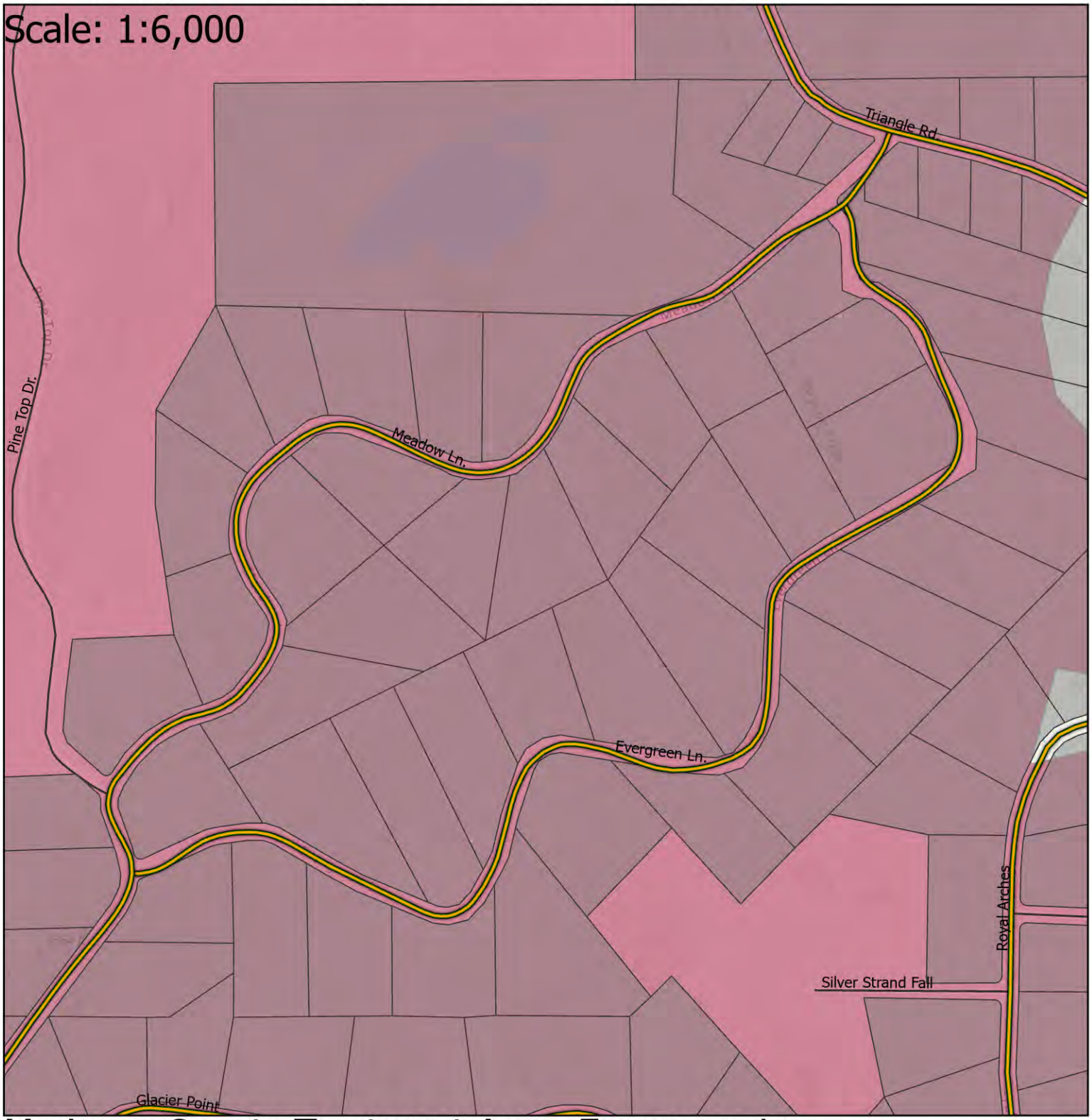


Mariposa County Treatment Area: El Capitan

High Priority Roadside Vegetation Treatmen
Treated Parcels
Lushmeadows WUI

N

Mariposa County Roadside Vegetation Treatment in Moderate, High and Very High Wildfire Risk Population Areas and Roadside Treatment Education Campaign;
Tracking Number: 23-WP-MMU 58467316
Project Proponent: Mariposa County, John Patton

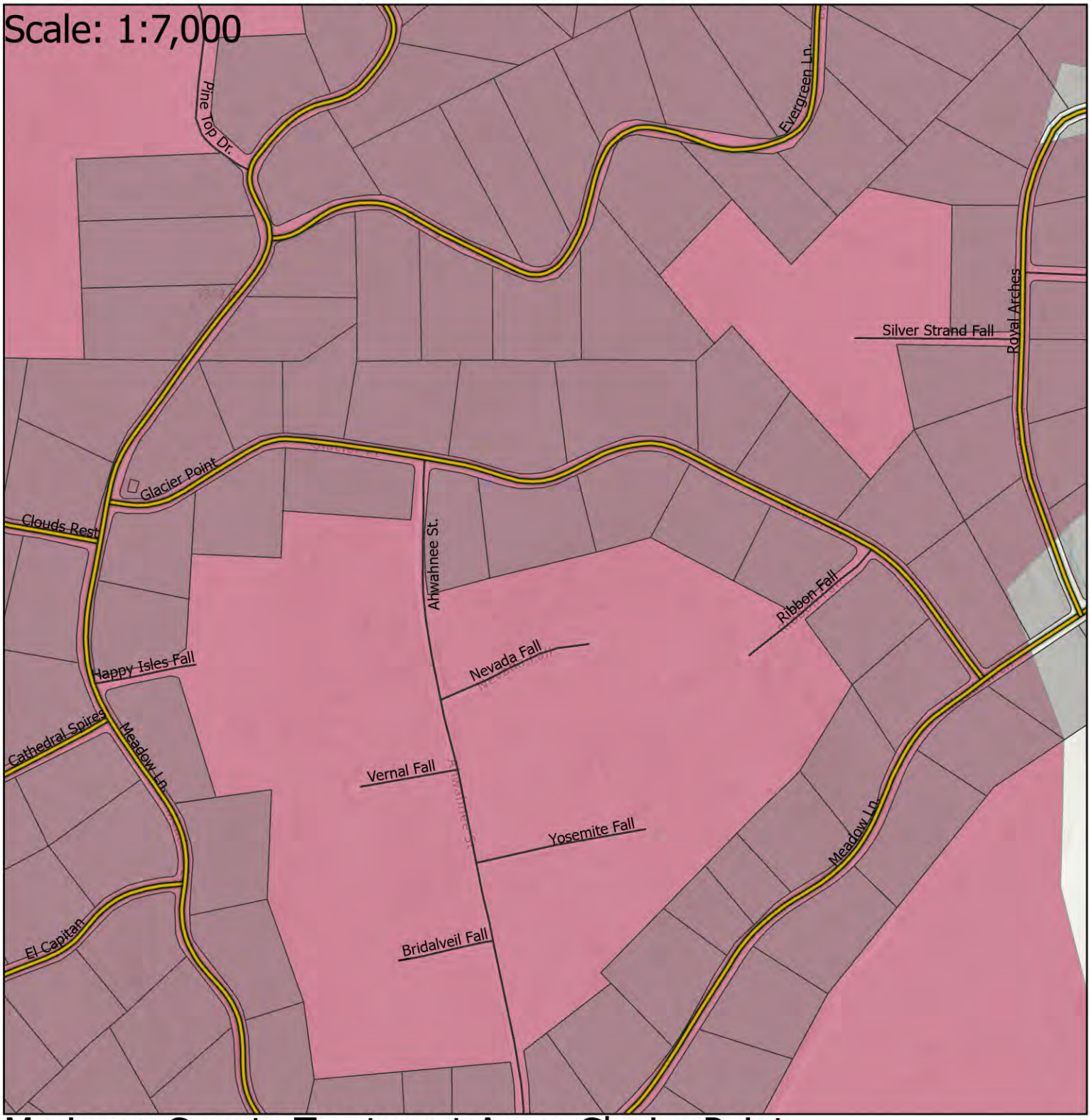


Mariposa County Treatment Area: Evergreen Ln.

High Priority Roadside Vegetation Treatmen
Treated Parcels
Lushmeadows WUI

N

Mariposa County Roadside Vegetation Treatment in Moderate, High and Very High Wildfire Risk Population Areas and Roadside Treatment Education Campaign;
Tracking Number: 23-WP-MMU 58467316
Project Proponent: Mariposa County, John Patton

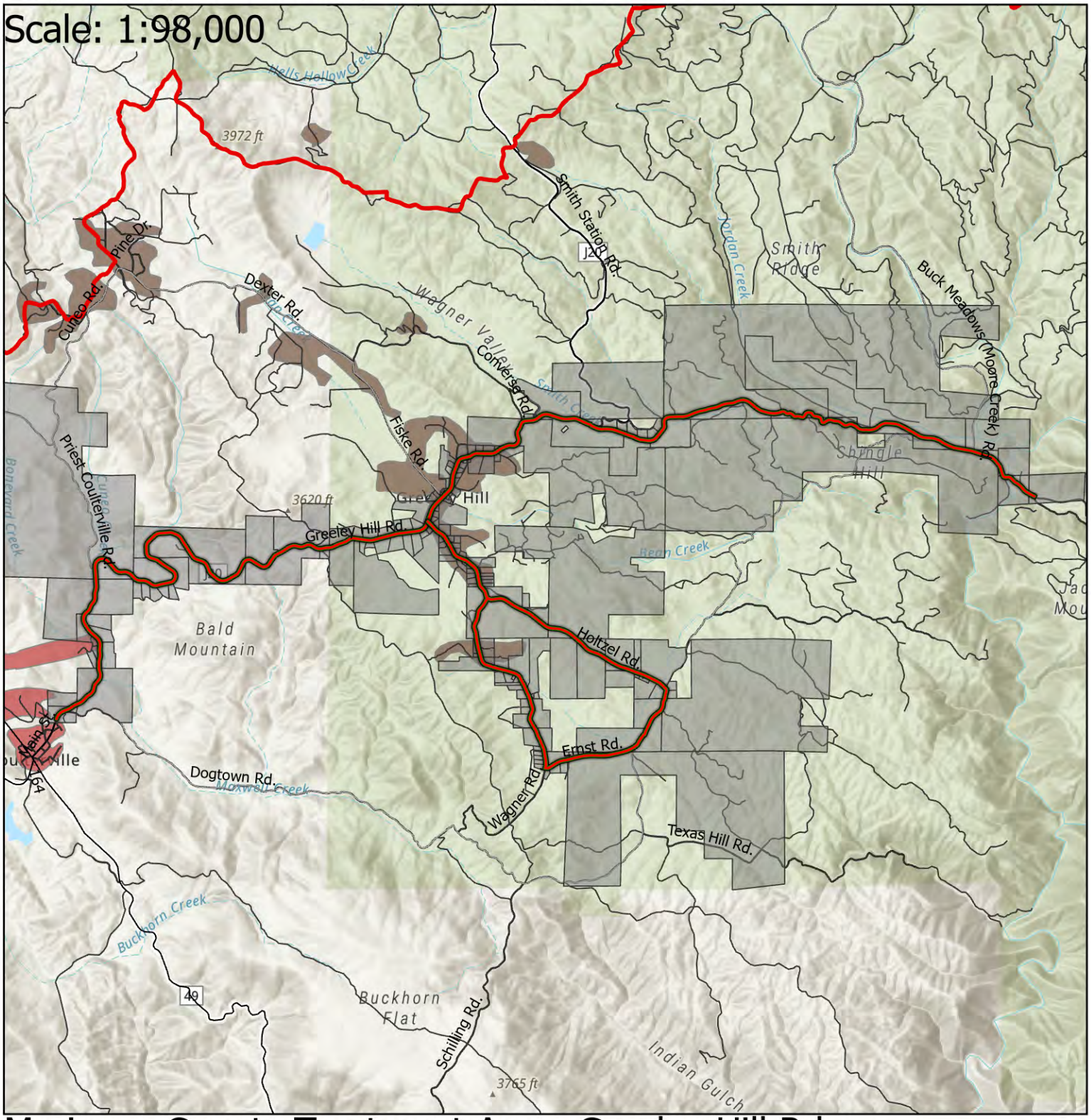


Mariposa County Treatment Area: Glacier Point

High Priority Roadside Vegetation Treatmen
Treated Parcels
Lushmeadows WUI

N

Mariposa County Roadside Vegetation Treatment in Moderate, High and Very High Wildfire Risk Population Areas and Roadside Treatment Education Campaign;
Tracking Number: 23-WP-MMU 58467316
Project Proponent: Mariposa County, John Patton

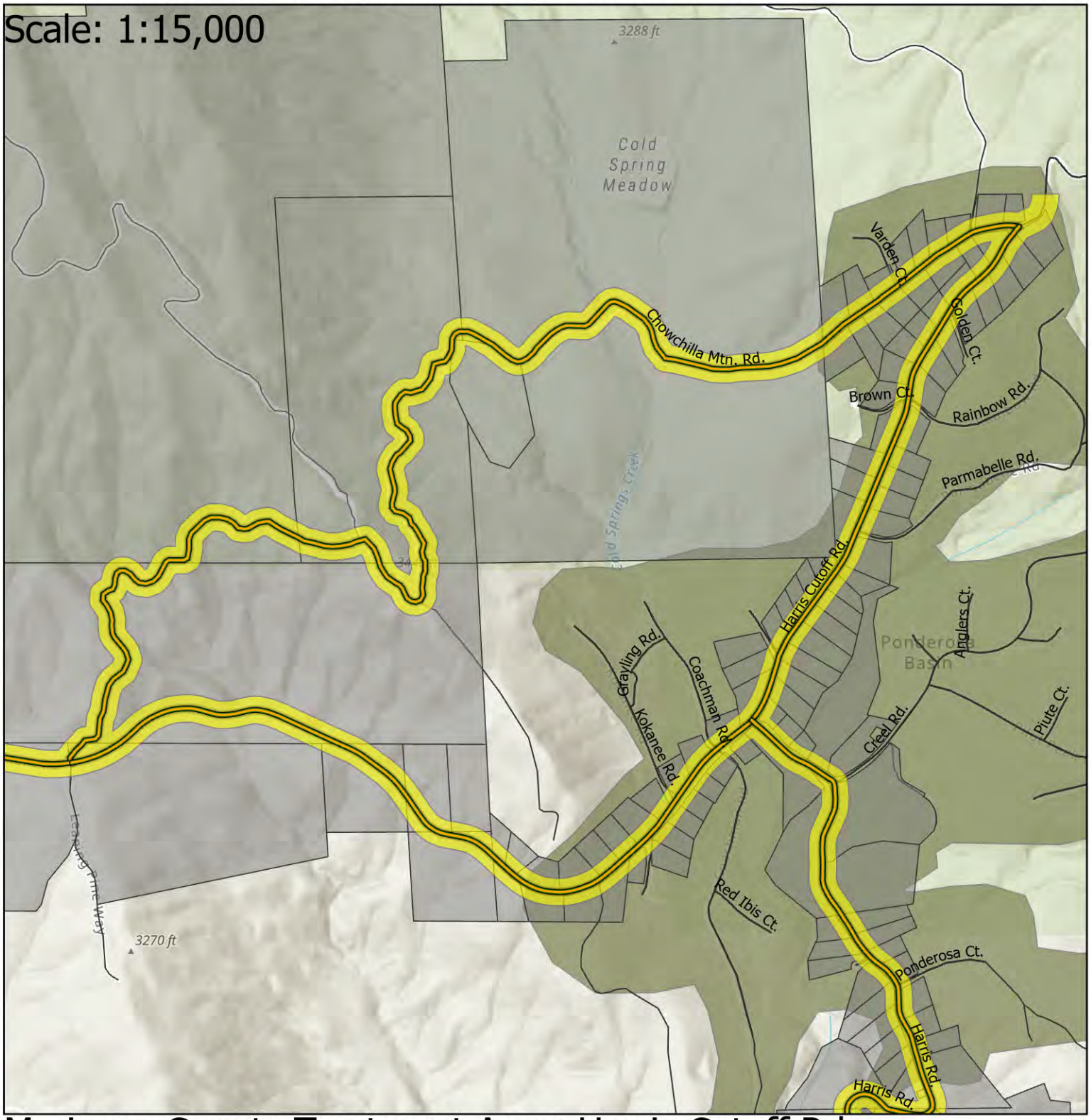


Mariposa County Treatment Area: Greeley Hill Rd.

- Very High Priority Roadside Vegetation Treatment
- Treated Parcels
- Coulterville WUI
- Greeley Hill WUI

N

Mariposa County Roadside Vegetation Treatment in Moderate, High and Very High Wildfire Risk Population Areas and Roadside Treatment Education Campaign;
Tracking Number: 23-WP-MMU 58467316
Project Proponent: Mariposa County, John Patton

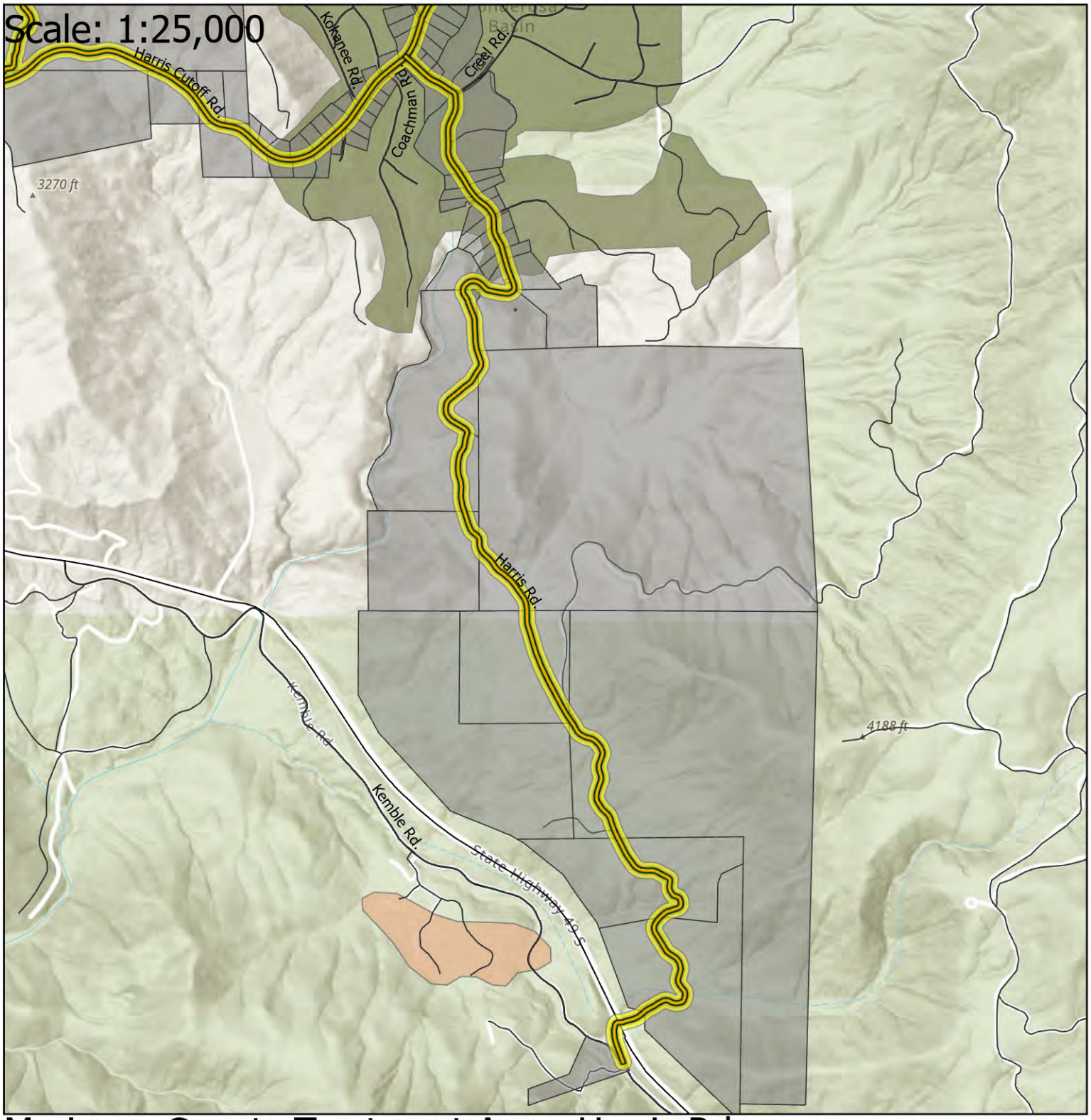


Mariposa County Treatment Area: Harris Cutoff Rd.

High Priority Roadside Vegetation Treatmen
Treated Parcels
Ponderosa Basin WUI

N

Mariposa County Roadside Vegetation Treatment in Moderate, High and Very High Wildfire Risk Population Areas and Roadside Treatment Education Campaign;
Tracking Number: 23-WP-MMU 58467316
Project Proponent: Mariposa County, John Patton

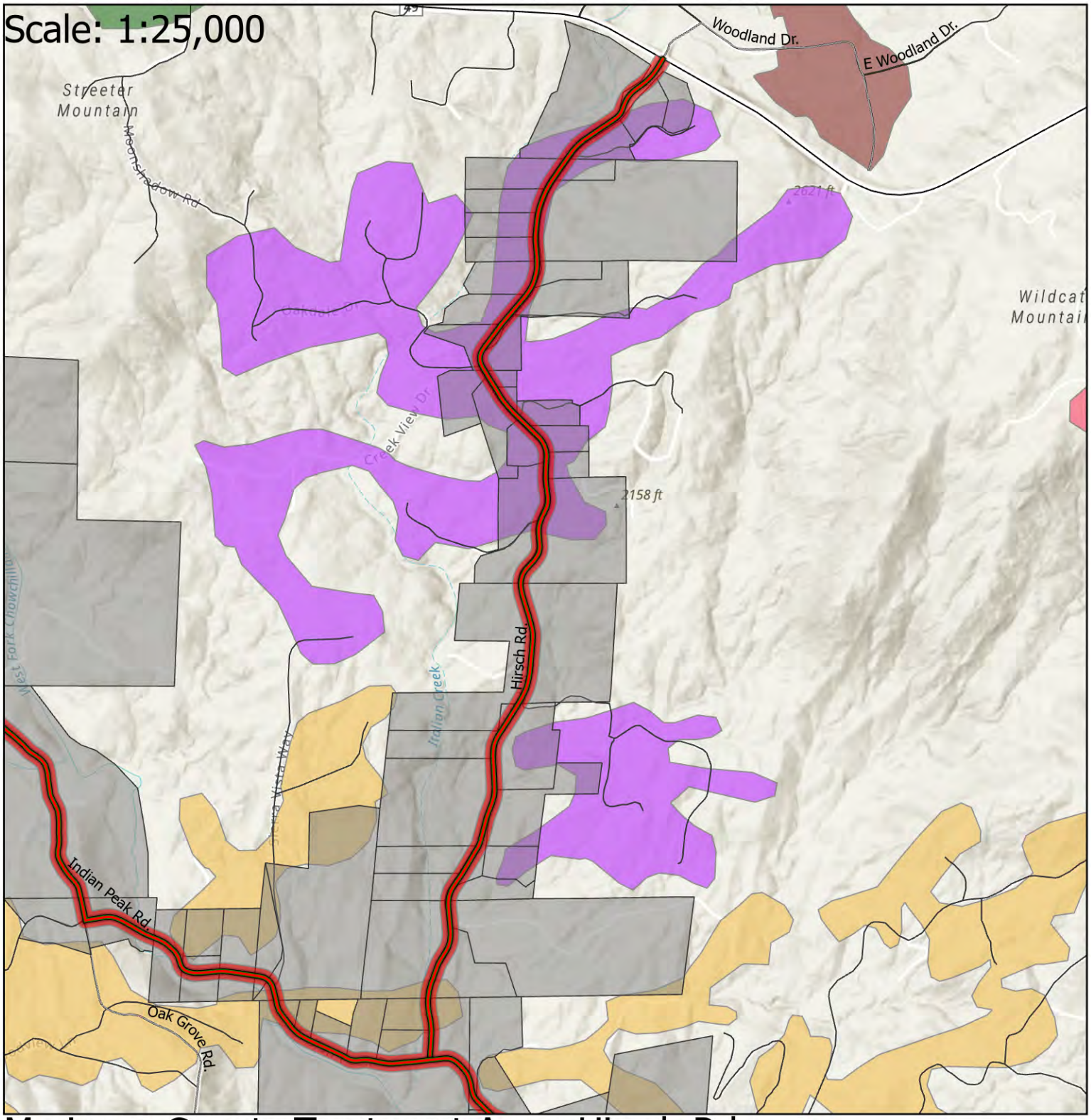


Mariposa County Treatment Area: Harris Rd.

- High Priority Roadside Vegetation Treatmen
- Treated Parcels
- Kemble Road WUI
- Ponderosa Basin WUI

N

Mariposa County Roadside Vegetation Treatment in Moderate, High and Very High Wildfire Risk Population Areas and Roadside Treatment Education Campaign;
Tracking Number: 23-WP-MMU 58467316
Project Proponent: Mariposa County, John Patton

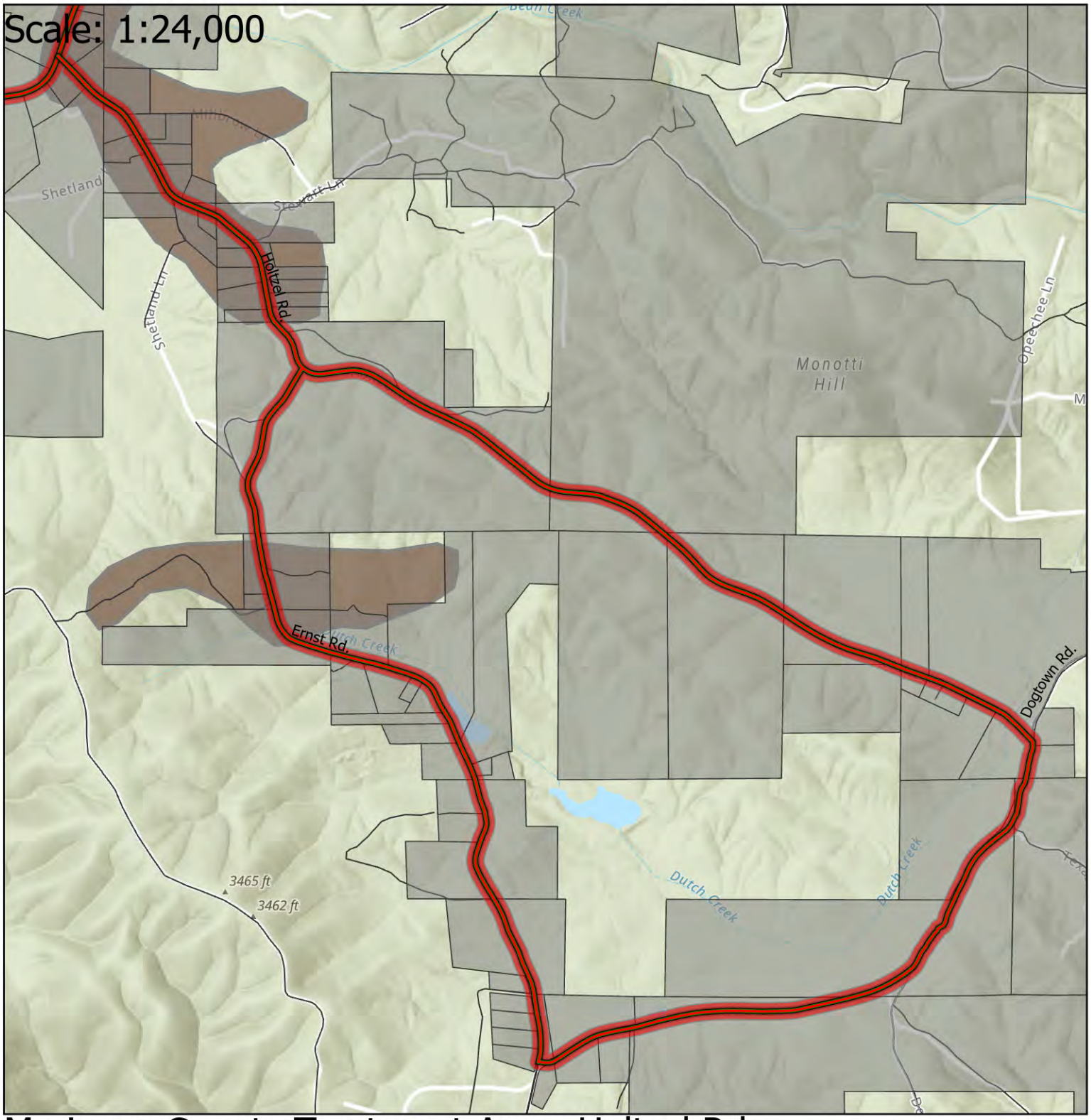


Mariposa County Treatment Area: Hirsch Rd.

- Very High Priority Roadside Vegetation Treatment
- Treated Parcels
- Bootjack WUI
- Hirsch Road WUI
- Indian Peak Road WUI
- Usona Road WUI
- Woodland Drive WUI

N

Mariposa County Roadside Vegetation Treatment in Moderate, High and Very High Wildfire Risk Population Areas and Roadside Treatment Education Campaign;
Tracking Number: 23-WP-MMU 58467316
Project Proponent: Mariposa County, John Patton

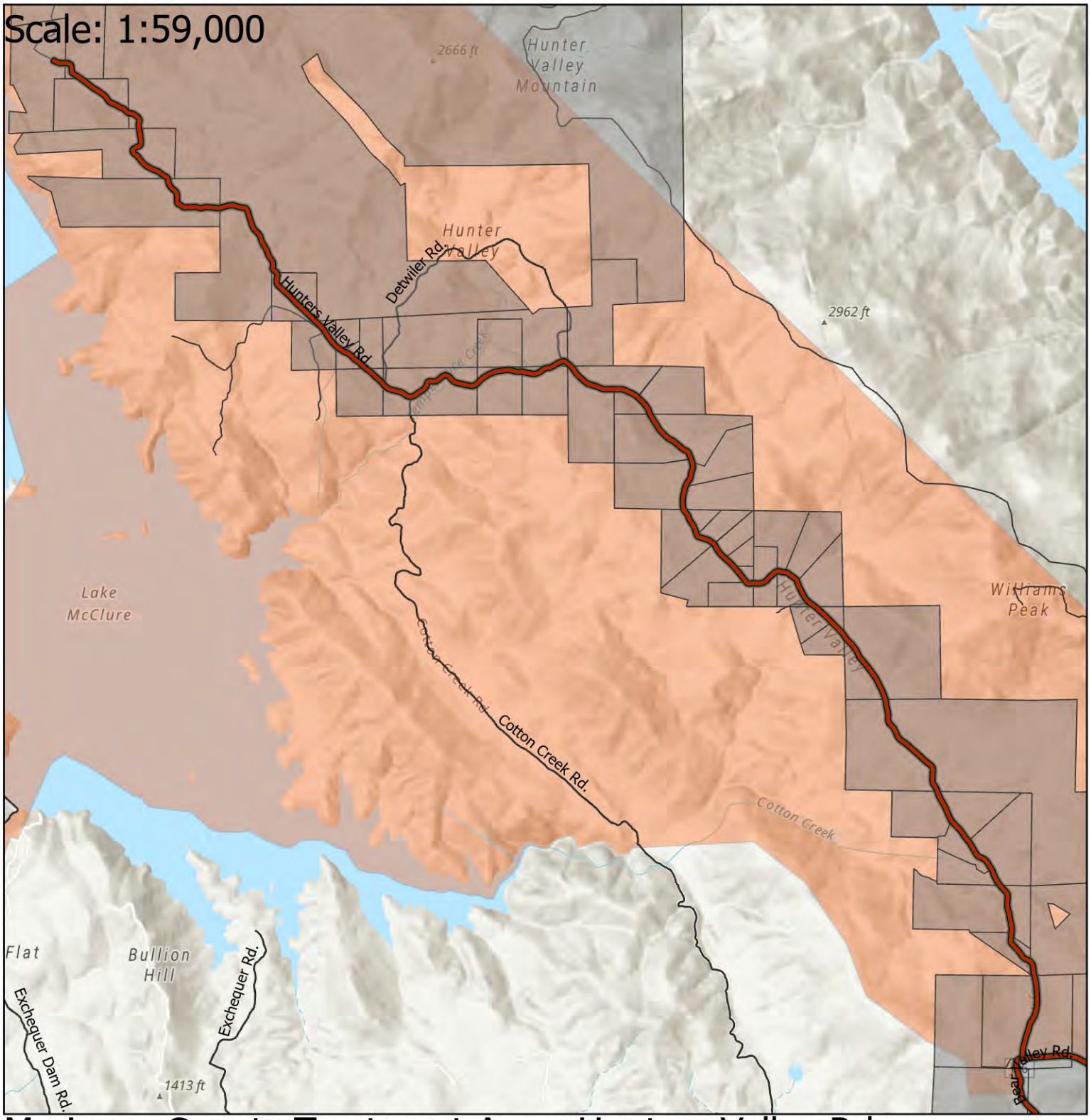


Mariposa County Treatment Area: Holtzel Rd.

Very High Priority Roadside Vegetation Treatment
Treated Parcels
Greeley Hill WUI

N

Mariposa County Roadside Vegetation Treatment in Moderate, High and Very High Wildfire Risk Population Areas and Roadside Treatment Education Campaign;
Tracking Number: 23-WP-MMU 58467316
Project Proponent: Mariposa County, John Patton



Mariposa County Treatment Area: Hunters Valley Rd.

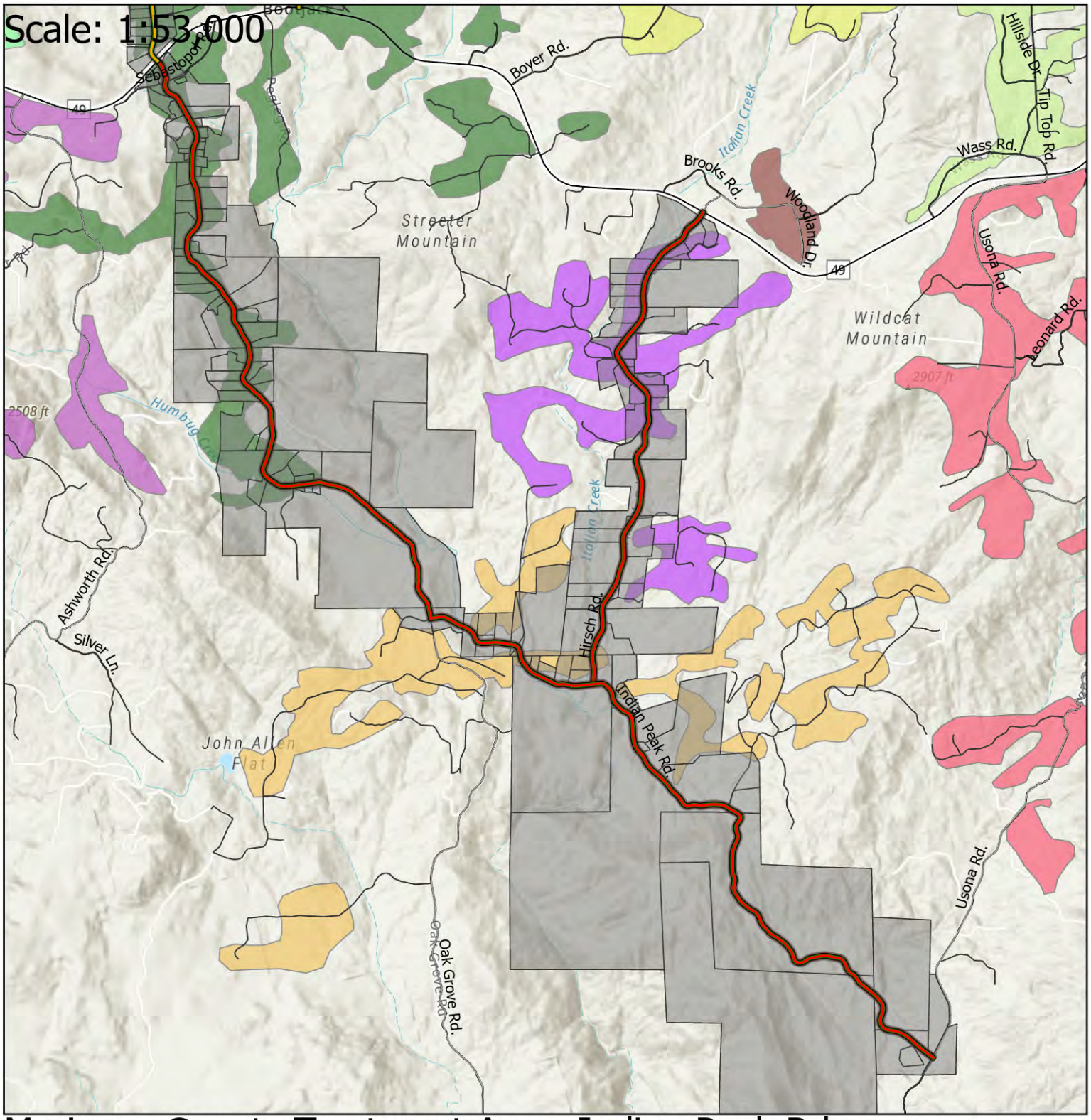
Very High Priority Roadside Vegetation Treatment
Treated Parcels
Hunters Valley WUI

N

Mariposa County Roadside Vegetation Treatment in Moderate, High and Very High Wildfire Risk Population Areas and Roadside Treatment Education Campaign;

Tracking Number: 23-WP-MMU 58467316

Project Proponent: Mariposa County, John Patton

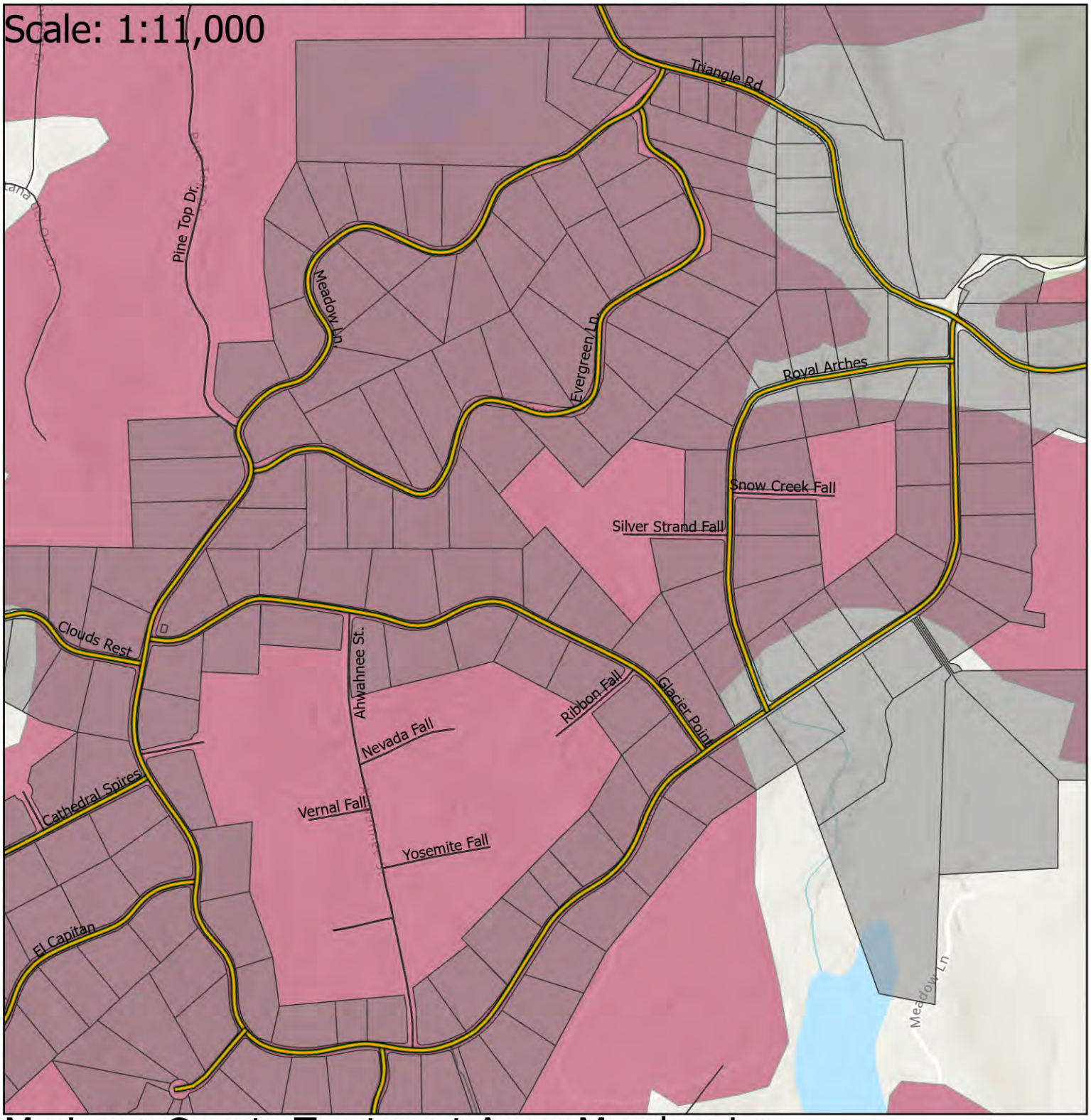


Mariposa County Treatment Area: Indian Peak Rd.

- Very High Priority Roadside Vegetation Treatment
- High Priority Roadside Vegetation Treatmen
- Treated Parcels
- Allred Road WUI
- Ashworth WUI
- Bootjack WUI
- Boyer Road WUI
- Hirsch Road WUI
- Indian Peak Road WUI
- Tip Top Road WUI
- Usona Road WUI
- Woodland Drive WUI

N

Mariposa County Roadside Vegetation Treatment in Moderate, High and Very High Wildfire Risk Population Areas and Roadside Treatment Education Campaign;
Tracking Number: 23-WP-MMU 58467316
Project Proponent: Mariposa County, John Patton

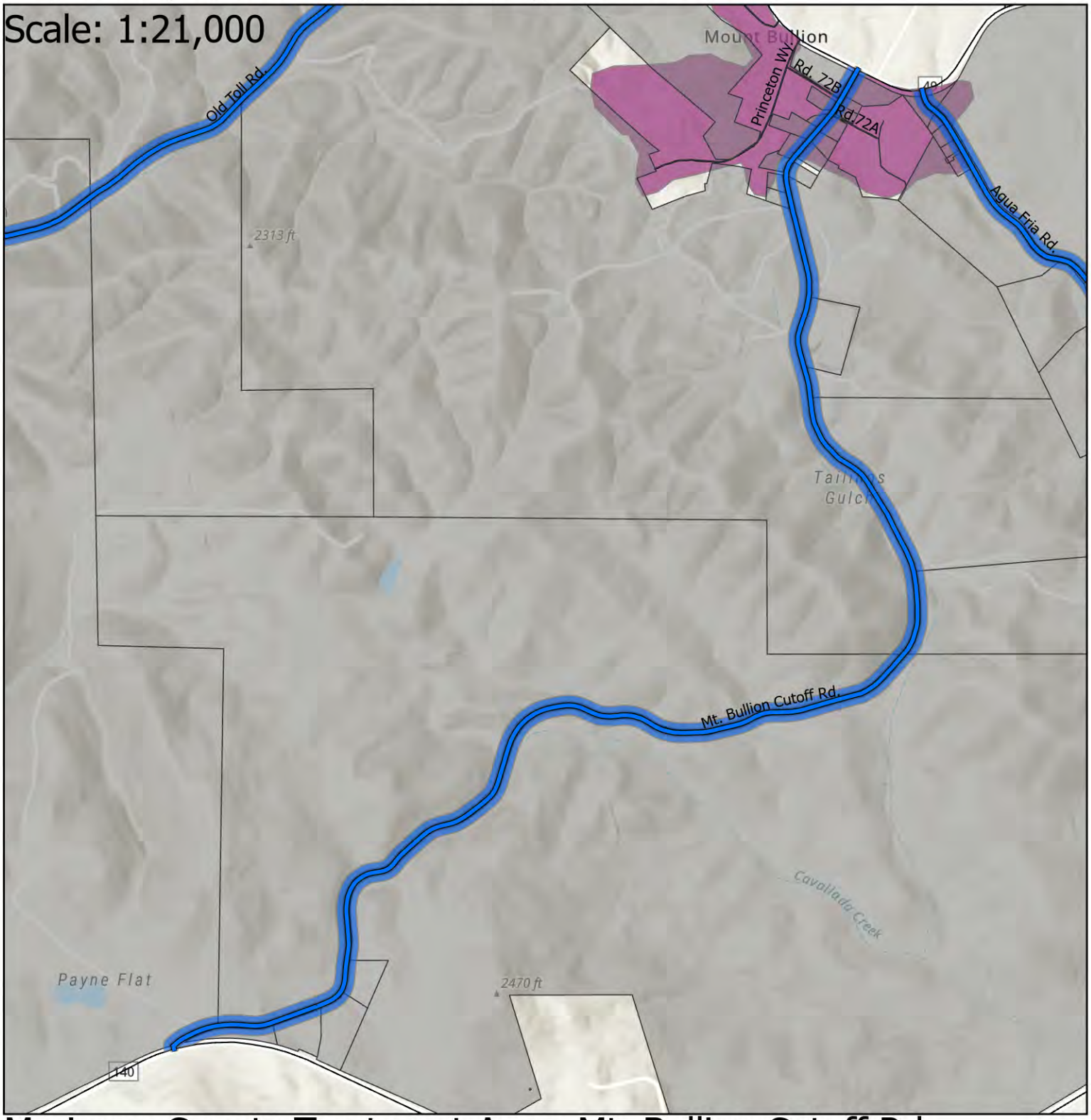


Mariposa County Treatment Area: Meadow Ln.

High Priority Roadside Vegetation Treatmen
Treated Parcels
Lushmeadows WUI

N

Mariposa County Roadside Vegetation Treatment in Moderate, High and Very High Wildfire Risk Population Areas and Roadside Treatment Education Campaign;
Tracking Number: 23-WP-MMU 58467316
Project Proponent: Mariposa County, John Patton

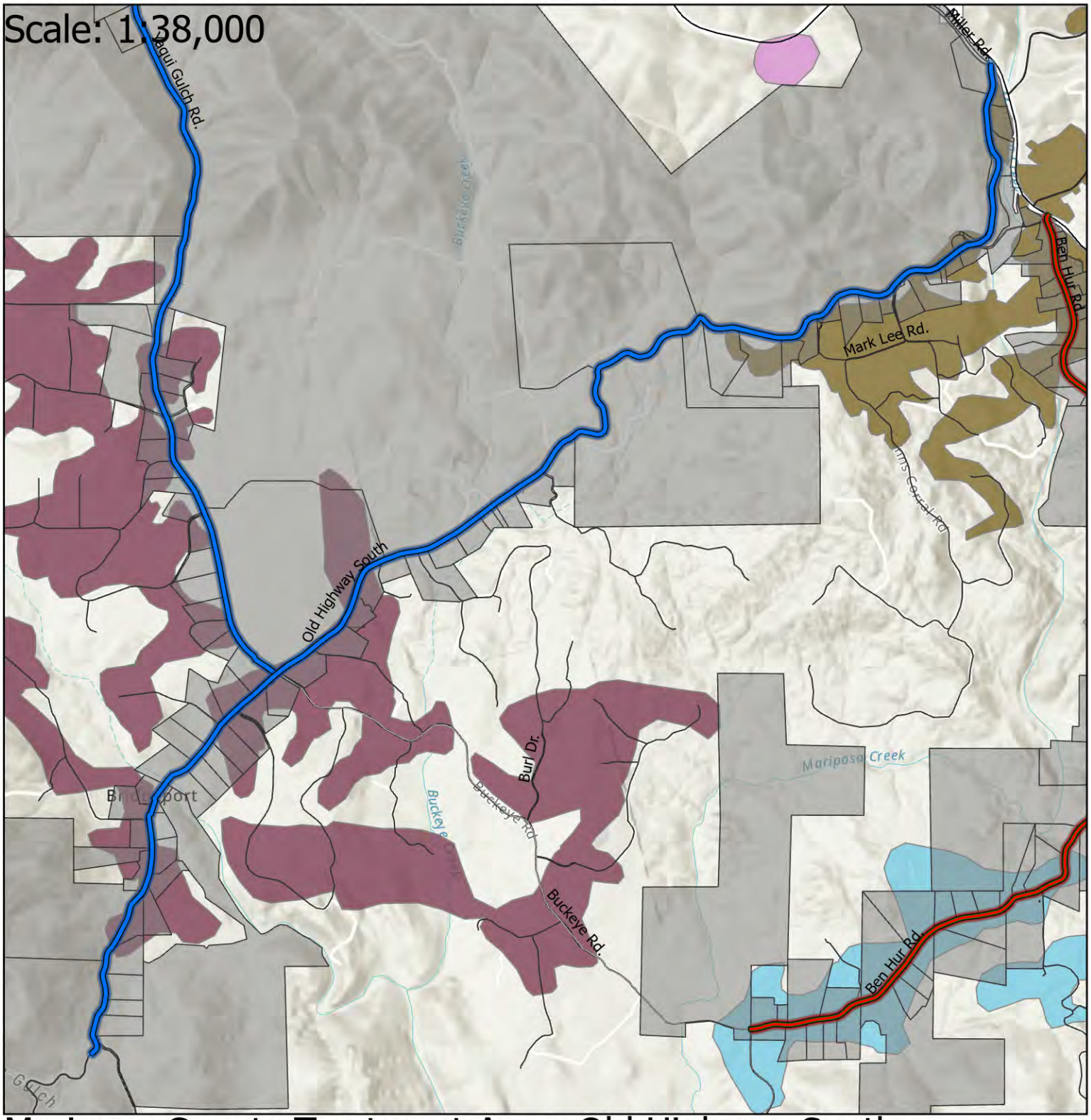


Mariposa County Treatment Area: Mt. Bullion Cutoff Rd.

- Medium Priority Roadside Vegetation Treatment
- Treated Parcels
- Mt Bullion WUI

N

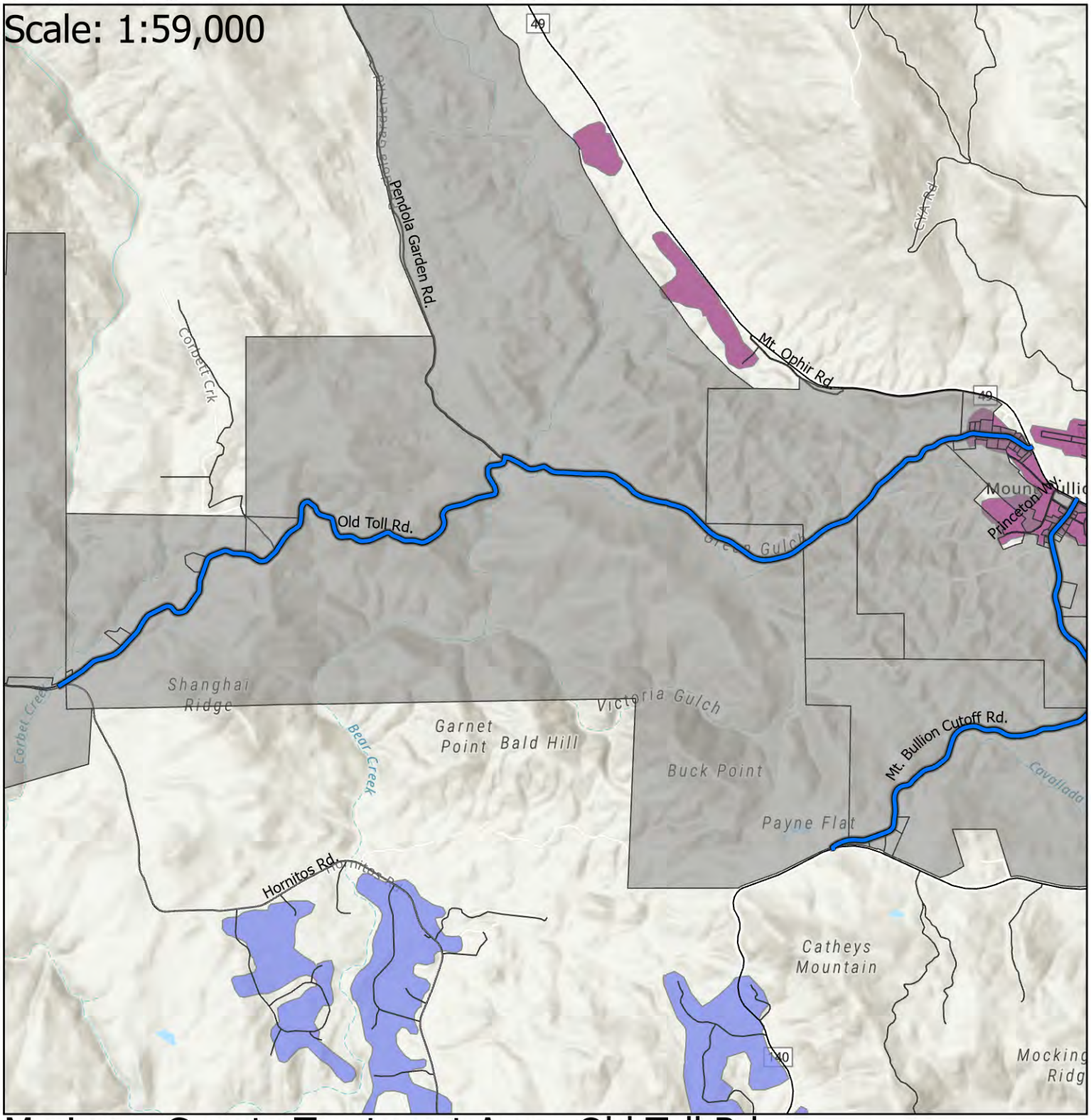
Mariposa County Roadside Vegetation Treatment in Moderate, High and Very High Wildfire Risk Population Areas and Roadside Treatment Education Campaign;
Tracking Number: 23-WP-MMU 58467316
Project Proponent: Mariposa County, John Patton



Mariposa County Treatment Area: Old Highway South

- Very High Priority Roadside Vegetation Treatment
- Medium Priority Roadside Vegetation Treatment
- Treated Parcels
- Ben Hur Road WUI
- Bridgeport WUI
- Mariposa WUI
- Mormon Bar WUI

Mariposa County Roadside Vegetation Treatment in Moderate, High and Very High Wildfire Risk Population Areas and Roadside Treatment Education Campaign;
Tracking Number: 23-WP-MMU 58467316
Project Proponent: Mariposa County, John Patton

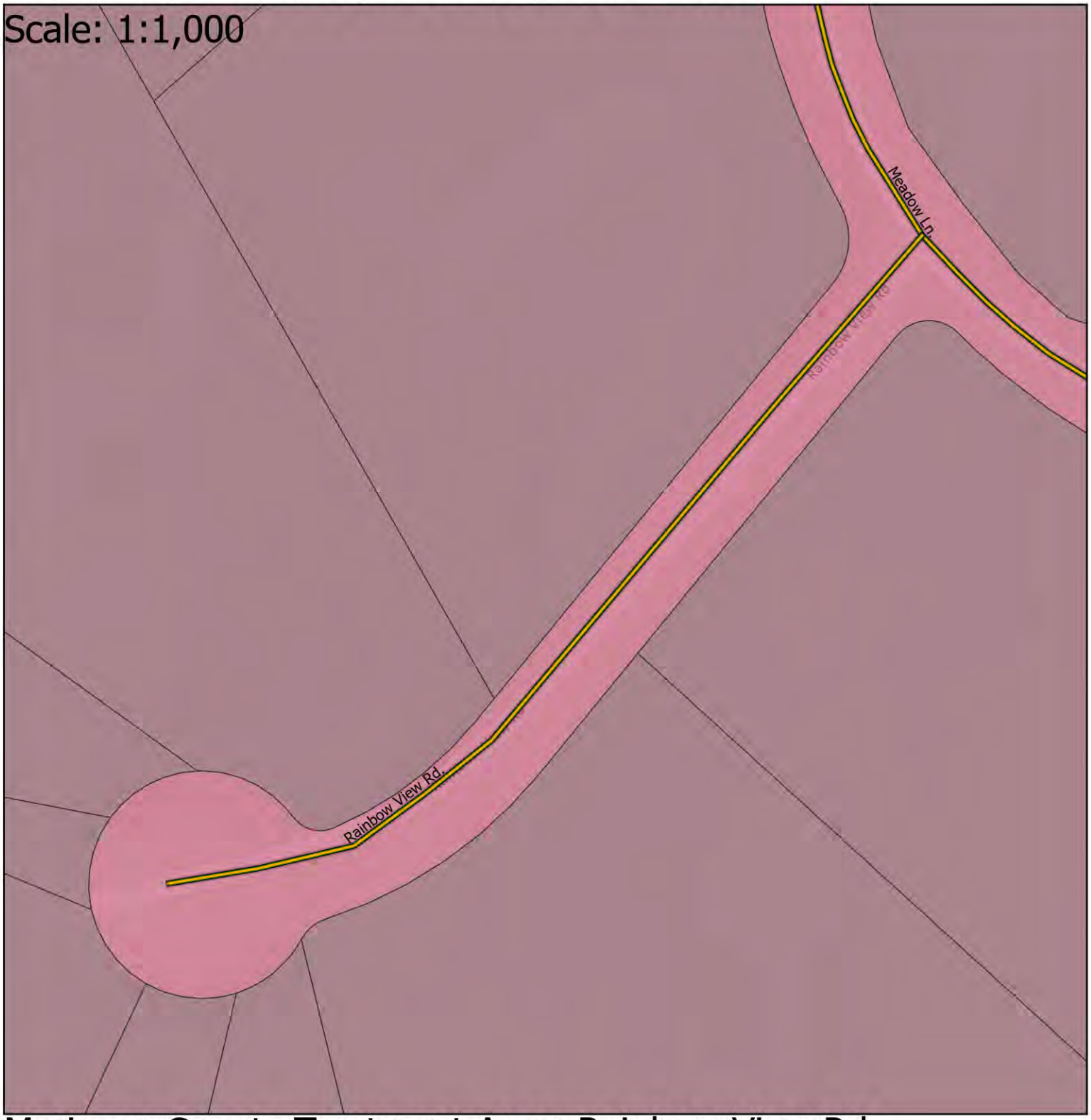


Mariposa County Treatment Area: Old Toll Rd.

- Medium Priority Roadside Vegetation Treatment
- Treated Parcels
- Catheys Valley WUI
- Mt Bullion WUI

N

Mariposa County Roadside Vegetation Treatment in Moderate, High and Very High Wildfire Risk Population Areas and Roadside Treatment Education Campaign;
Tracking Number: 23-WP-MMU 58467316
Project Proponent: Mariposa County, John Patton

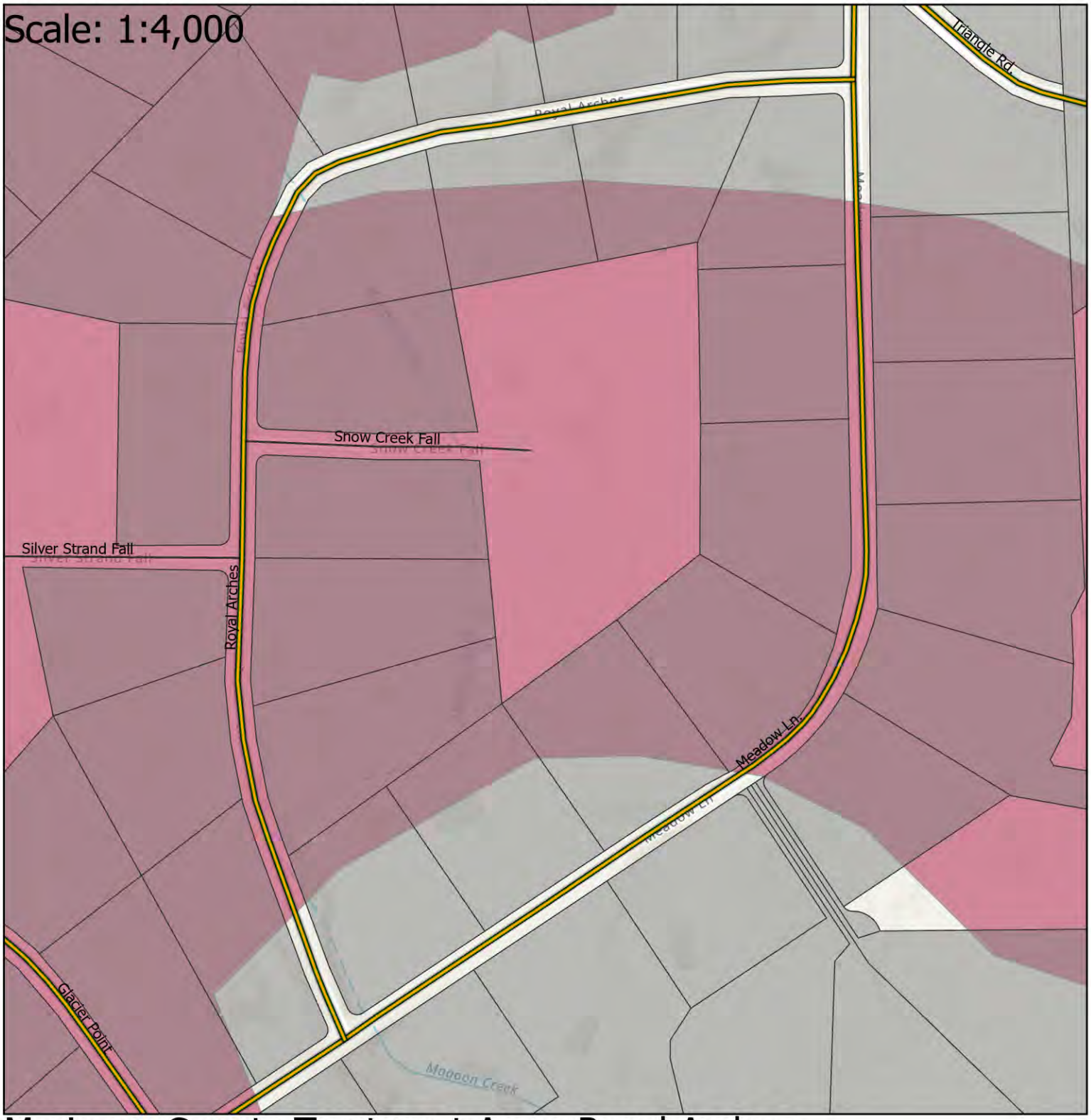


Mariposa County Treatment Area: Rainbow View Rd.

High Priority Roadside Vegetation Treatmen
Treated Parcels
Lushmeadows WUI

N

Mariposa County Roadside Vegetation Treatment in Moderate, High and Very High Wildfire Risk Population Areas and Roadside Treatment Education Campaign;
Tracking Number: 23-WP-MMU 58467316
Project Proponent: Mariposa County, John Patton

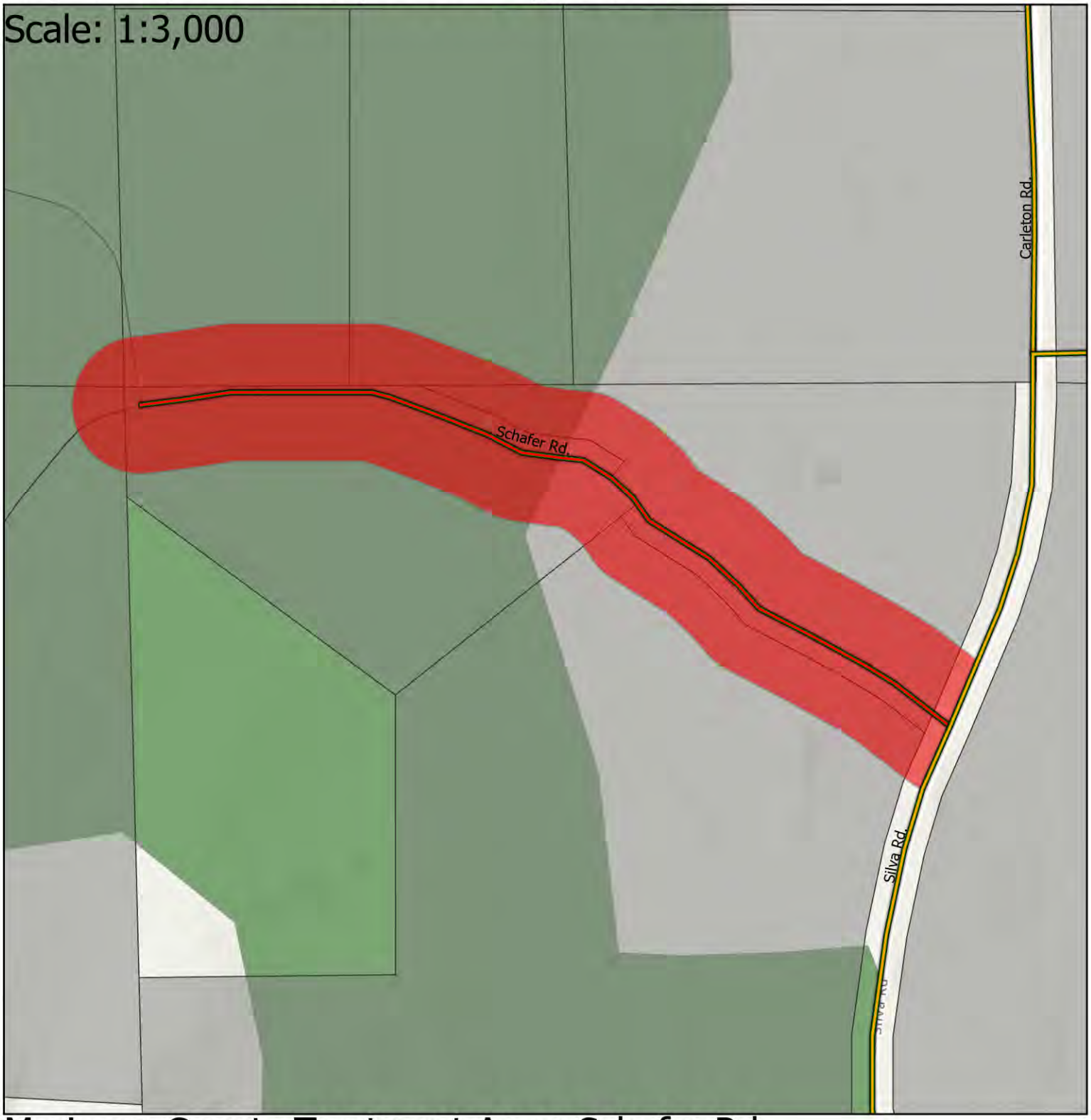


Mariposa County Treatment Area: Royal Arches

High Priority Roadside Vegetation Treatmen
Treated Parcels
Lushmeadows WUI

N

Mariposa County Roadside Vegetation Treatment in Moderate, High and Very High Wildfire Risk Population Areas and Roadside Treatment Education Campaign;
Tracking Number: 23-WP-MMU 58467316
Project Proponent: Mariposa County, John Patton

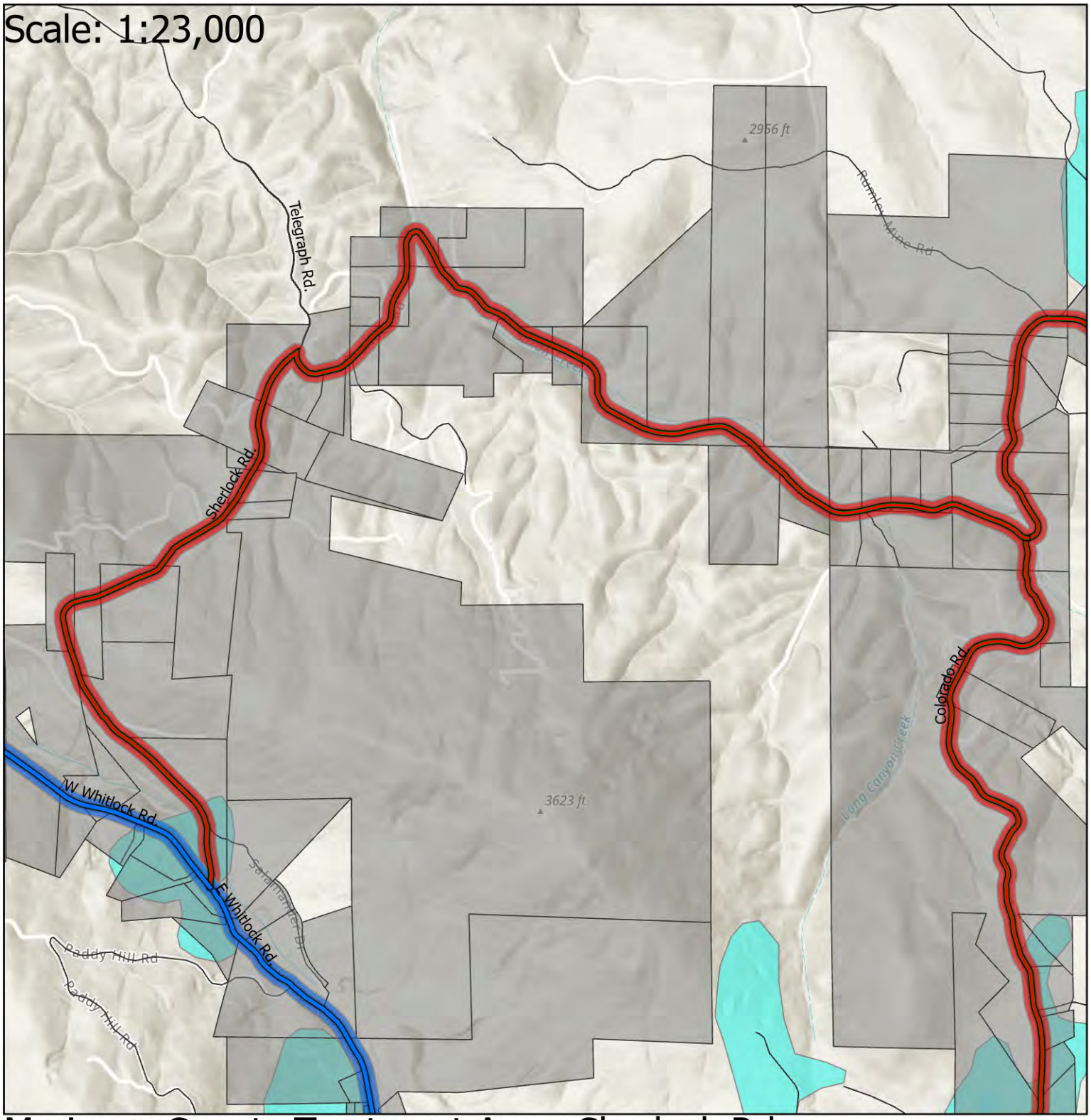


Mariposa County Treatment Area: Schafer Rd.

- Very High Priority Roadside Vegetation Treatment
- High Priority Roadside Vegetation Treatmen
- Treated Parcels
- Bootjack WUI

N

Mariposa County Roadside Vegetation Treatment in Moderate, High and Very High Wildfire Risk Population Areas and Roadside Treatment Education Campaign;
Tracking Number: 23-WP-MMU 58467316
Project Proponent: Mariposa County, John Patton

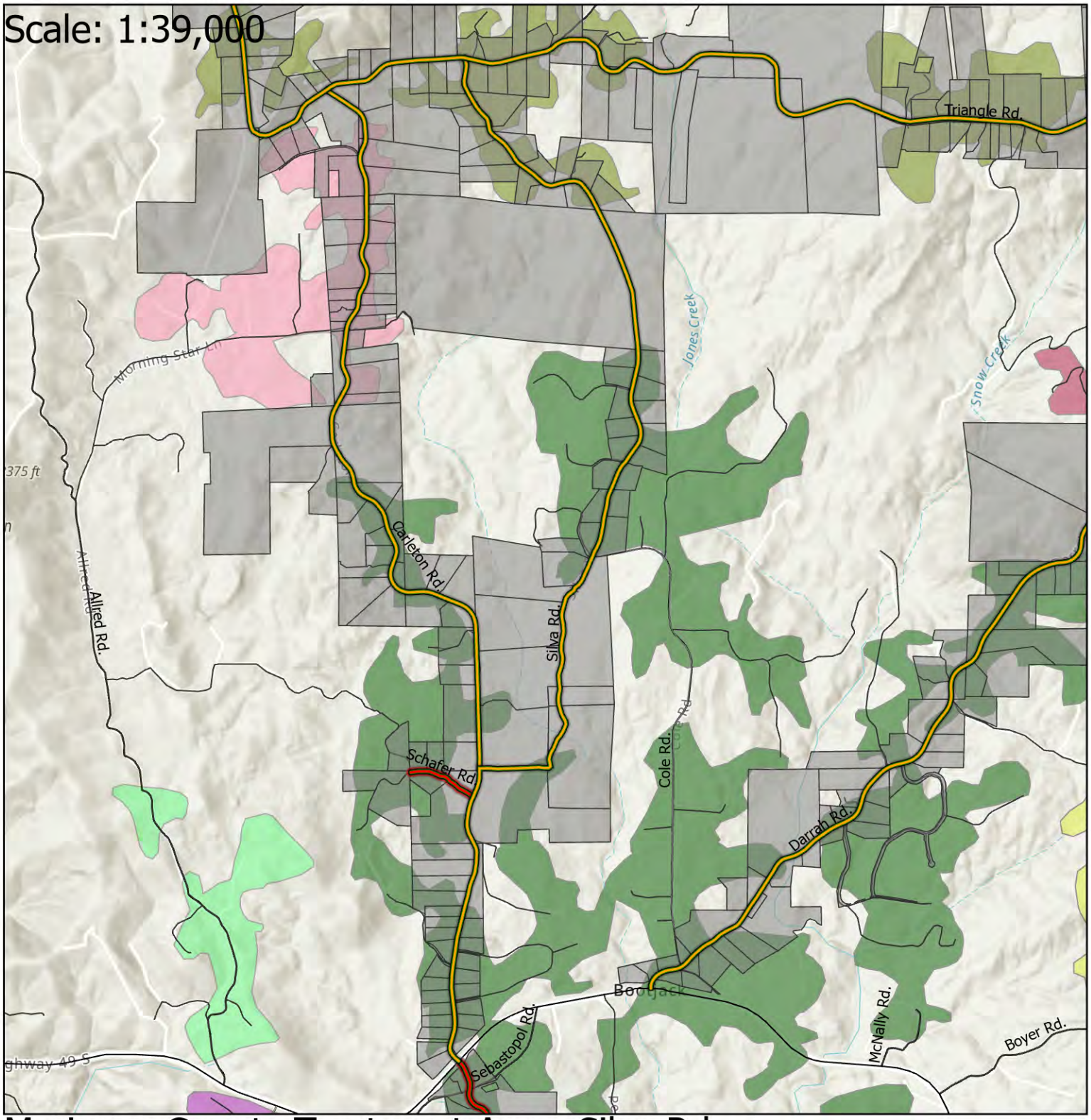


Mariposa County Treatment Area: Sherlock Rd.

- Very High Priority Roadside Vegetation Treatment
- Medium Priority Roadside Vegetation Treatment
- Treated Parcels
- Midpines WUI

N

Mariposa County Roadside Vegetation Treatment in Moderate, High and Very High Wildfire Risk Population Areas and Roadside Treatment Education Campaign;
Tracking Number: 23-WP-MMU 58467316
Project Proponent: Mariposa County, John Patton

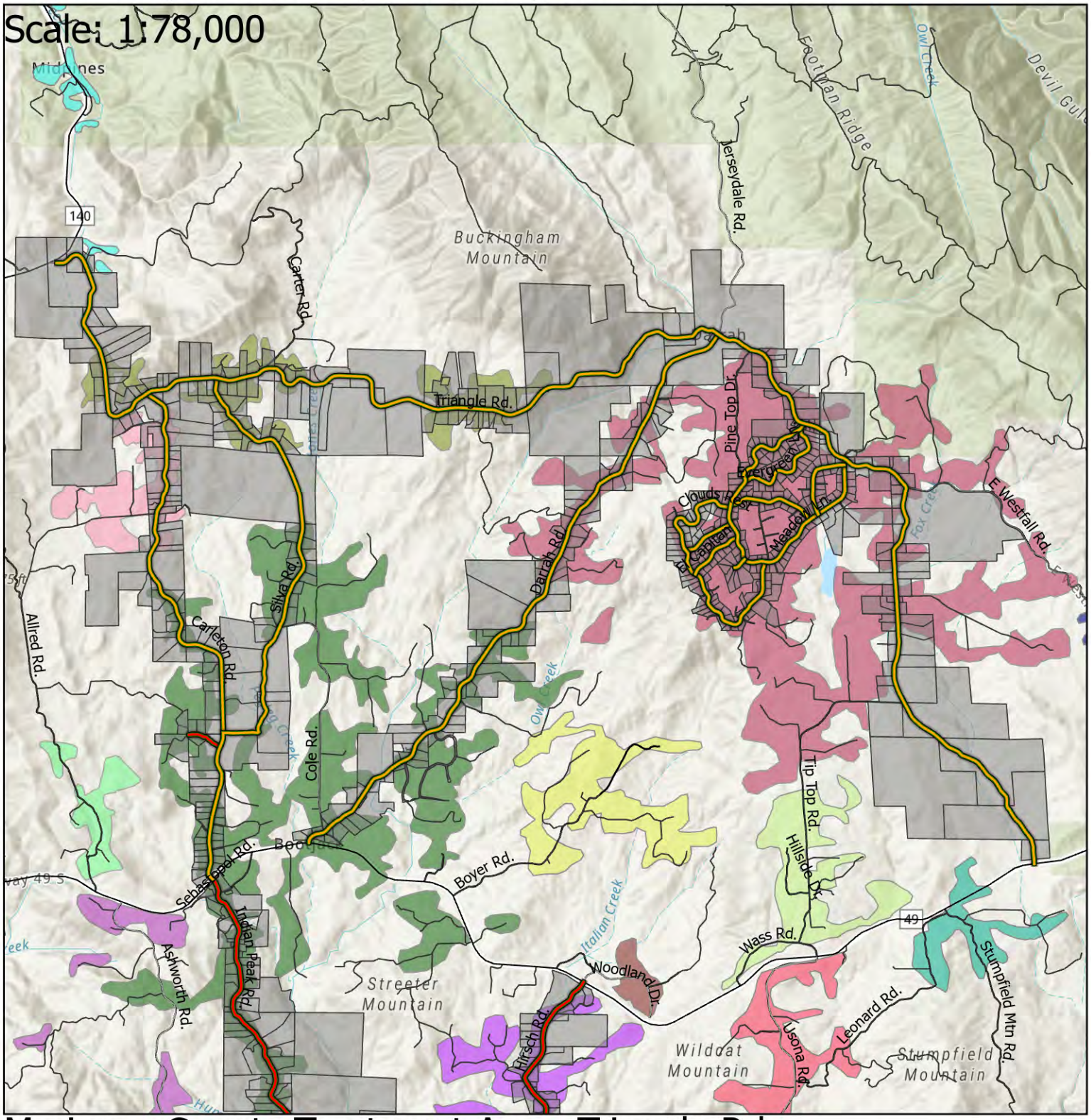


Mariposa County Treatment Area: Silva Rd.

- Very High Priority Roadside Vegetation Treatment
- High Priority Roadside Vegetation Treatmen
- Treated Parcels
- Allred Road WUI
- Ashworth WUI
- Bootjack WUI
- Boyer Road WUI
- Carlton Road WUI
- Lushmeadows WUI
- Triangle Road - WEST WUI

N

Mariposa County Roadside Vegetation Treatment in Moderate, High and Very High Wildfire Risk Population Areas and Roadside Treatment Education Campaign;
Tracking Number: 23-WP-MMU 58467316
Project Proponent: Mariposa County, John Patton

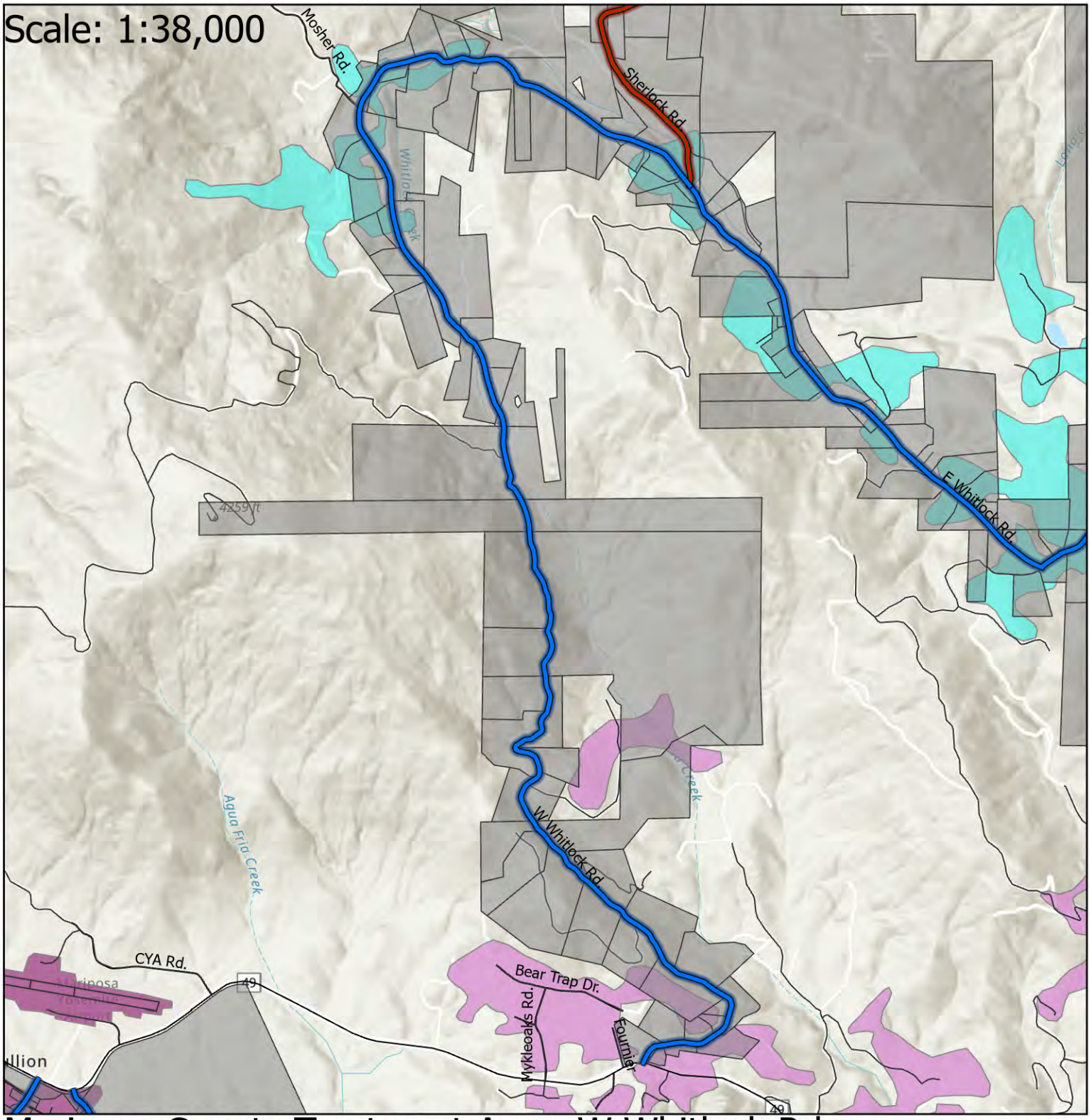


Mariposa County Treatment Area: Triangle Rd.

- Very High Priority Roadside Vegetation Treatment
- High Priority Roadside Vegetation Treatmen
- Treated Parcels
- Allred Road WUI
- Ashworth WUI
- Bootjack WUI
- Boyer Road WUI
- Carlton Road WUI
- East Westfall Road WUI
- Hirsch Road WUI
- Lushmeadows WUI
- Midpines WUI
- Stumpfield Road WUI
- Tip Top Road WUI
- Triangle Road - WEST WUI
- Usona Road WUI
- Woodland Drive WUI

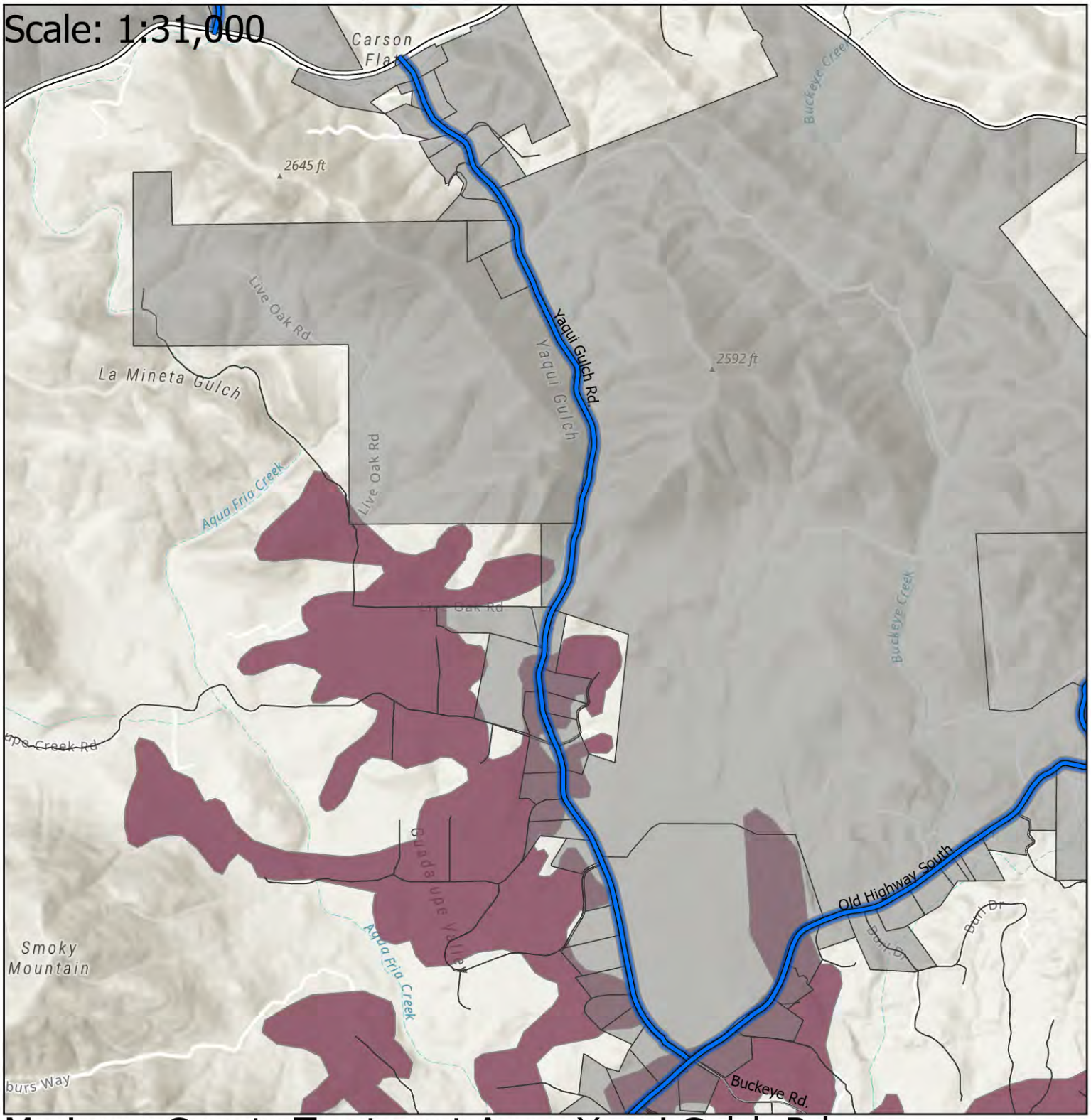
N

Mariposa County Roadside Vegetation Treatment in Moderate, High and Very High Wildfire Risk Population Areas and Roadside Treatment Education Campaign;
Tracking Number: 23-WP-MMU 58467316
Project Proponent: Mariposa County, John Patton



Mariposa County Treatment Area: W Whitlock Rd.

Mariposa County Roadside Vegetation Treatment in Moderate, High and Very High Wildfire Risk Population Areas and Roadside Treatment Education Campaign;
Tracking Number: 23-WP-MMU 58467316
Project Proponent: Mariposa County, John Patton



Mariposa County Treatment Area: Yaqui Gulch Rd.

Medium Priority Roadside Vegetation Treatment
Treated Parcels
Bridgeport WUI

N

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
3630	350	45063	State Grant Revenue		(2,075,922)	
3630	350	60301	General Professional Services		2,075,922	
					0	0

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT

ACTION REQUESTED: (Check all that apply)

(X) Budget appropriation by Board of Supervisors (4/5ths Vote Required): Amending the total amount available in the county budget, or in any one fund of the budget , or transferring appropriation from Contingencies

( ) Transfer by Board of Supervisors (3/5ths Vote Required): Moving existing appropriations from one budget to another, or between categories within a budget unit;

WF Prev-Mariposa County Roadside Vegetation

DEPT HEAD SIGNATURE _____ DATE 11/19/24

APPROVED BY RES NO. _____ CLERK _____ DATE _____

DEPARTMENT Public Works - Engineering

AUDITOR'S USE ONLY
BA #

ID#1792

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-509

MEETING: December 3, 2024

TO: The Board of Supervisors

FROM: Steven Ward, Division Chief

RE: Accept Grant Award from the Volunteer Fire Capacity Grant for $14,730; Approve the Grant Agreement with the California Department of Forestry and Fire Protection (CAL FIRE); and Authorize the Board of Supervisors Chair to Sign the Agreement and Any Subsequent Documents Related to the Grant (Subject to Approval as to Legal Form by County Counsel)

RECOMMENDATION AND JUSTIFICATION

Accept Grant Award from the Volunteer Fire Capacity Grant for $14,730; Approve the Grant Agreement with the California Department of Forestry and Fire Protection (CAL FIRE); and Authorize the Board of Supervisors Chair to Sign the Agreement and Any Subsequent Documents Related to the Grant (Subject to Approval as to Legal Form by County Counsel).

The VFC grant is a Federal Block grant program administered in California by CAL FIRE. The grant's purpose is to enable rural fire departments to purchase safety and/or communication equipment.

Mariposa County Fire has been awarded this grant and will enable Mariposa County Fire Department (MCFD) to purchase new firefighting gear, including helmets, shrouds, gloves, goggles, boots and flash hoods. This grant will effectively decrease the Fire Department's purchase price of the new gear to half.

Three documents are required to be signed by an authorized representative of Mariposa County in order to enter into the agreement with CAL FIRE: "Agreement 7GF24061"; "2024 Resolution Template with Instructions"; "AD-1048 Form"

BACKGROUND AND HISTORY OF BOARD ACTIONS

Mariposa County has applied for and received this grant during past grant cycles. Most recently, Resolution 2023-476 authorized the acceptance of this grant for purchase of handheld radios in 2023.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Mariposa County Fire will forfeit the funds for this equipment and will not be able to purchase.

FINANCIAL IMPACT

There is a 50% match of this grant that was budgeted in the FY 24/25 budget in anticipation of this opportunity. No budget action is required.

ATTACHMENTS

1. **AD-1048 Form**
2. **7GF24061 Budget Sheet for Reference**
3. **Agreement 7GF24061 -2**
4. **2024 VFC Resolution Template with Instructions 11.26**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

AD-1048

OMB No. 0505-0027
Expiration Date: 09/30/2025

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal or civil fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

A. 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 participation in this transaction by any Federal department or agency;

B. 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.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
County of Mariposa	VFC Grant #7GF23061

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

Miles Menetrey, Chair --Mariposa County Board of Supervisors

SIGNATURE	DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

Instructions for Certification

(1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.

(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 must provide immediate written notice to the person(s) 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," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person, ""primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

(5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may not knowingly enter into any lower tier covered transaction with a person who is 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 form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

(7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the General Services Administration's System for Award Management Exclusions database.

(8) Nothing contained in the foregoing shall be construed to require establishment of a system of records 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 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 and/or debarment.

Budget Worksheet (List individual items for funding. Include tax and shipping in unit cost):

	Type	Item	Quantity	Unit Cost	Item Total
1.	Safety - Wildland	Wildland Helmet	30	$ 115.00	$ 3,450.00
2.	Safety - Wildland	Wildland Shrouds	30	$ 65.00	$ 1,950.00
3.	Safety - Wildland	Wildland Gloves	20	$ 90.00	$ 1,800.00
4.	Safety - Wildland	Wildland Goggles	30	$ 75.00	$ 2,250.00
5.	Safety - Structural	Structure Helmet	30	$ 330.00	$ 9,900.00
6.	Safety - Structural	Structure Flash Hoods	30	$ 60.00	$ 1,800.00
7.	Safety - Structural	Structure Boots	10	$ 426.00	$ 4,260.00
8.	Safety - Structural	Structure Goggles	30	$ 85.00	$ 2,550.00
9.	Safety - Structural	Structure Gloves	15	$ 100.00	$ 1,500.00
10.	~~Training~~	~~Structure Training Door~~	~~1~~	~~$ 10,500.00~~	~~$ 10,500.00~~
11.					$ 0.00
12.					$ 0.00
13.					$ 0.00
14.					$ 0.00
15.					$ 0.00
16.					$ 0.00
17.					$ 0.00
18.					$ 0.00
19.					$ 0.00
20.					$ 0.00
21.					$ 0.00
22.					$ 0.00

CAL FIRE USE ONLY (Formula-Driven)

Approved $14,730

ME

Project Total Cost: $ 39,960.00

Proposed Award: $ 19,980.00

Organization Name: Mariposa County Fire Department

CAL FIRE Unit: MMU - Madera-Mariposa-Merced Unit

State of California
Department of Forestry and Fire Protection (CAL FIRE)
Cooperative Fire Protection
GRANT AGREEMENT

APPLICANT: **County of Mariposa**

PROJECT TITLE: **Volunteer Fire Capacity**

GRANT AGREEMENT: **7GF24061**

PROJECT PERFORMANCE PERIOD is from date upon approval through June 30, 2025.
Under the terms and conditions of this Grant Agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through the Department of Forestry & Fire Protection, agrees to fund the project up to the total state grant amount indicated.

PROJECT DESCRIPTION: Cost-share funds awarded to provide assistance to rural areas in upgrading their capability to organize, train, and equip local forces for fire protection.

Total State Grant not to exceed $ **$14,730.00** (or project costs, whichever is less).

The Special and General Provisions attached are made a part of and incorporated into this Grant Agreement.

The County of Mariposa	**STATE OF CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION**
Applicant	
By	By
Signature of Authorized Representative	
Title **Chair, Board of Supervisors**	Title: **David Scheurich** **Staff Chief, Cooperative Fire Programs**
Date	Date

CERTIFICATION OF FUNDING

GRANT AGREEMENT NUMBER	PO ID		SUPPLIER ID
FUND **0001**	FUND NAME General Fund		
PROJECT ID 354024DG2012161	ACTIVITY ID SUBGNT		AMOUNT OF ESTIMATE FUNDING **$ $14,730.00**
GL UNIT 3540	BUD REF 001	CHAPTER 35	ADJ. INCREASING ENCUMBRANCE **$ 0.00**
PROGRAM NUMBER 9999000FED	ENY **2024**		ADJ. DECREASING ENCUMBRANCE **$ 0.00**
ACCOUNT 5340580	ALT ACCOUNT **5340580002**		UNENCUMBERED BALANCE **$ $14,730.00**
REPORTING STRUCTURE 35409206	SERVICE LOCATION 92767		

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.

Signature of CAL FIRE Accounting Officer — Date

VOLUNTEER FIRE CAPACITY PROGRAM
TERMS AND CONDITIONS

DEPARTMENT OF FORESTRY AND FIRE PROTECTION

STATE OF CALIFORNIA
Natural Resources Agency

Agreement for the Volunteer Fire Capacity Program of the
Cooperative Forestry Assistance Act of 1978

THIS AGREEMENT, made and entered between the STATE of California, acting through the Director of the Department of Forestry and Fire Protection hereinafter called "STATE", and the County of Mariposa, hereinafter called "LOCAL AGENCY", covenants as follows:

RECITALS:

1. STATE has been approved as a passthrough agent of the United States Department of Agriculture, (USDA), Forest Service for the purpose of administering the Volunteer Fire Capacity program in California, hereinafter referred to as VFC, authorized by the Cooperative Forestry Assistance Act (CFAA) of 1978 (PL 95-313, 92 Stat 365, 16 U.S.C. 2106), as amended.

2. This is a subaward under the 2024 Volunteer Fire Capacity Grant #24-DG-11052012-161 awarded to STATE by the Forest Service on August 23, 2024. The Federal Assistance Listing for the award is 10.698, Cooperative Forestry Program. This subaward is funded solely with Federal funds and is subject to the Office of Management and Budget (OMB) guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400, and under certain terms and conditions to LOCAL AGENCY to assist LOCAL AGENCY to upgrade its fire protection capability.

3. LOCAL AGENCY desires to participate in said VFC and agrees to the terms and conditions specified in the Procedural Guide for Volunteer Fire Capacity Program 2024.

NOW THEREFORE, it is mutually agreed between the parties as follows:

4. **APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. LOCAL AGENCY may not commence performance until such approval has been obtained.**

5. **INCORPORATION: The Procedural Guide for Volunteer Fire Capacity Program 2024, submitted Application for Funding and associated Grant Assurances are hereby incorporated by reference as part of the Grant Agreement.**

6. **TIMELINESS: Time is of the essence in this Agreement.**

7. **FORFEITURE OF AWARD: LOCAL AGENCY must return this Agreement and required resolution properly signed and executed to STATE at the email address specified in paragraph 12, with a timestamp no later than December 1, 2024 or LOCAL AGENCY will forfeit the funds.**

8. GRANT AND BUDGET CONTIGENCY CLAUSE: It is mutually understood between the parties that this **Agreement** may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the **Agreement** were executed after that determination was made.

   This **Agreement** is valid and enforceable only if sufficient funds are made available to the STATE by the United States Government for the **State Fiscal Year 2024** for the purpose of this program. In addition, this **Agreement** is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this **Agreement** in any manner.

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

   The STATE has the option to invalidate the **Agreement** under the 30-day cancellation clause or to amend the **Agreement** to reflect any reduction in funds.

9. REIMBURSEMENT: STATE will reimburse LOCAL AGENCY, from funds made available to STATE by the Federal Government, an amount not to exceed **$14,730.00** on a 50/50 matching funds basis, for the performance of specific projects and/or purchase of specific items identified in Proposed Project, Application for Funding, attached hereto. **Reimbursement will be only for those projects accomplished and/or items purchased between THE LAST SIGNATORY DATE ON PAGE 1 and JUNE 30, 2025.** This sum is the sole and maximum payment that STATE will make pursuant to this Agreement. **LOCAL AGENCY must bill STATE at the e-mail address specified in paragraph 12, with a timestamp no later than September 1, 2025 in order to receive the funds.** The bill submitted by LOCAL AGENCY must clearly delineate the projects performed and/or items purchased. A vendor's invoice and proof of payment to vendor(s) must be included for items purchased.

10. LIMITATIONS: Expenditure of the funds distributed by STATE herein is subject to the same limitations as placed by the VFC, upon expenditure of United States Government Funds. Pursuant to 2CFR200.313 Equipment, subject to the obligations and conditions set forth in that section; title to any equipment and supplies acquired under this **Agreement** vests with the LOCAL AGENCY. For any equipment items over $5,000, the federal government may retain a vested interested in accordance with paragraph 17 below.

11. MATCHING FUNDS: Any and all funds paid to LOCAL AGENCY under the terms of this **Agreement**, hereinafter referred to as "VFC Funds", shall be matched by LOCAL AGENCY on a dollar-for-dollar basis, for each project listed on attachment(s) hereto identified as "Proposed Project". No amount of unpaid "contributed" or "volunteer" labor or services shall be used or consigned in calculating the matching amount "actually spent" by LOCAL AGENCY.

    LOCAL AGENCY shall not use VFC Funds as matching funds for other federal grants, including Department of Interior (USDI) Rural Fire Assistance grants, nor use funds from other federal grants, including USDI Rural Fire Assistance grants, as matching funds for VFC Funds.

12. ADDRESSES: The mailing addresses of the parties hereto under the terms of the Agreement are:

LOCAL AGENCY:

Mariposa County
4802 Hwy 140
Mariposa, CA 95338
Attention: **Steve Ward**
Telephone Number(s): **209-966-4330**
E-mail **Steven.Ward@Fire.ca.gov**

STATE:

Department of Forestry and Fire Protection
Grants Management Unit, Attn: VFC
P. O. Box 944246
Sacramento, California 94244-2460
E-MAIL: CALFIRE.GRANTS@fire.ca.gov

13. PURPOSE: Any project to be funded hereunder must be intended to specifically assist LOCAL AGENCY to organize, train, and/or equip local firefighting forces in the aforementioned rural area and community to prevent or suppress fires which threaten life, resources, and/or improvements within the area of operation of LOCAL AGENCY. Project funds are not to be used for research and development.

14. COMBINING: In the event funds are paid for two or more separate, but closely related projects, the 50/50 cost-sharing formula will be applied to the total cost of such combined projects.

15. OVERRUNS: In the event that the total cost of a funded project exceeds the estimate of costs upon which this Agreement is made, LOCAL AGENCY may request additional funds to cover the **Agreement** share of the amount exceeded. However, there is no assurance that any such funds are, or may be, available for reimbursement. Any increase in funding will require an amendment.

16. UNDERRUNS: In the event that the total cost of a funded project is less than the estimate of costs upon which this **Agreement** is made, LOCAL AGENCY may request that additional eligible projects/items be approved by STATE for **Agreement** funding. However, there is no assurance that any such approval will be funded. Approval of additional projects/items, not listed on the Proposed Project application, made by STATE, will be in writing and will require an amendment.

17. FEDERAL INTEREST IN EQUIPMENT: The Federal Government has a vested interest in any item purchased with VFC funding in excess of $5,000 regardless of the length of this **Agreement**, until such time as the fair market value is less than $5,000. The VFC percentage used to purchase the equipment will be applied to the sale price and recovered for the Government during the sale. This percentage will remain the same even following depreciation. The Federal Government may not have to be reimbursed if the disposal sale amounts to a fair market value of less than $5,000. LOCAL AGENCY will notify STATE of the disposal of such items.

18. EQUIPMENT INVENTORY: Any single item purchased in excess of $5,000 will be assigned an VFC Property Number by the STATE. LOCAL AGENCY shall forward a copy of the purchase documents listing the item, brand, model, serial number, any LOCAL AGENCY property number assigned, and a LOCAL AGENCY contact and return address to STATE at the address specified in paragraph 12. The STATE will advise the LOCAL AGENCY Contact of the VFC Property Number assigned.

19. AUDIT: LOCAL AGENCY agrees that the STATE, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this **Agreement**. LOCAL AGENCY agrees to maintain such records for possible audit for a minimum of five (5) years after final payment, unless a longer period of records retention is stipulated. LOCAL AGENCY agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, LOCAL AGENCY agrees to include a similar right of the State of California to audit records and interview staff in any subcontract related to performance of this **Agreement**. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).

20. DISPUTES: In the event of any dispute over qualifying matching expenditures of LOCAL AGENCY or audit findings, the dispute will be decided by STATE and its decision shall be final and binding.

21. MONITORING: LOCAL AGENCY agrees to the monitoring of activities as necessary by STATE to ensure that the award is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the agreement; and that performance goals are achieved.

22. INDEMNIFICATION: LOCAL AGENCY agrees to indemnify, defend, and save harmless, the STATE, its officers, agents, and employees, from any and all claims and losses, accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this **Agreement**, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by LOCAL AGENCY in the performance of this **Agreement**.

23. CIVIL RIGHTS: LOCAL AGENCY agrees to comply with civil rights requirements as detailed in the Complying With Civil Rights Requirements brochure (FS-850) and the And Justice For All poster (AD-475A). The poster is to be placed at all public point of contact/reception areas.

24. DRUG-FREE WORKPLACE REQUIREMENTS: LOCAL AGENCY 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 LOCAL AGENCY may be ineligible for funding of any future State **Agreement** if the department determines that any of the following has occurred: (1) the LOCAL AGENCY has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

25. **TERM: The term of the Agreement SHALL COMMENCE ON THE LAST SIGNATORY DATE ON PAGE 1 and continue through June 30, 2025.**

26. TERMINATION: This **Agreement** may be terminated by either party giving 30 days written notice to the other party or provisions herein amended upon mutual consent of the parties hereto.

27. AMENDMENTS: No amendment or variation of the terms of this **Agreement** shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or **Agreement** not incorporated in the **Agreement** is binding on any of the parties.

28. INDEPENDENT CONTRACTOR: LOCAL AGENCY, and the agents and employees of LOCAL AGENCY, in the performance of this **Agreement**, shall act in an independent capacity and not as officers or employees or agents of the STATE or the Federal Government.

29. INDIRECT RATE: LOCAL AGENCY may not assess an indirect rate in excess of their Federally approved Negotiated Indirect Cost Rate Agreement (NICRA), a de minimis rate if LOCAL AGENCY does not have an approved NICRA, or the VFC program cap rate of 10%, whichever is lesser. LOCAL AGENCY may also elect not to assess an indirect rate. The approved indirect cost rate at the time of execution is 0%.

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30. MEDIA: LOCAL AGENCY shall acknowledge STATE and USDA Forest Service support in any publications, audiovisuals and electronic media developed as a result of this award.

    It is encouraged to give public notice of the receipt of this award and announce progress and accomplishments, acknowledging STATE and USDA Forest Service support. Follow direction in USDA Supplemental 2 CFR 415.2.

31. ASSIGNMENT: This Agreement is not assignable by LOCAL AGENCY either in whole or in part.

BEFORE THE BOARD OF SUPERVISORS OF THE
COUNTY OF ___MARIPOSA___, STATE OF CALIFORNIA

IN THE MATTER OF:

Resolution Number: _____
Approving the Department of Forestry and Fire Protection Agreement #__7GF24061____ for services from the date of last signatory on page 1 of the Agreement to June 30, 2025 under the Volunteer Fire Capacity Program of the Cooperative Forestry Assistance Act of 1978.

BE IT RESOLVED by the Board of Supervisors of the County of Mariposa, that said Board does hereby approve the Agreement with the California Department of Forestry and Fire Protection dated as of the last signatory date on page 1 of the Agreement, and any amendments thereto. This Agreement provides for an award, during the term of this Agreement, under the Volunteer Fire Capacity Program of the Cooperative Fire Assistance Act of 1978 during the State Fiscal Year 2024-25 up to and no more than the amount of $_14,730___.

BE IT FURTHER RESOLVED that _____Miles Menetrey, Chair – Board of Supervisors of said Board be and hereby is authorized to sign and execute said Agreement and any amendments on behalf of the ___County of Mariposa_____.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the _____ _____, at a regular meeting thereof, held on the _____ day of _____, by the following vote:

AYES:

NAYS:

ABSENT:

_____
Signature, Board of Supervisors Member

Miles Menetrey, Chair – Board of Supervisors
Printed Name and Title

_____
Signature, Board of Supervisors Member

_____
Printed Name and Title

------CERTIFICATION OF RESOLUTION------
ATTEST:

I ____Danielle Bondshu_____, Clerk of the __Mariposa County Board of Supervisors_____, County of ____Mariposa_____ California do hereby certify that this is a true and correct copy of the original Resolution Number _____.

WITNESS MY HAND OR THE SEAL OF THE _____, on this _____ day of _____, _____.

OFFICIAL SEAL
OR NOTARY CERTIFICATON

_____
Signature

_____
Title and Name of Local Agency

EXAMPLE RESOLUTION
BEFORE THE BOARD OF SUPERVISORS OF THE

Oakmont Fire Protection District
COUNTY OF Fresno, STATE OF CALIFORNIA

IN THE MATTER OF: Resolution Number: 24-0000
Approving the Department of Forestry and Fire Protection Agreement # 7GF24xxx for services from the date of last signatory on page 1 of the Agreement to June 30, 2025 under the Volunteer Fire Capacity Program of the Cooperative Forestry Assistance Act of 1978.

BE IT RESOLVED by the Board of Supervisors of the **Oakmont Fire Protection District**, that said Board does hereby approve the Agreement with the California Department of Forestry and Fire Protection dated as of the last signatory date on page 1 of the Agreement, and any amendments thereto. This Agreement provides for an award, during the term of this agreement, under the Volunteer Fire Capacity Program of the Cooperative Fire Assistance Act of 1978 during the State Fiscal Year 2024-25 up to and no more than the amount of **$ 10,000**.

BE IT FURTHER RESOLVED that **John Miller, Fire Chief** of said Board be and hereby is authorized to sign and execute said Agreement and any amendments on behalf of the **Oakmont Fire Protection District**.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the **Oakmont Fire Protection District**, at a regular meeting thereof, held on the **22nd** day of **October, 2024** by the following vote:

AYES: **STOVER, TOWER, KERNS, OSGOOD**

NAYS: **NONE**

ABSENT: **HARRIS**

Steven Kerns
Signature, Board of Supervisors Member

Steven Kerns, Board Member
Printed Name and Title

James Tower
Signature, Board of Supervisors Member

James Tower, Director
Printed Name and Title

------CERTIFICATION OF RESOLUTION------
ATTEST:

I **Sarah Osgood**, **Clerk** of the **Oakmont Fire Protection District**,
County of **Fresno,** California do hereby certify that this is a true and correct copy of the original Resolution Number **24-0000**.

WITNESS MY HAND OR THE SEAL OF THE **Oakmont Fire Protection District**, on this **22nd** day of **October, 2024.**

OFFICIAL SEAL
OR NOTARY CERTIFICATON

Sarah Osgood
Signature

Clerk of the Board, Oakmont Fire Protection District
Title and Name of Local Agency

KEY FOR COMPLETION OF SAMPLE RFC RESOLUTION
Electronic Signatures Are Acceptable

#1 **Enter the official name of the county, city, district, fire dept., etc.**

#2 **Enter the name of the county in which the local agency is located.**

#3 **Enter the resolution number.**

#4 **Enter the grant number from Agreement, Page 2, Upper Right Conner. (i.e. 7GF24xxx)**

#5 **Enter the award amount from the Agreement. (i.e. $10,000)**

#6 **Enter the name and title of official who is authorized by the Board to sign the contract.**

#7 **Enter the date, month and year of the Board meeting at which the resolution is adopted.**

#8 **Enter the vote. Use either the names of the Board Members or the number vote in each category (i.e. Ayes: 4, Nays: 0, Absent: 1)**

#9 **Signatures of Board Members signing resolution. Must be different than the official authorized to sign the Agreement in number 6.**

#10 **Enter printed names of the Board Members signing resolution.**

CERTIFICATION OF RESOLUTION SECTION

This section is not required if there is an official seal or a notary certification provided in the OFFICAL SEAL OR NOTARTY CERTIFICATION SECTION.

#11 **Enter the printed name of official Certifying Resolution. This must be a different official than the Board Members signing the resolution in #9 and whose names are printed in #10**

#12 **Signature of the official certifying the resolution.**

#13 **Enter the title of the official signing Certification of Resolution.**

OFFICIAL SEAL OR NOTARY CERTIFICATION SECTION

The Official Seal and Notary Certification is NOT required if the CERTIFICATION OF RESOLUTION SECTION is completed.

#14 **Stamp or emboss the official seal or provide a notary certification below the OFFICIAL SEAL OR NOTARY CERTIFICATION SECTION heading.**

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-510

MEETING:	December 3, 2024
TO:	The Board of Supervisors
FROM:	Kristina Keheley, Health and Human Services Agency Director
RE:	Approve a Memorandum of Understanding (MOU) with Kaiser Foundation Health Plan, Inc, for Coordination with the Local Health Jurisdiction; and Authorize the Board of Supervisors Chair to Sign the MOU

RECOMMENDATION AND JUSTIFICATION

Approve a Memorandum of Understanding (MOU) with Kaiser Foundation Health Plan, Inc, for Coordination with the Local Health Jurisdiction; and Authorize the Board of Supervisors Chair to Sign the MOU.

This MOU will ensure that Medi-cal members care is coordinated and Members have access to community-based resources in order to support whole-person care. This MOU is intended to be an effective tool to clarify roles and responsibilities between MCPs and the County, support local engagement, and facilitate care coordination and the exchange of information necessary to enable care coordination and improve the referral processes between MCPs and the County. The MOU is also intended to improve transparency and accountability by setting forth certain existing requirements for each party as they relate to service or care delivery and coordination so that the parties to the MOU are aware of each other's obligations.
The purpose of the MOU is to:

- List the minimum MOU components required by the MCP Contract;
- Clarify roles and responsibilities for coordination of the delivery of care and services of all Members, particularly across MCP carved-out services;
- Establish negotiated and agreed upon processes for how MCPs and the County will collaborate and coordinate on population health and/or other programs and initiatives;
- Memorialize what data will be shared between MCPs and the County and how the data will be shared to support care coordination and enable monitoring;
- Provide public transparency into relationships and roles/responsibilities between MCPs and the County; and
- Provide mechanisms for the parties to resolve disputes and ensure overall oversight and accountability under the MOU.

BACKGROUND AND HISTORY OF BOARD ACTIONS

This is an initial MOU with Kaiser Foundation Health Plan as they are a new managed care provider under the County Organized Health System.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve this MOU, clients in need of coordinated care will have difficulty accessing services and navigating programs. Additionally, it will inhibit Mariposa County Public Health Branch from coordinating services across delivery systems. Lastly, this would result in our county being non-compliant with the DHCS requirement outlined in APL 23-029.

FINANCIAL IMPACT

None

ATTACHMENTS

1. KP Signed LHD MOU_KP_and_Mariposa

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

Docusign Envelope ID: 74C95D35-9F11-4F15-ADB2-44D9B4B490D2

LOCAL HEALTH DEPARTMENT MEMORANDUM OFUNDERSTANDING

COVER PAGE

Docusign Envelope ID: 74C95D35-9F11-4F15-ADB2-44D9B4B490D2

Memorandum of Understanding

Between Kaiser Foundation Health Plan, Inc., and Mariposa County Health andHuman Services

This Memorandum of Understanding ("MOU") is entered into by Kaiser Foundation Health Plan, Inc. ("MCP") and County of Mariposa for the benefit of its Mariposa County Health Services Department, a Local Health Department ("LHD"), effective as of the date of execution .WHEREAS, MCP is required under the Medi-Cal Managed Care Contract Exhibit A, Attachment III, to enter into this MOU, a binding and enforceable contractual agreement, to ensure thatMedi-Cal beneficiaries enrolled, or eligible to enroll, in MCP ("Members") are able to access and/or receive services in a coordinated manner from MCP and LHD; WHEREAS, the Parties desire to ensure that Members receive services available through LHD direct service programs in a coordinated manner and to provide a processto continuously evaluate the quality of care coordination provided; and

WHEREAS, the Parties understand and agree that to the extent any data that is protected health information ("PHI") or personally identifiable information ("PII") exchanged in furtherance of this agreement originates from the California Department ofPublic Health ("CDPH") owned databases, LHD must comply with all applicable federaland State statutes and regulations and any underlying CDPH/LHD agreement terms andconditions that impose restrictions on access to, use of, and disclosure of that data.

In consideration of the mutual agreements and promises hereinafter, the Parties agree as follows:

1. Definitions. Capitalized terms have the meaning ascribed by MCP's Medi-Cal Managed Care Contract with the Department of Health Care Services ("DHCS"), unlessotherwise defined herein. The Medi-Cal Managed Care Contract is available on the DHCS webpage at www.dhcs.ca.gov.

a. "MCP Responsible Person" means the person designated by MCP tooversee MCP coordination and communication with the LHD Responsible Person,facilitate quarterly meetings in accordance with Section 9 of and ensure MCP's compliance with this MOU as described in Section 4 of this MOU. It is recommended that this person be in a leadership position with decision-making authority and authority to effectuate improvements in MCP practices.

b. "MCP-LHD Liaison" means MCP's designated point of contact(s) responsible for acting as the liaison between MCP and LHD Program Liaison(s) as described in Section 4 of this MOU. The MCP-LHD Liaison(s) must ensure that the appropriate communication and care coordination are ongoing between the Parties,facilitate quarterly meetings in accordance with Section 10 of this MOU, and must provide updates to the MCP Responsible Person and/or MCP

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compliance officer asappropriate.

c. "LHD Responsible Person" means the person designated by LHD to oversee coordination and communication with MCP, facilitate quarterly meetings in accordance with Section 10 of this MOU, and ensure LHD's compliance with this MOUas described in Section 5 of this MOU. It is recommended that this person be in a leadership position with decision-making authority and authority to effectuate improvements in LHD practices.

d. "LHD Program Liaison" means LHD's designated point of contact(s) responsible for acting as the liaison between MCP and LHD as described in Section 5 ofthis MOU. The LHD Program Liaison(s) should ensure the appropriate communication and care coordination are ongoing between the Parties, facilitate quarterly meetings in accordance with Section 9 of this MOU, and should provide updates to the LHD Responsible Person as appropriate.

2. Term. This MOU is in effect as of the Effective Date and shall automaticallyrenew annually, unless written notice of non-renewal is given in accordance with Section 14.g. of this MOU or as amended in accordance with Section 17.f of this MOU.

3. Services Covered by This MOU. This MOU governs the coordination between LHD and MCP for the delivery of care and services for Members who reside in LHD's jurisdiction and may be eligible for services provided, made available, or arranged for byLHD. The Parties are subject to additional requirements for specific LHD programs and services that LHD provides, which are listed in the applicable program-specific exhibits ("Program Exhibits"), each labeled with the specific program or service.

4. MCP Obligations.

a. Provision of Covered Services. MCP is responsible for authorizing Medically Necessary Covered Services and coordinating care for Members provided by MCP's Network Providers and other providers of carve-out programs, services andbenefits, such as dental benefits.

b. Oversight Responsibility. The designated MCP Responsible Person, listed in Exhibit A of this MOU, is responsible for overseeing MCP's compliance with this MOU. The MCP Responsible Person must:

i. Meet at least quarterly with the LHD Responsible Person andLHD Program Liaisons, as required by Section 10 of this MOU;

ii. Report no less frequently than quarterly on MCP's compliance withthe MOU to MCP's compliance officer who is responsible for MOU compliance oversightreports as part of MCP's compliance program and must address any compliance deficiencies in accordance with MCP's compliance program policies;

iii. Ensure there is sufficient staff at MCP who support

Docusign Envelope ID: 74C95D35-9F11-4F15-ADB2-44D9B4B490D2

compliancewith and management of this MOU;

iv. Ensure the appropriate level of MCP leadership (i.e., personswith decision-making authority) are involved in implementation and oversight of theMOU engagements and ensure the appropriate levels of leadership from LHD are invited to participate in the MOU engagements, as appropriate;

v. Ensure training and education regarding MOU provisions are conducted annually for MCP's employees responsible for carrying out activities underthis MOU, and as applicable for Subcontractors, Downstream Subcontractors, and Network Providers; and

vi. Serve, or may designate a person at MCP to serve, as the MCP- LHD Liaison, the point of contact and liaison with LHD or LHD programs. The MCP-LHDLiaison is listed in Exhibit A of this MOU. MCP must notify LHD of any changes to the MCP-LHD Liaison in writing as soon as reasonably practical but no later than the date ofchange and must notify DHCS within five Working Days of the change.

c. Compliance by Subcontractors, Downstream Subcontractors, and Network Providers. MCP must require and ensure that its Subcontractors, Downstream Subcontractors, and Network Providers, as applicable, comply with allapplicable provisions of this MOU.

5. LHD Obligations.

a. Provision of Services. LHD is responsible for services provided ormade available by LHD.

b. Oversight Responsibility. The designated LHD Responsible Person, listed in Exhibit B of this MOU, is responsible for overseeing LHD's compliance with thisMOU. It is recommended that this person be in a leadership capacity with decision- making authority on behalf of LHD. LHD must designate at least one person to serve asthe designated LHD Program Liaison, the point of contact and liaison with MCP, for the programs relevant to this MOU. It is recommended that this person be in a leadership capacity at the program level. The LHD Program Liaison(s) is listed in Exhibit B of this MOU. LHD may designate a liaison(s) by program or service line. LHD must notify MCPof changes to the LHD Program Liaison(s) as soon as reasonably practical but no later than the date of change, except when such prior notification is not possible, in which case, notice should be provided within five Working Days of the change.

6. Training and Education.

a. To ensure compliance with this MOU, MCP must provide training and orientation for its employees who carry out responsibilities under this MOU and, as applicable, for MCP's Network Providers, Subcontractors, and Downstream Subcontractors who assist MCP with carrying out MCP's responsibilities under this MOU. The training must include information on MOU

Docusign Envelope ID: 74C95D35-9F11-4F15-ADB2-44D9B4B490D2

requirements, what services areprovided or arranged for by each Party, and the policies and procedures outlined in this MOU. For persons or entities performing these responsibilities as of the EffectiveDate, MCP must provide this training within 60 working days. of the Effective Date. Thereafter, MCP must provide this training prior to any such person or entity performing responsibilities under this MOU and to all such persons or entities at leastannually thereafter. MCP must require its Subcontractors and Downstream Subcontractors to provide training on relevant MOU requirements and LHD programsand services to its Network Providers

b. In accordance with health education standards required by the Medi-CalManaged Care Contract, MCP must provide educational materials to Members and Network Providers related to accessing Covered Services, including for services provided by LHD.

c. MCP must provide LHD, Members, and Network Providers with trainingand/or educational materials on how MCP's Covered Services and carved-out services may be accessed, including during nonbusiness hours.

7. Referrals.

a. Referral Process. The Parties must work collaboratively to developpolicies and procedures that ensure Members are referred to the appropriate LHD program.

i. The Parties must facilitate referrals to the relevant LHD program forMembers who may potentially meet the criteria of the LHD program and must ensure the LHD program has procedures for accepting referrals from MCP or responding to referrals where LHD programs cannot accept additional Members. Where applicable, such decisions should be made through a patient-centered, shared decision-making process. LHD should facilitate MCP referrals to LHD services or programs by assisting MCP in identifying the appropriate LHD program and/or should provide referral assistance when it is required.

ii. MCP must refer Members to LHD for direct service programsas appropriate including, without limitation, those set forth in Section 13.

iii. LHD should refer Members to MCP for any Community Supportsservices or additional care management programs for which they may qualify, such as Enhanced Care Management ("ECM") or Complex Case Management ("CCM"). However, if LHD is an ECM Provider pursuant to a separate agreement between MCP and LHD for ECM services, this MOU does not govern LHD's provision of ECMservices.

iv. LHD should refer Members to MCP for Covered Services.

Closed Loop Referrals. By January 1, 2025,or future date as set by DHCS, the Parties must develop a process to implement DHCS guidance regarding closed loop referrals to applicable Community Supports, ECM benefits, and/or

Docusign Envelope ID: 74C95D35-9F11-4F15-ADB2-44D9B4B490D2

community-based resources, as referenced in the CalAIM Population Health Management Policy Guide,[1] DHCS All-Plan Letter ("APL") 22-024 or any subsequent version of the APL, and as set forth by DHCS through an APL or other similar guidance. The Parties must work collaboratively to develop and implement a process to ensure that MCP and LHD comply with the applicable provisions of closed loop referrals guidance within 90 Working Days of issuance. The Parties must establish a system that tracks cross-system referrals and meets all requirements set forth by DHCS through an APLor other, similar guidance.

8. Care Coordination and Collaboration.

a. Care Coordination.

i. The Parties must adopt policies and procedures for coordinatingMembers' access to care and services that incorporate all the specific requirements set forth in this MOU, including those in the Program Exhibits.

ii. The Parties must discuss and address individual care coordinationissues or barriers to care coordination efforts at least quarterly.

iii. MCP must have policies and procedures in place to maintain collaboration with LHD and to identify strategies to monitor and assess the effectivenessof this MOU.

9. Blood Lead Screening/Follow-up Testing and Lead Case Management.

a. Blood Lead Screening and Follow-up Testing.

i. MCP must cover and ensure the provision of blood lead screenings and Medically Necessary follow up testing as indicated for Members at ages one (1) andtwo (2) in accordance with Cal. Code Regs. tit. 17 Sections 37000 – 37100, the Medi- Cal Managed Care Contract, and APL 20-016, or any superseding APL.

ii. MCP must coordinate with its Network Providers to determine whether eligible Members have received blood lead screening and/or any Medically Necessary follow-up blood lead testing. If eligible Members have not received blood lead screening or indicated follow-up testing, MCP must arrange for and ensure each eligible Member receives blood lead screening and any indicated follow-up blood leadtesting.

iii. MCP must identify, at least quarterly, all Members under six years ofage with no record of receiving a required blood lead screening and/or Medically Necessary follow-up blood lead tests in accordance with CDPH

[1] CalAIM Population Health Management Policy Guide available at: https://www.dhcs.ca.gov/CalAIM/Documents/2023-PHM-Policy-Guide.pdf

Docusign Envelope ID: 74C95D35-9F11-4F15-ADB2-44D9B4B490D2

iv. requirements[2] and must notify the Network Provider or other responsible provider of the requirement to screen and/or test Members in accordance with requirements set forth in the Medi-Cal Managed Care Contract.

v. MCP must ensure that its Network Providers, including laboratoriesanalyzing for blood lead, report instances of elevated blood lead levels as required by Cal Health & Safety Code Section 124130.

vi. To the extent LHD, in the administration of a program or service ismade aware that the child enrolled in MCP has not had a blood lead screening and to the extent that LHD resources allow, LHD will notify MCP of the need for the child to be screened.

vii.If the Member refuses the blood lead screening test, MCP must comply with the requirements set forth in the Medi-Cal Managed Care Contract to ensure a statement of voluntary refusal by the Member (if an emancipated minor) or the parent(s) or guardian(s) of the Member is documented in the Member's Medical Record.

b. Case Management for Elevated Blood Lead Levels

i. Where case management for elevated blood lead levels is provided by the Childhood Lead Poisoning Prevention Branch ("CLPPB") and administered by Care Management Section staff at CDPH, MCP must coordinate directly with the CLPPB to address barriers to care coordination, case management, orother matters related to services for children with elevated blood lead levels.

ii. Where case management for elevated blood lead levels is provided by LHD as a contracted entity with the CDPH CLPPB, and to the extent LHDresources allow, MCP must coordinate with the LHD Program Liaison, as necessary and applicable, to address barriers to care coordination, case management, or other matters related to services for children with elevated blood lead levels.

10. Quarterly Meetings.

a. The Parties must meet as frequently as necessary to ensure proper oversight of this MOU, but not less frequently than quarterly in order to address care coordination, Quality Improvement ("QI") activities, QI outcomes, systemic and case- specific concerns, and communication with others within their organizations about suchactivities. These meetings may be conducted virtually.

[2] For more information see CDPH Childhood Lead Poisoning Prevention Branch, *Standard ofCare on Screening for Childhood Lead Poisoning*, available at: https://www.cdph.ca.gov/Programs/CCDPHP/DEODC/CLPPB/Pages/screen_regs_3.aspx

Docusign Envelope ID: 74C95D35-9F11-4F15-ADB2-44D9B4B490D2

i. Within 30 Working Days after each quarterly meeting, MCP must post on its website the date and time the quarterly meeting occurred and, as applicable,distribute to meeting participants a summary of any follow-up action items or changes to processes that are necessary to fulfill MCP's obligations under the Medi-Cal Managed Care Contract and this MOU.

ii. MCP must invite the LHD Responsible Person, LHD Program Liaison(s), and LHD executives, to participate in MCP quarterly meetings to ensure appropriate committee representation, including a local presence, and to discuss andaddress care coordination and MOU-related issues. Subcontractors and Downstream Subcontractors, as well as other LHD program staff should be permitted to participatein these meetings, as appropriate.

iii. MCP must report to DHCS updates from quarterly meetings ina manner and at a frequency specified by DHCS.

b. Local Representation. MCP, represented by the MCP-LHD Liaison, mustparticipate, as appropriate, at meetings or engagements to which MCP is invited by LHD, such as local county meetings, local community forums, and LHD engagements, to collaborate with LHD in equity strategy and wellness and prevention activities.

11. Quality Improvement. The Parties must develop QI activities specifically for theoversight of the requirements of this MOU, including, without limitation any applicable performance measures and QI initiatives, including those to prevent duplication of services, as well as reports that track referrals, Member engagement, and service utilization. MCP must document these QI activities in policies and procedures.

12. Population Needs Assessment ("PNA"). MCP will meet the PNA requirements by demonstrating meaningful participation in LHD's Community Health Assessments and Community Health Improvement Plans processes in the service area(s) where MCP operates.[3] MCP must coordinate with LHD to develop a process toimplement DHCS guidance regarding the PNA requirements once issued. MCP must work collaboratively with LHD to develop and implement a process to ensure that MCPand LHD comply with the applicable provisions of the PNA guidance within 90 days of issuance.

[3] CalAIM: Population Health Management Policy Guide (updated August 2023), available at: https://www.dhcs.ca.gov/CalAIM/Documents/2023-PHM-Policy-Guide-August-Update081723.pdf

Docusign Envelope ID: 74C95D35-9F11-4F15-ADB2-44D9B4B490D2

13. Non-Contracted LHD Services. If LHD does not have a separate Network Provider Agreement with MCP and provides any of the following services as an out-of-network provider;

a. sexually transmitted infection ("STI") screening, assessment, and/ortreatment;
b. family planning services;
c. immunizations; and
d. HIV testing and counseling

MCP must reimburse LHD for these services at no less than the Medi-Cal Fee-For-Service ("FFS") rate as required by the Medi-Cal Managed Care Contract and as described in Exhibit C of this MOU.

14. Data Sharing and Confidentiality. The Parties must implement policies and procedures to ensure that the minimum necessary Member information and data for accomplishing the goals of this MOU are exchanged timely, maintained securely and confidentially, and in compliance with the requirements set forth below. The Parties must share information in compliance with applicable law, which may include the HealthInsurance Portability and Accountability Act and its implementing regulations, as amended ("HIPAA"), 42 Code of Federal Regulations Part 2, and other State and federal privacy laws.

a. Data Exchange. MCP must, and LHD is encouraged to, share the minimum necessary data and information to facilitate referrals and coordinate care under this MOU. The Parties must have policies and procedures for supporting the timely and frequent exchange of Member information and data, which may include Member demographic, behavioral, dental and physical health information, diagnoses, progress notes, assessments, medications prescribed, laboratory results, and known changes in condition that may adversely impact the Member's health and/or welfare and that are relevant to the services provided or arranged for by LHD; for ensuring theconfidentiality of exchanged information and data; and, if necessary, for obtaining Member consent. The minimum necessary information and data elements to be shared as agreed upon by the Parties are set forth in Exhibit G of this MOU. The Parties must annually review and, if appropriate, update Exhibit G to facilitate sharing of information and data.

i. MCP must, and LHD is encouraged to, share information necessaryto facilitate referrals as described in Section 7 and further set forth in the Program Exhibits. The data elements to be shared must be agreed upon jointly by the Parties, reviewed annually, and set forth in this MOU.

ii. Upon request, MCP must provide the immunization status of theMembers to LHD pursuant to the Medi-Cal Managed Care Contract and as may be described in Exhibit G.

b. Interoperability. MCP must make available to Members their electronichealth information held by MCP pursuant to 42 Code of Federal

Docusign Envelope ID: 74C95D35-9F11-4F15-ADB2-44D9B4B490D2

Regulation Section
438.10 and in accordance with APL 22-026. MCP must make available an applicationprogram interface that makes complete and accurate Network Provider directory information available through a public-facing digital endpoint on MCP's website pursuant to 42 Code of Federal Regulation Sections 438.242(b) and 438.10(h).

15. Dispute Resolution.

a. The Parties must agree to dispute resolution procedures such that in theevent of any dispute, difference of opinion regarding the Party responsible for service

coverage arising out of or relating to this MOU, the Parties must attempt, in good faith,to promptly resolve the dispute mutually between themselves. MCP must, and LHD should, document the agreed-upon dispute resolution procedures in policies and procedures. Pending resolution of any such dispute, MCP and LHD must continue without delay to carry out all their responsibilities under this MOU, including providing Members with access to services under this MOU, unless this MOU is terminated. If thedispute cannot be resolved within 15 Working Days of initiating such dispute or such other period as may be mutually agreed to by the Parties in writing, either Party may pursue its available legal and equitable remedies under California law.

b. Disputes between MCP and LHD that cannot be resolved in a good faith attempt between the Parties must be forwarded by MCP to DHCS and may be forwarded by LHD to DHCS. Until the dispute is resolved, the Parties may agree to an arrangement satisfactory to both Parties regarding how the services under disputewill be provided.

c. Nothing in this MOU or provision constitutes a waiver of any of the government claim filing requirements set forth in Title I, Division 3.6, of the CaliforniaGovernment Code or as otherwise set forth in local, State, or federal law.

16. Equal Treatment. Nothing in this MOU is intended to benefit or prioritize Members over persons served by LHD who are not Members. Pursuant to Title VI, 42 United States Code Section 2000d, et seq., LHD cannot provide any service, financial aid, or other benefit to an individual that is different, or is provided in a different manner,from that provided to others by LHD.

17. General.

a. MOU Posting. MCP must post this executed MOU on its website.

b. Documentation Requirements. MCP must retain all documents demonstrating compliance with this MOU for at least 10 years as required by the Medi-Cal Managed Care Contract. If DHCS requests a review of any existing MOU, MCP must submit the requested MOU to DHCS within 10 Working Days of receipt

Docusign Envelope ID: 74C95D35-9F11-4F15-ADB2-44D9B4B490D2

of the request.

c. Notice. Any notice required or desired to be given pursuant to or in connection with this MOU must be given in writing, addressed to the noticed Party at the Notice Address set forth below the signature lines of this MOU. Notices must be (i) delivered in person to the Notice Address; (ii) delivered by messenger or overnight delivery service to the Notice Address; (iii) sent by regular United States mail, certified, return receipt requested, postage prepaid, to the Notice Address; or (iv) sent by email, with a copy sent by regular United States mail to the Notice Address. Notices given by in-person delivery, messenger, or overnight delivery service are deemed given upon actual delivery at the Notice Address. Notices given by email are deemed given the dayfollowing the day the email was sent. Notices given by regular United States mail, certified, return receipt requested, postage prepaid, are deemed given on the date of delivery indicated on the return receipt. The Parties may change their addresses for purposes of receiving notice hereunder by giving notice of such change to each other inthe manner provided for herein.

d. Delegation. MCP may delegate its obligations under this MOU to a Fully Delegated Subcontractor or Partially Delegated Subcontractor as permitted under the Medi-Cal Managed Care Contract, provided that such Fully Delegated Subcontractor orPartially Delegated Subcontractor is made a Party to this MOU. Further, the Parties may enter into Subcontractor Agreements or Downstream Subcontractor Agreements that relate directly or indirectly to the performance of MCP's obligations under this MOU. Other than in these circumstances, MCP cannot delegate the obligations and duties contained in this MOU.

e. Annual Review. MCP must conduct an annual review of this MOU to determine whether any modifications, amendments, updates, or renewals of responsibilities and obligations outlined within are required. MCP must provide DHCSevidence of the annual review of this MOU as well as copies of any MOU modified orrenewed as a result.

f. Amendment. This MOU may only be amended or modified by the Partiesthrough a writing executed by the Parties. However, this MOU is deemed automaticallyamended or modified to incorporate any provisions amended or modified in the Medi- Cal Managed Care Contract, or as required by applicable law or any applicable guidance issued by a State or federal oversight entity.

g. Governance. This MOU is governed by and construed in accordancewith the laws of the State of California.

h. Independent Contractors. No provision of this MOU is intended to create, nor is any provision deemed or construed to create any relationship between LHD and MCP other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this MOU. Neither LHDnor MCP, nor any of their respective contractors, employees, agents, or representatives, is construed to be the contractor, employee, agent, or representativeof the other.

i. Counterpart Execution. This MOU may be executed in

Docusign Envelope ID: 74C95D35-9F11-4F15-ADB2-44D9B4B490D2

counterparts, signed electronically and sent via PDF, each of which is deemed an original, but all ofwhich, when taken together, constitute one and the same instrument.

j. Superseding MOU. This MOU constitutes the final and entire agreementbetween the Parties and supersedes any and all prior oral or written agreements, negotiations, or understandings between the Parties that conflict with the provisions setforth in this MOU. It is expressly understood and agreed that any prior written or oral agreement between the Parties pertaining to the subject matter herein is hereby terminated by mutual agreement of the Parties.

The Parties represent that they have authority to enter into this MOU on behalf of their respective entities and have executed this MOU as of the Effective Date.

MCP CEO or Responsible Person	**LHD Director or Responsible Person**
Kaiser Foundation Health Plan, Inc.	**COUNTY OF MARIPOSA for the benefit of its Mariposa County Health Services Department**
Signature:	**Signature:**
Date:	**Date:**
Name: Celia Williams	**Name:** Miles Menetrey
Title: Executive Director, Medicaid Delivery and Operations	**Title:** Chair, Board of Supervisors
Notice Address: 393 E. Walnut St. Pasadena, CA 91188	**Notice Address:** P.O. Box 99 Mariposa, CA 95338
Electronic Delivery: KPMOU@kp.org	**Electronic Delivery:** sschendel@mariposacounty.org

Docusign Envelope ID: 74C95D35-9F11-4F15-ADB2-44D9B4B490D2

Exhibit A

Kaiser Foundation Health Plan, Inc.	Responsible Person(s)/Liaison
Responsible Person	Health Plan MOU Coordinator
Liaison Person	Health Plan MOU Liaison

Exhibit B

Mariposa County Health and Human Services	Responsible Person(s)/Liaison
Responsible Person	Deputy Director, Public Health
Liaison Person	Quality Assurance Supervisor, Public Health

Docusign Envelope ID: 74C95D35-9F11-4F15-ADB2-44D9B4B490D2

Exhibit C. Non-Contracted LHD Services.

This Exhibit C governs LHD's provision of any of the services listed below only to the extent that such services are provided by LHD as a non-contracted Provider of MCP Covered Services. If LHD has a Network Provider Agreement with MCP pursuant towhich any of these services are covered, such Network Provider Agreement governs.

a. Immunizations. MCP is responsible for providing all immunizations to Members recommended by the Centers for Disease Control and Prevention ("CDC") Advisory Committee on Immunization Practices ("ACIP") and Bright Futures/American Academy of Pediatrics ("AAP") pursuant to the Medi-Cal Managed Care Contract and must allow Members to access immunizations through LHD regardless of whether LHDis in MCP's provider network, and MCP must not require prior authorization for immunizations from LHD.

i. MCP must reimburse LHD for immunization services providedunder this MOU at no less than the Medi-Cal FFS rate.

ii. MCP must reimburse LHD for the administration fee for immunizations given to Members who are not already immunized as of the dateof immunization, in accordance with the terms set forth in APL 18-004.

b. Sexually Transmitted Infections ("STI") Services, Family Planning,and HIV Testing and Counseling. MCP must ensure Members have access to STItesting and treatment, family planning, and HIV testing and counseling services, including access through LHD pursuant to 42 United States Code Sections 1396a(a)(23) and 1396n(b) and 42 Code of Federal Regulations Section 431.51.

i. MCP must not require prior authorization or referral for Members toaccess STI, family planning or HIV testing services.

ii. MCP must reimburse LHD for STI services under this MOU at arate no less than the Medi-Cal FFS rate for the diagnosis and treatment of an STI episode, as defined in Policy Letter No. 96-09.

iii. MCP must reimburse LHD for family planning services at a rate noless than the appropriate Medi-Cal FFS rate for services listed in Medi-Cal Managed Care Contract (Specific Requirements for Access to Program and Covered Services), provided to Members of childbearing age to temporarily or permanently prevent or delay pregnancy.

iv. If LHD provides HIV testing and counseling services to Members, MCP, in accordance with the Medi-Cal Managed Care Contract and federal law, including, but not limited to, 42 U.S.C. §§ 1396a(a)(23) and 1396n(b) and 42 Code of Federal Regulations Section 431.51, must reimburse LHD at a rateno less than the Medi-Cal FFS rate for such services as defined in PL § 96-09.

c. Reimbursement. MCP must reimburse the aforementioned STI testingand treatment, family planning, and HIV testing and counseling services

Docusign Envelope ID: 74C95D35-9F11-4F15-ADB2-44D9B4B490D2

only if LHDsubmits to MCP the appropriate billing information and either treatment records or documentation of a Member’s refusal to release medical records to MCP.

Docusign Envelope ID: 74C95D35-9F11-4F15-ADB2-44D9B4B490D2

Exhibit D. Tuberculosis ("TB") Screening, Diagnosis, Treatment, and Care Coordination.

1. Parties' Obligations.

a. MCP must ensure access to care for latent tuberculosis infection ("LTBI") and active TB disease and coordination with LHD TB Control Programs forMembers with active tuberculosis disease, as specified below.

b. MCP must arrange for and coordinate outpatient diagnostic and treatmentservices to all Members with suspected or active TB disease to minimize delays in initiating isolation and treatment of infectious patients. These outpatient services includephysical examination, drug therapy, laboratory testing, and radiology.

c. MCP must consult with LHD to assess the risk of noncompliance with drugtherapy for each Member who requires placement on anti-TB drug therapy, in accordance with the Medi-Cal Managed Care Contract.

2. Care Coordination.

a. LTBI Testing and Treatment.

i. TB Risk Assessment. MCP must provide screening through Network Providers for LTBI in all Members with risk factors for TB infection as recommended by the U.S. Preventive Services Task Force ("USPSTF") and the AAP.[4] The CDPH TB Risk Assessment Tools[5] should be used to identify adult and pediatric patients at risk for TB.

ii. TB Testing. MCP should encourage Network Providers to offer TB testing to Members who are identified with risk factors for TB infection and should recommend the Interferon Gamma Release Assay ("IGRA") blood test for Members when screening for LTBI in order to comply with current standards outlined by the CDC,CDPH, the California TB Controllers Association,[6] and/or the American Thoracic Society("ATS")[7] for conducting TB screening.

[4] AAP, Red Book Report of the Committee on Infectious Diseases, 32nd Ed., available at: https://publications.aap.org/redbook/book/347/chapter/5748923/Introduction

[5] CDPH, TB Risk Assessment Tools, available at: https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/TB-Risk-Assessment.aspx

[6] California Tuberculosis Controllers Association ("CTCA"), Latent Tuberculosis Infection Guidance for Preventing Tuberculosis in California, available at: https://ctca.org/guidelines/guidelines-latent-tuberculosis-infection-guideline/

[7] ATS/Infectious Diseases Society of America/CDC Clinical Practice Guidelines: Diagnosis of Tuberculosis in Adults and Children, available at: https://www.thoracic.org/statements/resources/tb-opi/diagnosis-of-tuberculosis-in-adults-and-children.PDF

Docusign Envelope ID: 74C95D35-9F11-4F15-ADB2-44D9B4B490D2

iii. Other Diagnostic Testing and Treatment. MCP must arrange forand coordinate outpatient diagnostic and treatment services to all Members with LTBI. These outpatient services include physical examination, drug therapy, laboratory testing, and radiology.

iv. LTBI Treatment. MCP should instruct Network Providers to ensureMembers have access to LTBI treatment in accordance with the updated 2023 USPSTF Recommendation[8] and CDC LTBI Treatment Guidelines[9], which recommendtreating individuals diagnosed with LTBI.

b. Reporting of Known or Suspected Active TB Cases.

i. MCP must require Network Providers to report to LHD by electronic transmission, phone, fax, and/or the Confidential Morbidity Report[10] known orsuspected cases of active TB disease for any Member residing within Mariposa Countywithin one (1) day of identification in accordance with Cal. Code Regs. tit. 17 Section 2500.

ii. MCP must obtain LHD's Health Officer (or designee's) approval inthe jurisdiction where the hospital is located, prior to hospital discharge or transfer of any patients with known or suspected active TB disease.[11]

c. Active TB Disease Testing and Treatment.

i. MCP is encouraged to ensure Members are referred to specialistswith TB experience (e.g., infectious disease specialist, pulmonologist) or to LHD's TB clinic, when needed or applicable.

ii. Treatment Monitoring. MCP must provide Medically NecessaryCovered Services to Members with TB, such as treatment monitoring, physical examinations, radiology, laboratory, and management of drug adverse events, including but not limited to the following:

1. Requiring Network Providers to obtain at least monthly sputum smears and cultures for acid-fast bacillus until there is a documented conversion to negative culture and referring patients unable to spontaneously producesputum specimens to sputum induction or BAL, as needed.
2. Promptly submitting initial and updated treatment plansto LHD at least every three months until treatment is completed.

[8] US Preventive Services Task Force, Screening for Latent Tuberculosis Infection in Adults (May2, 2023): https://jamanetwork.com/journals/jama/fullarticle/2804319?utm_campaign=articlePDF&utm_medium=articlePDFlink&utm_source=articlePDF&utm_content=jama.2023.3954

[9] CTCA, Latent Tuberculosis Infection Guidance for Preventing Tuberculosis in California,available at: https://ctca.org/guidelines/guidelines-latent-tuberculosis-infection-guideline/.

[10] CDPH, TB Confidential Morbidity Report, available at: https://www.cdph.ca.gov/CDPH%20Document%20Library/ControlledForms/cdph110b.pdf.

[11] Cal. Health & Safety Code Sections 121365 and 121367 grant local health officers with the authority to issue any orders deemed necessary to protect the public health which may include authorizing the removal to, detention in, or admission into, a health facility or other treatment facility

Docusign Envelope ID: 74C95D35-9F11-4F15-ADB2-44D9B4B490D2

3. Reporting to LHD when the patient does not respond to treatment or misses an appointment.

4. Promptly reporting drug susceptibility results to LHD and ensuring access to rapid molecular identification and drug resistance testing during diagnosis and treatment as recommended by LHD.

iii. Treatment

1. LHD and MCP must coordinate the provision of medication prescriptions for each Member to fill at an MCP-approved pharmacy.

2. LHD should coordinate the provision of TB treatment andrelated services, including for the provision of a treatment plan, with the Member's primary care physician ("PCP") or other assigned clinical services provider.

3. LHD and MCP will coordinate the inpatient admissionof Members being treated by LHD for TB.

iv. Case Management.

1. LHD is encouraged to refer Members to MCP for ECM and Community Supports when LHD assesses the Member and identifies a need. MCP is encouraged to require its Network Providers to refer all Members with suspected or active TB disease, to the LHD Health Officer (or designee) for DirectlyObserved Therapy ("DOT") evaluation and services.

2. MCP must continue to provide all Medically Necessary Covered Services to Members with TB receiving DOT.

3. MCP must assess Members with the following conditions orcharacteristics for potential noncompliance and for consideration for DOT: substance users, persons with mental illness; the elderly, child, and adolescent Members; persons with unmet housing needs; persons with complex medical needs (e.g., end-stage renal disease, diabetes mellitus); and persons with language and/or cultural barriers. If a Member's Network Provider believes that a Member with one or more of these risk factors is at risk for noncompliance, MCP must refer the Member to LHD for DOT.

4. LHD is responsible for assigning a TB case manager to notify the Member's PCP of suspected and active TB cases, and the TB case managermust be the primary LHD contact for coordination of care with the PCP or a TB specialist, whomever is managing the Member's treatment.

5. MCP should provide LHD with the contact information forthe MCP-LHD Liaison to assist with coordination between the Network Provider and LHD for each diagnosed TB patient, as necessary.

6. LHD is responsible for assigning a TB case manager to notify the designated Network Provider of suspected and active cases, and the TB casemanager must be the primary LHD contact for coordination of care with Network Providers.

d. Case and Contact Investigations.

Docusign Envelope ID: 74C95D35-9F11-4F15-ADB2-44D9B4B490D2

i. As required by Cal. Health & Safety Code Sections 121362 and 121363, MCP must ensure that Network Providers share with LHD any testing,evaluation, and treatment information related to LHD's contact and/or outbreak investigations. The Parties must cooperate in conducting contact and outbreak investigations.

ii. LHD is responsible for conducting contact investigation activities for all persons with suspected or confirmed active TB in accordance with Cal. Health & Safety Code Sections 121363 and 121365 and CDPH/CTCA contact investigations guidelines,[12] including:

1. Identifying and ensuring recommended testing, examination, and other follow-up investigation activities for contacts with suspected orconfirmed active cases;
2. Communicating with MCP's Network Providersabout guidance for examination of contacts and chemoprophylaxis; and
3. Working with Network Providers to ensure completion ofTB evaluation and treatment.

iii. MCP is responsible for ensuring its Network Providers cooperatewith LHD in the conduct of contact investigations,[13] including:

1. Providing medical records as requested and specifiedwithin the time frame requested;
2. Ensuring that its case management staff will be available to facilitate or coordinate investigation activities on behalf of MCP and its Network Providers, including requiring its Network Providers to provide appropriate examinationof Members identified by LHD as contacts within seven days;
3. Ensuring Member access to LTBI testing and treatmentand following LTBI Treatment Guidelines published by the CDC.[14]
4. Requiring that its Network Providers to provide theexamination results to LHD within one day for positive TB results, including:

[12] CDPH/CTCA Guidelines for the Assessment of Tuberculosis Patient Infectiousness and Placement into High and Lower Risk Settings, available at: https://ctca.org/wp-content/uploads/2018/11/ctcaciguidelines117_2.pdf; CDPH TB Control Branch, Resources forLocal Health Departments, available at: https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/TB-Resources-for-LHDs.aspx

[13] Cal. Health & Safety Code Section 121350-121460 (standards for tuberculosis control).

[14] CDC, Latent Tuberculosis Infection Resources, available at: https://www.cdc.gov/tb/publications/ltbi/ltbiresources.htm

Docusign Envelope ID: 74C95D35-9F11-4F15-ADB2-44D9B4B490D2

(a) Results of IGRA or tuberculin tests conducted by Network Providers;
(b) Radiographic imaging or other diagnostic testing, if performed; and
(c) Assessment and diagnostic/treatment plans, following evaluation by the Network Provider.

3. Quality Assurance and Quality Improvement. MCP must consult regularly with LHD to develop outcome and process measures for care coordination as requiredby this Exhibit D for the purpose of measurable and reasonable quality assurance andimprovement.

Docusign Envelope ID: 74C95D35-9F11-4F15-ADB2-44D9B4B490D2

Exhibit E. Maternal Child and Adolescent Health.

This Exhibit E governs the coordination between LHD Maternal, Child and Adolescent Health Programs ("MCAH Programs") and MCP for the delivery of care and services to Members who reside in LHD's service area and may be eligible for one or more MCAH Program to the extent such programs are offered by LHD. These MCAH programs include, but are not limited to, the Black Infant Health Program, the Adolescent Family Life Program, the California Home Visiting Program, and/or the Children and Youth withSpecial Health Care Needs Program.

1. Parties' Obligations.

a. Per service coverage requirements under Medi-Cal for Kids and Teens, previously known as Early and Periodic Screening, Diagnostic, and Treatment ("EPSDT"),[15] MCP must ensure the provision of all screening, preventive, and MedicallyNecessary diagnostic and treatment services for Members under 21 years of age.

b. The MCP Responsible Person serves, or may designate a person at MCPto serve, as the day-to-day liaison with LHD specifically for MCAH Programs (e.g., the MCP-MCAH Liaison); the MCP-MCAH Liaison is listed in Exhibit A (the designated person may be the same as the MCP-LHD Liaison). MCP must notify LHD of any changes to the MCP-MCAH Liaison in accordance with Section 4 of this MOU.

c. To the extent that programs are offered by LHD and to the extent LHD resources allow, LHD must administer MCAH Programs, funded by CDPH, in accordance with CDPH guidance set forth in the Local MCAH Programs Policies andProcedures manual[16] and other guidance documents.

d. The LHD Responsible Person may also designate a person to serve as theday-to-day liaison with MCP specifically for one or more MCAH Programs (e.g., LHD Program Liaison(s)); the LHD Program Liaison(s) is listed in Exhibit B. LHD must notifyMCP of changes to the LHD Program Liaison in accordance with Section 5 of this MOU.

2. Referrals to, and Eligibility for and Enrollment in, MCAH Programs.

a. MCP must coordinate, as necessary, with the Network Provider, Member, and MCAH Program to ensure that the MCAH Program receives any necessary information or documentation to assist the MCAH Program with performingan eligibility assessment or enrolling a Member in an MCAH Program.

[15] Additional guidance available in APL 23-005: https://www.dhcs.ca.gov/formsandpubs/Documents/MMCDAPLsandPolicyLetters/APL2023/APL 23-005.pdf

[16] CDPH, Local MCAH Programs Policies and Procedures (updated May 2023), available at: https://www.cdph.ca.gov/Programs/CFH/DMCAH/LocalMCAH/CDPH%20Document%20Library/MCAH-Policies-and-Procedures.pdf

Docusign Envelope ID: 74C95D35-9F11-4F15-ADB2-44D9B4B490D2

b. MCP must collaborate with LHD to update referral processes and policiesdesigned to address barriers and concerns related to referrals to and from MCAH Programs.

c. LHD is responsible for providing MCP with information regarding how MCP and its Network Providers can refer to an MCAH Program, including, as applicable, referral forms, links, fax numbers, email addresses, and other means of making and sending referrals to MCAH Programs. LHD is responsible for working withMCP, as necessary, to revise referral processes and to address barriers and concernsrelated to referrals to MCAH Programs.[17]

d. LHD is responsible for the timely enrollment of, and follow-up with, Members eligible for MCAH Programs in accordance with MCAH Programs' enrollmentpractices and procedures and to the extent LHD resources allow. LHD must assess Member's eligibility for MCAH Programs within five (5) Working Days of receiving a referral.

e. LHD is responsible for coordinating with MCAH Programs to conduct the necessary screening and assessments to determine Members' eligibility for andthe availability of one or more MCAH Programs and coordinate with MCP and/or itsNetwork Providers as necessary to enroll Members.[18]

f. LHD MCAH Programs are not entitlement programs and may denyor delay enrollment if programs are at capacity.

3. Care Coordination and Collaboration.

a. MCP and LHD must coordinate to ensure Members receiving services through MCAH Programs have access to prevention and wellness information and services. LHD is encouraged to assist Members with accessing prevention and wellnessservices covered by MCP, by sharing resources and information to with Members aboutservices for which they are eligible, to address needs identified by MCAH Programs' assessments.

b. MCP must screen Members for eligibility for care management programssuch as CCM and ECM, and must, as needed, provide care management services for Members enrolled in MCAH Programs, including for comprehensive perinatal services, high-risk pregnancies, and children with special health care needs. MCP must engage LHD, as needed, for care management and care coordination.

c. MCP should collaborate with MCAH Programs on perinatal provider technical support and communication regarding perinatal issues and service deliveryand to monitor the quality of care coordination.

[17] CDPH, Local MCAH Programs Policies and Procedures, available at: https://www.cdph.ca.gov/Programs/CFH/DMCAH/LocalMCAH/CDPH%20Document%20Library/MCAH-Policies-and-Procedures.pdf

[18] CDPH, Local MCAH Programs Policies and Procedures, available at https://www.cdph.ca.gov/Programs/CFH/DMCAH/LocalMCAH/CDPH%20Document%20Library/MCAH-Policies-and-Procedures.pdf

Docusign Envelope ID: 74C95D35-9F11-4F15-ADB2-44D9B4B490D2

4. Coordination of Medi-Cal for Kids and Teens (formerly EPSDT) Services.[19]

i. Where MCP and LHD have overlapping responsibilities to provideservices to Members under 21 years of age, MCP must do the following:

1. Assess the Member's need for Medically Necessary EPSDTservices, including mental, behavioral, social, and/or developmental services, utilizing the AAP Periodicity Table[20] and the CDC's ACIP child vaccination schedule[21], the required needs assessment tools.

2. Determine what types of services (if any) are being providedby MCAH Programs, or other third-party programs or services.

3. Coordinate the provision of services with the MCAH Programs to ensure that MCP and LHD are not providing duplicative services and that the Member is receiving all Medically Necessary EPSDT services within 60 calendar days following the preventive screening or other visit identifying a need for treatment regardless of whether the services are Covered Services under the Medi-Cal ManagedCare Contract.

5. Quarterly Meetings.

a. MCP must invite the LHD Responsible Person and LHD Program Liaison(s) for MCAH Programs to participate in MCP quarterly meetings as needed toensure appropriate committee representation, including a local presence, and in orderto discuss and address care coordination and MOU-related issues. Other MCAH Program representatives may be permitted to participate in quarterly meetings.

b. MCP must participate, as appropriate, in meetings or engagements to which MCP is invited by LHD, such as local county meetings, local community forums,and county engagements, to collaborate with LHD for MCAH Programs on equity strategy and prevention activities.

6. Quality Improvement. MCP and LHD must ensure issues related to MCAH Program coordination and collaboration are included when addressing barriers to carrying out theobligations under this MOU.

7. Data Information and Exchange.

[19] Additional guidance available in APL 23-005: https://www.dhcs.ca.gov/formsandpubs/Documents/MMCDAPLsandPolicyLetters/APL2023/APL 23-005.pdf

[20] AAP Periodicity Table available at: https://downloads.aap.org/AAP/PDF/periodicity_schedule.pdf

[21] CDC ACIP Child Vaccination Schedule available at: https://www.cdc.gov/vaccines/hcp/acip-recs/index.html

Docusign Envelope ID: 74C95D35-9F11-4F15-ADB2-44D9B4B490D2

Exhibit F. California Children's Services.

This Exhibit F governs LHD's provision of the California Children's Services ("CCS") Program only to the extent that such services are provided by LHD. MCP and LHD willcollaborate to coordinate care, conduct administrative activities, and exchange information required for the effective and seamless delivery of services to MCP Members enrolled, or eligible to enroll, in the CCS Program. This Exhibit F does not apply to an LHD or MCP that operates the Whole Child Model ("WCM").

This Exhibit delineates the roles and responsibilities of MCP and LHD for coordinating care and ensuring the non-duplication of services for Members eligible for or enrolled inthe CCS Program.

1. Party Obligations.

a. MCP Obligations.

i. MCP must ensure all Medically Necessary Covered Services related to the CCS condition are provided until a determination of CCS Program eligibility is made. MCP must continue to provide all Medically Necessary Covered Services to the Member if the CCS Program determines the referred Member is not eligible for the CCS Program and for services not provided through the CCS Program.

ii. MCP must provide all Medically Necessary Covered Services notauthorized by the CCS Program for CCS-enrolled Members, including, without limitation, Medi-Cal for Kids and Teens (previously known as EPSDT) services, pediatric preventive services, and immunizations unless determined to be medically contraindicated in accordance with the Medi-Cal Managed Care Contract and APL 23-005.

iii. It is MCP responsibility to provide case management (arranging PDN hours) in accordance with APL 20-012 and any superseding APL or other, similarguidance.

iv. MCP must provide to the CCS Program, in a timely manner, all medical utilization and other clinical data necessary for the CCS Program to completeannual medical determinations and redeterminations, as well as other medical determinations, as needed, for CCS-eligible Members.

b. LHD Obligations.

i. LHD must ensure that its CCS Program authorizes and provides medical case management services for the medical conditions outlined and authorization Cal. Code Regs. tit. 22 Sections 41410-41518.9 for Members who have CCS-coveredconditions (referred to as "CCS-Eligible Condition(s)").[22]

[22] Covered conditions and regulations applicable to the CCS Program are described byCCS Numbered Letters ("NL") located on the CCS website, available at: https://www.dhcs.ca.gov/services/ccs/Pages/CCSNL.aspx

Docusign Envelope ID: 74C95D35-9F11-4F15-ADB2-44D9B4B490D2

i. DHCS is responsible for CCS Program medical eligibility determinations and redeterminations, and LHD's CCS Program is responsible for financial and residential eligibility determinations andredeterminations for potential CCS-eligible Members. Such medical eligibility determinations and redeterminations include eligibility determinations for (i) Medical Therapy Program ("MTP") services; (ii)High-Risk Infant Follow-up ("HRIF") Program services; and (iii) organtransplants and related services. DHCS may utilize the information shared by MCP to conduct medical determinations and redeterminations to determine the Member's eligibility for the CCS Program. To the extent that DHCS is responsible for conducting the eligibility determinations on behalf of the CCS Program in the dependent county, if DHCS determines a Member is eligible for CCSProgram services, it will notify the CCS Program of such eligibility at which point LHD must ensure the CCS Program coordinates the Member's care and case management with MCP.

2. Training and Education.

a. The training and education that MCP is required to provide under Section6 of this MOU must include information about LHD's CCS Program, how to refer Members to the CCS Program, and how to assist Members with accessing CCS Program services.

b. The training MCP is required to provide under Section 6 of this MOU must include:

i. Instructions on how to complete the appropriate baseline health assessments and diagnostic evaluations, which provide sufficient clinical detail to establish or raise a reasonable suspicion that a Member has a CCS-Eligible Condition;

ii. Instructions on how to refer Members with a suspected CCS-Eligible Condition on the same day the evaluation is completed, using methods accepted by LHD (the initial referral must be followed by the submission of supportingmedical documentation sufficient to allow for CCS Program eligibility determination byLHD);

iii. A statement that the CCS Program reimburses only CCS-paneledproviders and CCS-approved hospitals;

iv. A statement that the Network Provider must continue to provide allMedically Necessary Covered Services to the Member until the Member's CCS Program eligibility is confirmed;

v. Information on how to refer Members in LHD's CCS Program tocommunity resources; and

vi. Information on how the PCP can assist with accessing CCS Program authorized services and can coordinate such services with other servicesMembers may receive.

3. Referrals and Eligibility Determinations.

Docusign Envelope ID: 74C95D35-9F11-4F15-ADB2-44D9B4B490D2

a. MCP Referrals. MCP is responsible for assisting Network Providers withidentifying potentially CCS-eligible Members for whom there is diagnostic evidence thatsuch Members have a CCS-Eligible Condition in accordance with Cal. Code Regs. tit. 22 Section 41515.1 and referring such Members to LHD to determine whether the Members are eligible for the CCS Program.

To the extent applicable in the dependent county, upon referring Members who may beCCS-eligible to the CCS Program, MCP must also submit Members' medical utilizationinformation, clinical data, and any other necessary information, in the manner specifiedby DHCS, to CCSDirectedReview@dhcs.ca.gov to ensure DHCS has the requisite information to conduct the Member's medical eligibility determination.

i. MCP must include with its Member referrals documentation of theMember's medical and residential information to enable LHD to make an eligibility determination for the CCS Program.

ii. MCP must refer, or assist Network Providers with referring, toLHD's CCS Program for CCS initial eligibility determinations a Member who:

1. Has a medical diagnosis, records, or history suggesting potential CCS-Eligible Condition(s) as outlined in the CCS medical eligibility regulations;

2. Presents at a hospital emergency room, a provider office, oranother health care facility for a non-CCS condition, and for whom the medical evaluation identifies a potential CCS-Eligible Condition(s);

3. Is an infant with a potential CCS-Eligible Condition at the time of discharge from the neonatal intensive care unit (such Member must be assessed for eligibility and, if eligible, referred to the CCS Program's HRIF program); or

4. Has diagnostic evidence that the Member has a conditioneligible for Medical Therapy Program services from the CCS Program's Medical Therapy Unit; or

5. May have a newly identified potential CCS-EligibleCondition(s) as determined by a Network Provider.[23]

[23] Additional information about the MTP is available at https://www.dhcs.ca.gov/services/ccs/Documents/CCS-NL-Whole-Child-Model- Revised.pdf

Docusign Envelope ID: 74C95D35-9F11-4F15-ADB2-44D9B4B490D2

iii. In accordance with Chapter 1, Section 1.B of the California Children's Services Program Administrative Case Management Manual[24], LHD mustensure that within five calendar days from the receipt of a referral from MCP the CCSProgram staff review the information provided and take one of the following actions:

iv. In accordance with Chapter 1, Section 1.B of the California Children's Services Program Administrative Case Management Manual[24], LHD mustensure that within five calendar days from the receipt of a referral from MCP the CCSProgram staff review the information provided and take one of the following actions:

1. Accept the referral as complete as defined in the CCS Program Administrative Case Management Manual Case Management Manual; or

2. Reject the referral as incomplete and forward a transmittalnotice to the MCP as required by the CCS Program Administrative Case Management Manual Case Management Manual.

b. LHD Eligibility Determination.

LHD is responsible for conducting Members' financial and residential eligibility determinations. DHCS must determine Members' medical eligibility, initially and on anannual basis, for CCS-Eligible Condition(s) based on evaluation of documentation provided by MCP or by a CCS paneled provider. DHCS must notify LHD of Members who meet the medical eligibility criteria and must assist LHD with ensuring such Members are enrolled in its CCS Program.

i. LHD must assist its CCS Program with obtaining, and may requestfrom the MCP, any additional information required (e.g., medical reports) to determine CCS Program eligibility.

ii. LHD must ensure its CCS Program informs the Member and theirfamily (or designated legal caregiver) of the CCS eligibility determination.

iii. DHCS is responsible for creating a NOA for a Member who is denied services or is determined to be medically ineligible, and LHD is responsible forsending such NOA to a Member evaluated for its CCS Program.

iv. If LHD receives a Member referral through an Inter-County Transfer, the CCS Program must complete applicable activities as set forth in the DHCSCCS Inter-county Transfer NL.

[24] CCS Program Administrative Case Management Manual: Chapter One, available at https://www.dhcs.ca.gov/services/ccs/Documents/CCSAdminCaseManManual.pdf

c. Enhanced Care Management Referrals.

Docusign Envelope ID: 74C95D35-9F11-4F15-ADB2-44D9B4B490D2

i. The CCS Program should work with MCP to create a referralpathway for ECM for ECM-eligible Members.

ii. MCP must identify eligible Members for ECM through analysis ofCCS Program enrollment and additional data available to MCP, including utilizing Social Drivers of Health ("SDOH")-related ICD-10 Z-codes and identifying SDOH andhigh measures on adverse childhood experiences screenings.

iii. In cases where a Member is enrolled in the CCS Program and suchCCS Program provider becomes a contracted ECM Provider, MCP must assign that Member to that CCS Program for ECM unless the Member or their parent, designated legal caregiver, or Authorized Representative prefers otherwise.

iv. If LHD's CCS Program is an ECM Provider, LHD's CCS Program must provide ECM services pursuant to that separate agreement between MCP and theCCS Program; this MOU does not govern the CCS Program's provision of ECM services.

4. Care Coordination and Collaboration.

a. Care Coordination.

i. MCP must coordinate with the CCS Program to ensure that Members enrolled in the CCS Program or eligible for CCS Program services receive allMedically Necessary Covered Services required for CCS-Eligible Condition(s) throughthe CCS Program and receive all Medically Necessary Covered Services that are not related to the CCS-Eligible Condition(s) through MCPMCP.

ii. Until the Member's CCS eligibility is confirmed by the DHCS and the CCS Program begins providing the Medically Necessary Covered Services for theCCS-Eligible Condition(s), MCP must continue to provide all Medically Necessary Covered Services for the CCS-Eligible Condition(s).

iii. Once the Member is enrolled in the CCS Program, the CCS Program is responsible for the Member's case management and care coordination forthe CCS-Eligible Condition(s).

iv. MCP must develop and implement policies and procedures for coordination activities, joint case management, and communication requirements between the Member's PCP, specialty providers, hospitals, CCS providers, and CCScase manager(s).

v. MCP and LHD must have policies and procedures for coordinationwith LHD's CCS MTP to ensure appropriate access to MTP services and other servicesprovided for the coordination of CCS Program services.

b. CCS HRIF Program. The DHCS must coordinate and authorize HRIFservices for eligible Members and must ensure access to, or arrange for the provision of, HRIF case management services.

Docusign Envelope ID: 74C95D35-9F11-4F15-ADB2-44D9B4B490D2

c. PDN Case Management Responsibilities. MCP and LHD must coordinate the provision of case management services for Members who are receivingPDN services to ensure that Members receive case management services and that theParties do not duplicate the services as set forth in APL 20-012, CCS NL 04-0520, andany superseding APL or other, similar guidance.[25]

i. If the CCS Program approves PDN services for CCS-eligible Members under the age of 21, the CCS Program is primarily responsible for providing case management to arrange for all approved PDN service hours to treat the CCS- Eligible Condition. When arranging for the CCS-eligible Members to receive authorizedPDN services, the CCS Program must document all efforts to locate and collaborate with PDN service providers and MCP.

ii. If MCP approves PDN services for an eligible Member under the age of 21, MCP is primarily responsible for providing case management to arrange forthe PDN service hours.

iii. MCP must, in collaboration with the CCS Program, continue to provide case management to Members receiving PDN authorized by the CCS Program,including, at the Member's request or the request of the Member's Authorized Representative, arranging for all approved PDN services.

d. Transportation Services.

i. CCS Maintenance and Transportation services related to CCS-Eligible Conditions are provided and covered by the CCS Program, as determined by the CCS Program and as resources allow, in accordance with Cal. Health & Safety Code Section 123840(j). MCP must communicate regularly with the CCS Program to ensure Members' needs are continuously met and must arrange for transportation for Members' Medi-Cal for Kids and Teens services when the Members' needs are not metin accordance with APL 22-008.

ii. Emergency Medical Transportation related to the CCS-EligibleCondition is the responsibility of the CCS Program.

iii. MCP must provide NEMT for all Medically Necessary Covered Services and pharmacy services, which may include services provided through the CCSProgram, as outlined in the Medi-Cal Managed Care Contract and APL 22-008. MCP must refer and coordinate NEMT for services not covered under the Medi-Cal ManagedCare Contract.

iv. If a Member requests NMT, MCP must authorize the NMT ifnecessary for the Member to obtain Medically Necessary Covered Services.

[25] Additional information for PDN Additional information for PDN services is available in APL 20-012 at https://www.dhcs.ca.gov/services/Documents/APL-20-012.pdf.

e. Emergency Services.

Docusign Envelope ID: 74C95D35-9F11-4F15-ADB2-44D9B4B490D2

i. The CCS Program must coordinate with MCP for Members whoneed to be transferred to emergency services as set forth in NL10-0806 or any superseding NL, including:

1. Ensuring the CCS Program coordinates with the appropriateMCP-LHD Liaison confirm the suitable provision of emergency services related to trauma;
2. Requiring the CCS Program to notify the MCP-LHD Liaisonas soon as possible of the need to transfer a CCS-eligible Member to the appropriate hospital; and
3. In the event families receive bills for services, contacting theprovider to request they become a CCS-paneled provider and thus bill the CCS Program rather than the Member.

ii. The CCS Program must notify the MCP-LHD Liaison and DHCS ifthese efforts do not resolve the problem.

f. Continuity of Care for Transitioning Members.

i. MCP must maintain policies and procedures for identifying CCS-Eligible Members who are aging out of the CCS Program.

ii. MCP must follow the Continuity of Care requirements stated in APL22-032 or any superseding APL.

iii. MCP must develop a care coordination plan to assist a Member with transitioning out of the CCS Program within 12 months prior to the Member's agingout, including:

1. Identifying the Member's CCS-Eligible Condition(s);
2. Planning for the needs of the Member to transition from the
3. Developing a communication plan with the Member in advance of the transition;
4. Identifying and coordinating primary care and specialty careproviders appropriate for the Member's CCS-Eligible Condition(s); and
5. Continuing to assess the Member through the first 12 months after the Member's 21st birthday.

g. Major Organ Transplants.

i. To ensure the appropriate referral and care coordination for CCS- eligible or enrolled Members requiring a Major Organ Transplant ("MOT"), MCP and LHD must comply with guidance set forth in Blood, Tissue, and Solid Organ TransplantsNL and APL 21-015 or any superseding NL and APL or other, similar guidance, and MCP must comply with the requirements set forth in the Medi-Cal Managed Care Contract.

ii. MCP will not be required to pay for costs associated with transplants that qualify as a CCS-Eligible Condition if MCP does not participate inthe WCM program.

Docusign Envelope ID: 74C95D35-9F11-4F15-ADB2-44D9B4B490D2

iii. MCP must refer CCS-eligible Members to a CCS-approved Special Care Center for an evaluation within 72 hours of the Member's PCP or specialist identifying the CCS-eligible Member as a potential candidate for a MOT.

iv. If the Member is not eligible for the CCS Program, MCPmust authorize a MOT if Medically Necessary.

h. Quarterly Meetings.

i. MCP must invite LHD Responsible Person and the LHD Program Liaison(s) for the CCS Program to attend the quarterly meetings with LHD, to discuss any needed improvements and address barriers to care coordination or referral processes. The expectation is that this and other program specific meeting topics will be incorporated into the quarterly meetings, as noted in section 10a. OtherLHD CCS Program representatives may be permitted to participate in quarterly meetings.

ii. The CCS Program must designate a medical director or other designee to actively participate in MCP quarterly meetings with LHD. The CCS Program medical director or designee must attend meetings and provide feedback and recommendations on clinical issues relating to CCS conditions and treatment authorization guidelines and must serve as a clinical advisor on other clinical issuesrelating to CCS conditions.

5. Data Information and Exchange.

a. MCP must timely provide the following information to the CCS Program: the necessary documentation, medical records, case notes, medical utilization information, clinical data, and reports to enable the CCS Program to conduct the Member's initial residential and medical eligibility determination for theCCS Program and to provide services to the Member for treatment of their CCS- Eligible Condition.

b. Each of the Parties must notify the other Party upon learning that a Member has lost Medi-Cal eligibility.

Docusign Envelope ID: 74C95D35-9F11-4F15-ADB2-44D9B4B490D2

Exhibit G.

The Parties may agree to additional data elements, such as:

a. MCP and LHD must share the following data elements:

i. Member demographic information;
ii. Behavioral, dental, and physical health information;
iii. Diagnoses, progress notes, and assessments;
iv. Medications prescribed;
v. Laboratory results; and
vi. Known changes in condition that may adversely impact theMember's health and/or welfare and that are relevant to theservices.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-511

MEETING: December 3, 2024

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve a Memorandum of Understanding (MOU) with Kaiser Foundation Health Plan, Inc, for Substance Use Disorder Services Coordination; and Authorize the Board of Supervisors Chair to Sign the MOU

RECOMMENDATION AND JUSTIFICATION

Approve a Memorandum of Understanding (MOU) with Kaiser Foundation Health Plan, Inc, for Substance Use Disorder Services Coordination; and Authorize the Board of Supervisors Chair to Sign the MOU.

This MOU delineates the specific roles and responsibilities by Kaiser and the COUNTY for screening, referral, coordination and delivery of substance-use disorder services for Medi-Cal beneficiaries, identified by DHCS as a Medi-Cal Managed Care Health Plan benefit.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Kaiser Foundation Health Plan is one of the managed care plans for Mariposa County under the County Organized Health System (COHS).

On October 3, 2023, the Board entered into agreement 2023-547 with the Department of Health Care Services for the provision of Substance Use Disorder Services under the Organized Delivery System which expanded access to care for Medi-Cal beneficiaries.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this MOU is not approved, all Medi-Cal beneficiaries enrolled in Kaiser Managed Care Health Plan will face difficulty accessing needed substance use disorder services. Additionally, it will inhibit MCBHRS from coordinating services across delivery systems. Lastly, this would result in our county being non-compliant with the DHCS requirement outlined in BHIN 23-056.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Kaiser Foundation Health Plan, (DMC ODS) 2025-V2 (1)

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

MEMORANDUM OF UNDERSTANDING

COVER PAGE

Memorandum of Understanding

between Kaiser Foundation Health Plan, Inc. and County of Mariposa, a political subdivision of the State of California, through its Behavioral Health and Recovery Services

This Memorandum of Understanding ("MOU") is entered into by and between Kaiser Foundation Health Plan, Inc., ("MCP") and County of Mariposa, a political subdivision of the State of California, through its Behavioral Health and Recovery Services DMC-ODS, ("DMC-ODS"), effective as of the date of execution. DMC-ODS, MCP, and MCP's relevant Subcontractors and/or Downstream Subcontractors may be referred to herein as a "Party" and collectively as "Parties."

WHEREAS, the Parties are required to enter into this MOU, a binding and enforceable contractual agreement, under the Medi-Cal Managed Care Contract Exhibit A, Attachment III, All Plan Letter ("APL") 22-005 and subsequently issued superseding APLs, and DMC-ODS is required to enter into this MOU under the DMC-ODS Intergovernmental Agreement Exhibit A, Attachment I, Behavioral Health Information Notice ("BHIN") 24-001, 23-057 and any subsequently issued superseding BHINs, to ensure that Medi-Cal Members enrolled in MCP who are served by DMC-ODS ("Members") are able to access and/or receive substance use disorder ("SUD") services in a coordinated manner from MCP and DMC-ODS;

WHEREAS, the Parties desire to ensure that Members receive SUD services in a coordinated manner and provide a process to continuously evaluate the quality of the care coordination provided; and

WHEREAS, the Parties understand and agree that any Member information and data shared to facilitate referrals, coordinate care, or to meet any of the obligations set forth in this MOU must be shared in accordance with all applicable federal and state statutes and regulations, including, without limitation, 42 Code of Federal Regulations Part 2.

In consideration of mutual agreements and promises hereinafter, the Parties agree as follows:

1. **Definitions.** Capitalized terms have the meaning ascribed by MCP's Medi-Cal Managed Care Contract with the California Department of Health Care Services ("DHCS"), unless otherwise defined herein. The Medi-Cal Managed Care Contract is available on the DHCS webpage at www.dhcs.ca.gov.
    a. "MCP Responsible Person" means the person designated by MCP to oversee MCP coordination and communication with DMC-ODS and ensure MCP's compliance with this MOU as described in Section 4 of this MOU.
    b. "MCP-DMC-ODS Liaison" means MCP's designated point of contact responsible for acting as the liaison between MCP and DMC-ODS as described in Section 4 of this MOU. The MCP-DMC-ODS Liaison must ensure the appropriate communication and care coordination is ongoing

between the Parties, facilitate quarterly meetings in accordance with Section 9 of this MOU, and provide updates to the MCP Responsible Person and/or MCP compliance officer as appropriate.

c. "DMC-ODS Responsible Person" means the person designated by DMC-ODS to oversee coordination and communication with MCP and ensure DMC-ODS compliance with this MOU as described in Section 5 of this MOU.

d. "DMC-ODS Liaison" means DMC-ODS's designated point of contact responsible for acting as the liaison between MCP and DMC-ODS as described in Section 5 of this MOU. The DMC-ODS Liaison should ensure the appropriate communication and care coordination are ongoing between the Parties, facilitate quarterly meetings in accordance with Section 9 of this MOU, and provide updates to the DMC-ODS Responsible Person and/or DMC-ODS compliance officer as appropriate.

e. "Network Provider", as it pertains to MCP, has the same meaning ascribed by the MCP's Medi-Cal Managed Care Contract with the DHCS; and as it pertains to DMC-ODS, has the same meaning ascribed by the DMC-ODS Intergovernmental Agreement with the DHCS.

f. "Subcontractor" as it pertains to MCP, has the same meaning ascribed by the MCP's Medi-Cal Managed Care Contract with the DHCS; and as it pertains to DMCODS, has the same meaning ascribed by the DMC-ODS Intergovernmental Agreement with the DHCS.

g. "Downstream Subcontractor", as it pertains to MCP, has the same meaning ascribed by the MCP's Medi-Cal Managed Care Contract with the DHCS; and as it pertains to DMC-ODS, means a subcontractor of a DMC-ODS Subcontractor.

2. **Term.** This MOU is in effect as of the Effective Date and continues for a term of five years or as amended in accordance with Section 14.f of this MOU.

3. **Services Covered by This MOU.** This MOU governs the coordination between DMC-ODS and MCP for the provision of SUD services as described in APL 22-006, and any subsequently issued superseding APLs, and Medi-Cal Managed Care Contract, BHIN 23-001, DMC-ODS Requirements for the Period of 2022-2026, and the DMC-ODS Intergovernmental Agreement, and any subsequently issued superseding APLs, BHINs, executed contract amendments, or other relevant guidance.

4. **MCP Obligations**.

   a. **Provision of Covered Services**. MCP is responsible for authorizing Medically Necessary Covered Services and coordinating Member care provided by the MCP's Network Providers and other providers of carve-out programs, services, and benefits.

b. **Oversight Responsibility.** The MOU Coordinator, the designated MCP Responsible Person, listed on Exhibit A of this MOU, is responsible for overseeing MCP's compliance with this MOU. The MCP Responsible Person must:
    i. Meet at least quarterly with DMC-ODS, as required by Section 9 of this MOU;
    ii. Report on MCP's compliance with the MOU to MCP's compliance officer no less frequently than quarterly. MCP's compliance officer is responsible for MOU compliance oversight reports as part of MCP's compliance program and must address any compliance deficiencies in accordance with MCP's compliance program policies;
    iii. Ensure there is sufficient staff at MCP to support compliance with and management of this MOU;
    iv. Ensure the appropriate level of MCP leadership (i.e., persons with decision-making authority) are involved in implementation and oversight of the MOU engagements and ensure the appropriate levels of leadership from DMC-ODS are invited to participate in the MOU engagements, as appropriate;
    v. Ensure training and education regarding MOU provisions are conducted annually for MCP's employees responsible for carrying out activities under this MOU, and as applicable for Subcontractors, Downstream Subcontractors, and Network Providers; and
    vi. Serve, or may designate a person at MCP to serve, as the MCP-DMC-ODS Liaison, the point of contact and liaison with DMC-ODS. The MCP-DMC-ODS Liaison is listed in Exhibit A of this MOU. MCP must notify DMC-ODS of any changes to the MCP-DMC-ODS Liaison in writing as soon as reasonably practical, but no later than the date of change, and must notify DHCS within five Working Days of the change
c. **Compliance by Subcontractors, Downstream Subcontractors, and Network Providers.** MCP must require and ensure that its Subcontractors, Downstream Subcontractors, and Network Providers, as applicable, comply with all applicable provisions of this MOU.

5. DMC-ODS Obligations.

a. **Provision of DMC-ODS Services**. DMC-ODS is responsible for providing or arranging covered SUD services.
b. **Oversight Responsibility.** The Deputy Director, the designated DMC-ODS Responsible Person, listed on Exhibit B of this MOU, is responsible for overseeing DMC-ODS's compliance with this MOU. The DMC-ODS Responsible Person serves, or may designate a person to serve, as the designated DMC-ODS Liaison, the point of contact and liaison with MCP.

The DMC-ODS Liaison is listed on Exhibit B of this MOU. The DMC-ODS Liaison may be the same person as the DMC-ODS Responsible Person. DMC-ODS must notify MCP of changes to the DMC-ODS Liaison as soon as reasonably practical but no later than the date of change. The DMC-ODS Responsible Person must:

i. Meet at least quarterly with MCP, as required by Section 9 of this MOU;
ii. Report on DMC-ODS compliance with the MOU to DMC-ODS' compliance officer no less frequently than quarterly. The compliance officer is responsible for MOU compliance oversight and reports as part of DMC-ODS's compliance program and must address any compliance deficiencies in accordance with DMC-ODS's compliance program policies;
iii. Ensure there is sufficient staff at DMC-ODS to support compliance with and management of this MOU;
iv. Ensure the appropriate levels of DMC-ODS leadership (i.e., persons with decision-making authority) are involved in implementation and oversight of the MOU engagements and ensure the appropriate levels of leadership from MCP are invited to participate in the MOU engagements, as appropriate;
v. Ensure training and education regarding MOU provisions are conducted annually for DMC-ODS's employees responsible for carrying out activities under this MOU, and as applicable for Subcontractors, Downstream Subcontractors, and Network Providers; and
vi. Be responsible for meeting MOU compliance requirements, as determined by policies and procedures established by DMC-ODS, and reporting to the DMC-ODS Responsible Person.

c. **Compliance by Subcontractors, Downstream Subcontractors, and Network Providers.** DMC-ODS must require and ensure that its Subcontractors, Downstream Subcontractors, and Network Providers, as applicable, comply with all applicable provisions of this MOU.

6. Training and Education.

a. To ensure compliance with this MOU, the Parties must provide training and orientation for their employees who carry out activities under this MOU and, as applicable, Network Providers, Subcontractors, and Downstream Subcontractors who assist MCP with carrying out MCP's responsibilities under this MOU. The training must include information on MOU requirements, what services are provided or arranged for by each Party, and the policies and procedures outlined in this MOU. For persons or entities performing these responsibilities as of the Effective Date, the Parties must provide this training within 60 working days of the Effective

Date. Thereafter, the Parties must provide this training prior to any such person or entity performing responsibilities under this MOU and all such persons or entities at least annually thereafter. MCP must require its Subcontractors and Downstream Subcontractors to provide training on relevant MOU requirements and DMC-ODS services to their contracted providers.

b. In accordance with health education standards required by the Medi-Cal Managed Care Contract, the Parties must provide Members and Network Providers with educational materials related to accessing Covered Services, including for services provided by DMC-ODS.
c. The Parties each must provide the other Party, Members, and Network Providers with training and/or educational materials on how MCP Covered Services and DMC-ODS services may be accessed, including during nonbusiness hours.

7. Screening, Assessment, and Referrals.

a. **Screening and Assessment**
    i. The Parties must work collaboratively to develop and establish policies and procedures that address how Members must be screened and assessed for MCP Covered Services and DMC-ODS services.
    ii. MCP must develop and establish policies and procedures for providing Alcohol and Drug Screening, Assessment, Brief Interventions, and Referral to Treatment ("SABIRT") to Members aged eleven (11) and older in accordance with APL 21-014. MCP policies and procedures must include, but not be limited to:
        1. A process for ensuring Members receive comprehensive substance use, physical, and mental health screening services, including the use of American Society of Addiction Medicine (ASAM) Level 0.5 SABIRT guidelines;
        2. A process for providing or arranging the provision of medications for Addiction Treatment (also known as Medication-Assisted Treatment) provided in primary care, inpatient hospital, emergency departments, and other contracted medical settings;
b. **Referral Process.** The Parties must work collaboratively to develop policies and procedures that ensure Members are referred to the appropriate MCP Covered Services and DMC-ODS services.
    i. The Parties must facilitate referrals to DMC-ODS for Members who may potentially meet the criteria to access DMC-ODS services and ensure DMC-ODS has procedures for accepting referrals from MCP.
    ii. MCP must refer Members using a patient-centered, shared decision-making process.

iii. MCP must develop and implement an organizational approach to the delivery of services and referral pathways to DMC-ODS services.
iv. DMC-ODS must refer Members to MCP for Covered Services, as well as any Community Supports services or care management programs for which they may qualify, such as Enhanced Care Management ("ECM") or Complex Case Management ("CCM"). If DMC-ODS is an ECM Provider, DMC-ODS provides ECM services pursuant to that separate agreement between MCP and DMC-ODS for ECM services; this MOU does not govern DMC-ODS's provision of ECM.
v. The Parties must work collaboratively to ensure that Members may access services through multiple pathways. The Parties must ensure Members receive SUD services when Members have co-occurring SMHS and/or NSMHS and SUD needs.
vi. MCP must have a process by which MCP accepts referrals from DMC-ODS staff, providers, or a self-referred Member for assessment, and a mechanism for communicating such acceptance to DMC-ODS, the provider, or the self-referred Member, respectively; and
vii. DMC-ODS must have a process by which DMC-ODS accepts referrals from MCP staff, providers, or a self-referred Member for assessment, and a mechanism for communicating such acceptance to MCP, the provider, or the self-referred Member, respectively.

c. **Closed Loop Referrals.**
i. By January 1, 2025, or a future date as determined by DHCS, the Parties must develop a process to implement DHCS guidance regarding closed loop referrals to applicable Community Supports, ECM benefits, and/or community-based resources, as referenced in the CalAIM Population Health Management Policy Guide[1], APL 22-024, or any subsequent version of the APL, and as set forth by DHCS through an APL or other, similar guidance. The Parties must work collaboratively to develop and implement a process to ensure that MCP and DMC-ODS comply with the applicable provisions of closed loop referrals guidance within 90 Working Days of issuance of this guidance. The Parties must establish a system that tracks cross-system referrals and meets all requirements as set forth by DHCS through an APL or other, similar guidance.

[1]CalAIM Population Health Management Policy Guide available at https://www.dhcs.ca.gov/CalAIM/Documents/2023-PHM-Policy-Guide.pdf

8. **Care Coordination and Collaboration.**
    a. **Care Coordination**
        i. The Parties must adopt policies and procedures for coordinating Members' access to care and services that incorporate all the requirements set forth in this MOU.
        ii. The Parties must discuss and address individual care coordination issues or barriers to care coordination efforts at least quarterly.
        iii. MCP must have policies and procedures in place to maintain cross-system collaboration with DMC-ODS and to identify strategies to monitor and assess the effectiveness of this MOU.
        iv. The Parties must implement policies and procedures that align for coordinating Members' care that address:
            1. The requirement for DMC-ODS to refer Members to MCP to be assessed for care coordination and other similar programs and other services for which they may qualify provided by MCP including, but not limited to, ECM, CCM, or Community Supports;
            2. The specific point of contact from each Party, if someone other than each Party's Responsible Person, to act as the liaison between Parties and be responsible for initiating, providing, and maintaining ongoing care coordination for all Members under this MOU;
            3. A process for how MCP and DMC-ODS will engage in collaborative treatment planning to ensure care is clinically appropriate and nonduplicative and considers the Member's established therapeutic relationships;
            4. A process for coordinating the delivery of Medically Necessary Covered Services with the Member's Primary Care Provider, including without limitation transportation services, home health services, and other Medically Necessary Covered Services for eligible Members;
            5. A process for how MCP and DMC-ODS will help to ensure the Member is engaged and participates in their care program and a process for ensuring the Members, caregivers, and providers are engaged in the development of the Member's care;
            6. A process for reviewing and updating a Member's problem list, as clinically indicated. The process must describe circumstances for updating problem lists and coordinating with outpatient SUD providers;
            7. A process for how the Parties will engage in collaborative treatment planning and ensure communication among providers, including procedures for exchanges of medical information; and

8. Processes to ensure that Members and providers can coordinate coverage of Covered Services and carved-out services outlined by this MOU outside of normal business hours, as well as providing or arranging for 24/7 emergency access to Covered Services and carved-out services.

v. **Transitional Care.**

1. The Parties must establish policies and procedures and develop a process describing how MCP and DMC-ODS will coordinate transitional care services for Members. A "transitional care service" is defined as the transfer of a Member from one setting or level of care to another, including, but not limited to, discharges from hospitals, institutions, and other acute care facilities and skilled nursing facilities to home- or community-based settings,[2] level of care transitions that occur within the facility, or transitions from outpatient therapy to intensive outpatient therapy and vice versa.
2. For Members who are admitted for residential SUD treatment, including, but not limited to, Short-Term Residential Therapeutic Programs and Psychiatric Residential Treatment Facilities where DMC-ODS is the primary payer, DMC-ODS is primarily responsible for coordination of the Member upon discharge. In collaboration with DMC-ODS, MCP is responsible for ensuring transitional care coordination as required by Population Health Management,[3] including, but not limited to:
    a. Tracking when Members are admitted, discharged, or transferred from facilities contracted by DMC-ODS in accordance with Section 11(a)(iii) of this MOU;
    b. Approving prior authorizations and coordinating services where MCP is the primary payer (e.g., home services, long-term services, and supports for dual-eligible Members);
    c. Ensuring the completion of a discharge risk assessment and developing a discharge planning document;

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2 Expectations for transitional care are defined in the PHM Policy Program Guide: https://www.dhcs.ca.gov/CalAIM/Documents/2023-PHM-Program-Guide-a11y.pdf

3 Expectations for transitional care are defined in the PHM Policy Program Guide: https://www.dhcs.ca.gov/CalAIM/Documents/2023-PHM-Program-Guide-a11y.pdf; *see also* PHM Roadmap and Strategy: https://www.dhcs.ca.gov/CalAIM/Documents/Final-Population-Health-Management-Strategy-and-Roadmap.pdf

d. Assessing Members for any additional care management programs or services for which they may qualify, such as ECM, CCM, or Community Supports, and enrolling the Member in the program as appropriate;
e. Notifying existing CCM Care Managers of any admission if the Member is already enrolled in ECM or CCM; and
f. Assigning or contracting with a care manager to coordinate with county care coordinators to ensure physical health follow-up needs are met for each eligible Member as outlined by the Population Health Management Policy Guide.[4]

3. The Parties must include in their policies and procedures a process for updating and overseeing the implementation of the discharge planning documents as required for Members transitioning to or from MCP or DMC-ODS services;
4. For inpatient residential SUD treatment provided by DMC-ODS or for inpatient hospital admissions or emergency department visits known to MCP, the process must include the specific method to notify each Party within 24 hours of admission and discharge and the method of notification used to arrange for and coordinate appropriate follow-up services.

vi. **Clinical Consultation.** The Parties must establish policies and procedures to ensure that Members have access to clinical consultation, including consultation on medications, as well as clinical navigation support for patients and caregivers.

vii. **Enhanced Care Management.**

1. Delivery of the ECM benefit for individuals who meet ECM Population of Focus definitions (including, but not limited to, the Individuals with Severe Mental Illness and Children Populations of Focus) must be consistent with DHCS guidance regarding ECM, including:
    a. That MCP prioritize assigning a Member to a DMC-ODS Provider as the ECM Provider if the Member receives DMC-ODS services from that Provider and that Provider is a contracted ECM Provider, unless the Member has expressed a different preference or MCP identifies a more appropriate ECM Provider given the Member's individual needs and health conditions; and

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4 CalAIM Population Health Management Policy Guide available at https://www.dhcs.ca.gov/CalAIM/Documents/2023-PHM-Policy-Guide.pdf.

b. That the Parties implement a process for DMC-ODS Providers to refer their patients to MCP for ECM if the patients meet Population of Focus criteria.

2. The Parties must implement a process for avoiding duplication of services for individuals receiving ECM with DMC-ODS care coordination. Members receiving DMC-ODS care coordination can also be eligible for and receive ECM.
3. MCP must have written processes for ensuring the nonduplication of services for Members receiving ECM and DMC-ODS care coordination

viii. **Community Supports.**

1. The identified point of contact from each Party to act as the liaison to oversee initiating, providing, and maintaining ongoing coordination as mutually agreed upon in MCP and DMC-ODS protocols;
2. Identification of the Community Supports covered by MCP; and
3. A process specifying how DMC-ODS will make referrals for Members eligible for or receiving Community Supports.

ix. **Prescription Drugs.** The Parties must develop a process for coordination between MCP and DMC-ODS for prescription drug and laboratory, radiological, and radioisotope service procedures, including a process for referring eligible Members for SUD services to a Drug Medi-Cal-certified program or a DMC-ODS program in accordance with the Medi-Cal Managed Care Contract.

9. Quarterly Meetings.

a. The Parties must meet as frequently as necessary to ensure proper oversight of this MOU but not less frequently than quarterly, in order to address care coordination, Quality Improvement ("QI") activities, QI outcomes, systemic and case specific concerns, and communicating with others within their organizations about such activities. These meetings may be conducted virtually.
b. Within 30 Working Days after each quarterly meeting, the Parties must each post on its website the date and time the quarterly meeting occurred, and, as applicable, distribute to meeting participants a summary of any follow-up action items or changes to processes that are necessary to fulfill the Parties' obligations under the Medi-Cal Managed Care Contract, the DMC-ODS Intergovernmental Agreement, and this MOU.
c. The Parties each must invite the other Party's Responsible Person and appropriate program executives to participate in quarterly meetings to ensure appropriate committee representation, including a local presence, to discuss and address care coordination and MOU-related issues. The

Parties' Subcontractors and Downstream Subcontractors should be permitted to participate in these meetings, as appropriate.

d. The Parties must report to DHCS updates from quarterly meetings in a manner and at a frequency specified by DHCS.
e. **Local Representation.** MCP must participate, as appropriate, at meetings or engagements to which MCP is invited by DMC-ODS, such as local county meetings, local community forums, and DMC-ODS engagements, to collaborate with DMC-ODS in equity strategy and wellness and prevention activities.

10. **Quality Improvement.** The Parties must develop QI activities specifically for the oversight of the requirements of this MOU, including, without limitation, any applicable performance measures and QI initiatives, including those to prevent duplication of services, as well as reports that track referrals, Member engagement, and service utilization. The Parties must document these QI activities in policies and procedures.

11. **Data Sharing and Confidentiality.** The Parties must establish and implement policies and procedures to ensure that the minimum necessary Member information and data to accomplish the goals of this MOU are exchanged timely and maintained securely and confidentially and in compliance with the requirements set forth below to the extent permitted under applicable state and federal law. The Parties will share protected health information ("PHI") for the purposes of medical and behavioral health care coordination pursuant to Welfare and Institutions § 14184.102(j), and to the fullest extent permitted under the Health Insurance Portability and Accountability Act and its implementing regulations, as amended ("HIPAA"), 42 Code Federal Regulations Part 2, and other State and federal privacy laws. For additional guidance, the Parties should refer to the CalAIM Data Sharing Authorization Guidance.[5]

    a. **Data Exchange.** Except where prohibited by law or regulation, MCP and DMC-ODS must share the minimum necessary data and information to facilitate referrals and coordinate care under this MOU. The Parties must have policies and procedures for supporting the timely and frequent exchange of Member information and data, including behavioral health and physical health data; maintaining the confidentiality of exchanged information and data; and obtaining Member consent, when required. The minimum necessary information and data elements to be shared as agreed-upon by the Parties are set forth in Exhibit C of this MOU.

[5] CalAIM Data Sharing Authorization Guidance VERSION 2.0 June 2023 available at: https://www.dhcs.ca.gov/Documents/MCQMD/CalAIM-Data-Sharing-Authorization-Guidance-Version-2-Draft-Public-Comment.pdf

To the extent permitted under applicable law, the Parties must share, at a minimum, Member demographic information, behavioral and physical health information, diagnoses, assessments, medications prescribed, laboratory results, referrals/discharges to/from inpatient or crisis services and known changes in condition that may adversely impact the Member's health and/or welfare. The Parties must annually review and, if appropriate, update Exhibit C of this MOU to facilitate sharing of information and data. DMC-ODS and MCP must establish policies and procedures to implement the following with regard to information sharing:

i. A process for timely exchanging information about Members eligible for ECM, regardless of whether the DMC-ODS Provider is serving as an ECM Provider;
ii. ii. A process for DMC-ODS to send regular frequent batches of referrals to ECM and Community Supports to MCP in as close to real time as possible;
iii. A process for DMC-ODS to send admission, discharge, and transfer data to MCP when Members are admitted to, discharged from, or transferred from facilities contracted by DMC-ODS (e.g., residential SUD treatment facilities, residential SUD withdrawal management facilities), and for MCP to receive this data. This process may incorporate notification requirements as described in Section 8(a)(v)(3);
iv. A process to implement mechanisms to alert the other Party of behavioral health crises (e.g., DMC-ODS alerts MCP of uses of SUD crisis intervention); and
v. A process for MCP to send admission, discharge, and transfer data to DMC-ODS when Members are admitted to, discharged from, or transferred from facilities contracted by MCP (e.g., emergency department, inpatient hospitals, nursing facilities), and for DMC-ODS to receive this data. This process may incorporate notification requirements as described in Section 8(a)(v)(3).

b. **Behavioral Health Quality Improvement Program.** If DMC-ODS is participating in the Behavioral Health Quality Improvement Program, then MCP and DMC-ODS are encouraged to execute a DSA. If DMC-ODS and MCP have not executed a DSA, DMC-ODS must sign a Participation Agreement to onboard with a Health Information Exchange that has signed the California Data Use and Reciprocal Support Agreement and joined the California Trusted Exchange Network.
c. **Interoperability.** MCP and DMC-ODS must exchange data in compliance with the payer-to-payer data exchange requirements pursuant to 45 Code of Federal Regulations Part 170. MCP must make available to Members their electronic health information held by the Parties and make available an application program interface that makes complete and accurate Network Provider directory information available through a public-facing digital endpoint on MCP's and DMC-ODS's respective websites pursuant to

42 Code of Federal Regulations Section 438.242(b) and 42 Code of Federal Regulations Section 438.10(h). The Parties must comply with DHCS interoperability requirements set forth in APL 22-026 and BHIN 22-068, or any subsequent version of the APL and BHIN, as applicable.

12. Dispute Resolution.

a. The Parties must agree to dispute resolution procedures such that in the event of any dispute or difference of opinion regarding the Party responsible for service coverage arising out of or relating to this MOU, the Parties must attempt, in good faith, to promptly resolve the dispute mutually between themselves. The Parties must document the agreed-upon dispute resolution procedures in policies and procedures. Pending resolution of any such dispute, MCP and DMC-ODS must continue without delay to carry out all responsibilities under this MOU unless the MOU is terminated. If the dispute cannot be resolved within 15 Working Days of initiating such negotiations or such other period as may be mutually agreed to by the Parties in writing, either Party may pursue its available legal and equitable remedies under California law. Disputes between MCP and DMC-ODS that cannot be resolved in a good faith attempt between the Parties must be forwarded by MCP and/or DMC-ODS to DHCS.
b. Unless otherwise determined by the Parties, the DMC-ODS Liaison must be the designated individual responsible for receiving notice of actions, denials, or deferrals from MCP, and for providing any additional information requested in the deferral notice as necessary for a medical necessity determination.
c. MCP must monitor and track the number of disputes with DMC-ODS where the Parties cannot agree on an appropriate place of care and, upon request, must report all such disputes to DHCS.
d. Until the dispute is resolved, the following provisions must apply:
    i. The Parties may agree to an arrangement satisfactory to both Parties regarding how the services under dispute will be provided; or
    ii. When the dispute concerns MCP's contention that DMC-ODS is required to deliver SUD services to a Member and DMC-ODS has incorrectly determined the Member's diagnosis to be a diagnosis not covered by DMC-ODS, MCP must manage the care of the Member under the terms of its contract with the State, including providing or arranging and paying for those services until the dispute is resolved. iii. When the dispute concerns DMC-ODS's contention that MCP is required to deliver physical health care-based treatment, or to deliver prescription drugs or laboratory, radiological, or radioisotope services required to diagnose, DMC-ODS is responsible for providing or arranging and paying for those services until the dispute is resolved.
e. Nothing in this MOU or provision constitutes a waiver of any of the government claim filing requirements set forth in Title I, Division 3.6, of the

California Government Code or as otherwise set forth in local, State, or federal law.

13. **Equal Treatment.** Nothing in this MOU is intended to benefit or prioritize Members over persons served by DMC-ODS who are not Members. Pursuant to Title VI, 42 United States Code Section 2000d, et seq., DMC-ODS cannot provide any service, financial aid, or other benefit, to an individual that is different, or is provided in a different manner, from that provided to others provided by DMC-ODS.

14. **General.**
    a. **MOU Posting.** MCP and DMC-ODS must each post this executed MOU on its website.
    b. **Documentation Requirements.** MCP and DMC-ODS must retain all documents demonstrating compliance with this MOU for at least 10 years as required by the Medi-Cal Managed Care Contract and DMC-ODS Intergovernmental Agreement. If DHCS requests a review of any existing MOU, the Party that received the request must submit the requested MOU to DHCS within 10 Working Days of receipt of the request.
    c. **Notice.** Any notice required or desired to be given pursuant to or in connection with this MOU must be given in writing, addressed to the noticed Party at the Notice Address set forth below the signature lines of this MOU. Notices must be (i) delivered in person to the Notice Address; (ii) delivered by messenger or overnight delivery service to the Notice Address; (iii) sent by regular United States mail, certified, return receipt requested, postage prepaid, to the Notice Address; or (iv) sent by email, with a copy sent by regular United States mail to the Notice Address. Notices given by in-person delivery, messenger, or overnight delivery service are deemed given upon actual delivery at the Notice Address. Notices given by email are deemed given the day following the day the email was sent. Notices given by regular United States mail, certified, return receipt requested, postage prepaid, are deemed given on the date of delivery indicated on the return receipt. The Parties may change their addresses for purposes of receiving notice hereunder by giving notice of such change to each other in the manner provided for herein.
    d. **Delegation.** MCP and DMC-ODS may delegate its obligations under this MOU to a Fully Delegated Subcontractor or Partially Delegated Subcontractor as permitted under the Medi-Cal Managed Care Contract, provided that such Fully Delegated Subcontractor or Partially Delegated Subcontractor is made a Party to this MOU. Further, the Parties may enter into Subcontractor Agreements or Downstream Subcontractor Agreements that relate directly or indirectly to the performance of the Parties' obligations under this MOU. Other than in these circumstances, the Parties cannot delegate the obligations and duties contained in this MOU.

e. **Annual Review.** MCP and DMC-ODS must conduct an annual review of this MOU to determine whether any modifications, amendments, updates, or renewals of responsibilities and obligations outlined within are required. MCP and DMC-ODS must provide DHCS evidence of the annual review of this MOU as well as copies of any MOUs modified or renewed as a result.
f. **Amendment.** This MOU may only be amended or modified by the Parties through a writing executed by the Parties. However, this MOU is deemed automatically amended or modified to incorporate any provisions amended or modified in the Medi-Cal Managed Care Contract, DMC-OS Intergovernmental Agreement, any subsequently issued superseding APL, BHINs, or guidance, or as required by applicable law or any applicable guidance issued by a State or federal oversight entity.
g. **Governance.** This MOU is governed by and construed in accordance with the laws of the state of California.
h. **Independent Contractors.** No provision of this MOU is intended to create, nor is any provision deemed or construed to create, any relationship between DMC-ODS and MCP other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this MOU. Neither DMC-ODS nor MCP, nor any of their respective contractors, employees, agents, or representatives, is construed to be the contractor, employee, agent, or representative of the other.
i. **Counterpart Execution.** This MOU may be executed in counterparts signed electronically and sent via PDF, each of which is deemed an original, but all of which, when taken together, constitute one and the same instrument.
j. **Superseding MOU.** This MOU constitutes the final and entire agreement between the Parties and supersedes any and all prior oral or written agreements, negotiations, or understandings between the Parties that conflict with the provisions set forth in this MOU. It is expressly understood and agreed that any prior written or oral agreement between the Parties pertaining to the subject matter herein is hereby terminated by mutual agreement of the Parties.

(Remainder of this page intentionally left blank)

The Parties represent that they have authority to enter into this MOU on behalf of their respective entities and have executed this MOU as of the Effective Date.

KAISER FOUNDATION HEALTH PLAN, INC. (MCP)

Signature: _____
Date:
Name: Celia Willams
Title: Executive Director, Medicaid Care Delivery and Operations
Notice Address:
393 E. Walnut St.
Pasadena, CA 91188

Electronic Notice Delivery:
KPMOU@kp.org

COUNTY OF MARIPOSA (DMC-ODS)

_____
Miles Menetrey, Chair
Board of Supervisors

COUNTY OF MARIPOSA
APPROVED AS TO FORM:

_____
Signature: Steve W. Dahlem
Title: Clerk of the Board

COUNTY OF MARIPOSA
COUNTERSIGNED:
(Government Code §25103)

_____
Signature: Danielle Bondshu
Title: Clerk of the Board

Exhibit A

MCP-Agency Liaisons

Liaisons	**Kaiser Foundation Health Plan, Inc.**
MCP Responsible Person	MOU Coordinator
MCP Agency Liaison	MOU Liaison

Exhibit B

DMC-ODS Responsible Party -

Name: Sheila Baker
Title: Deputy Director of Behavioral Health and Recovery Services & Local Mental Health Director
Contact: sbaker@mariposacounty.org

DMC-ODS Liaison -

Name: Sylena Schendel
Title: Administrative Analyst – Substance Use Disorder Quality Assurance Supervisor
Contact: sschendel@mariposacounty.org

Exhibit C
Data Elements

To the extent permitted under applicable law, the Parties must share, at a minimum, Member demographic information, behavioral and physical health information, diagnoses, assessments, medications prescribed, laboratory results, referrals/discharges to/from inpatient or crisis services and known changes in condition that may adversely impact the Member's health and/or welfare.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-512

MEETING: December 3, 2024

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve First Amendment with Patton Air Conditioning in the Amount of $115,000 for Maintenance and Repair; and Authorize the Board of Supervisors Chair to Sign the Amendment

---

RECOMMENDATION AND JUSTIFICATION

Approve First Amendment with Patton Air Conditioning in the Amount of $115,000 for Maintenance and Repair; and Authorize the Board of Supervisors Chair to Sign the Amendment.

The contractor is to provide preventative maintenance services including periodic inspections, adjustments, and seasonal start-up and shutdown on the above units/equipment on a pre-approved twice a year basis per location. In the event the need for additional service and/or repairs beyond what is addressed by the Preventative Maintenance Agreement between the parties is deemed needed by the County, the Contractor will provide a special diagnostic service call that will result in a solution outlining the service/repair issue needs with a quote for time and materials needed to resolve the additional service/repair need. The additional service-repair solution will be initiated only after approval by the County of the quote from the Contractor is received.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The previous maintenance agreement was approved by the Board of Supervisors on September 3, 2024 through Resolution number 2024-377.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this agreement is not approved, the necessary repair work on the HVAC within the HHSA buildings may be delayed and adversely affect the office environment.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Patton Air Conditioning 2025 (A01)**
2. **Patton Air Conditioning 2025**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

FIRST AMENDMENT TO AGREEMENT FOR MAINTENANCE AND REPAIR SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR MAINTENANCE AND REPAIR SERVICE, 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 Patton Air Conditioning, hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated September 3, 2024, wherein Contractor agreed to provide maintenance and repair services; and

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

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

3. Paragraph 3, "COMPENSATION," and Exhibit B are hereby amended to provide that an additional $50,000, will be added to the original amount of $65,000, making the total compensation paid to Contractor the not to exceed amount of $115,000.

Except as herein amended, the Agreement dated September 3, 2024, 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
_____	_____
Miles Menetrey, Chair Board of Supervisors	Dan Reyes, Project Estimator Patton Air Conditioning
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

Form Revision Date: 02-26-24

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-377

MEETING:	September 3, 2024
TO:	The Board of Supervisors
FROM:	Kristina Keheley, Interim Health and Human Services Agency Director
RE:	Approve an Agreement with Patton Air Conditioning in the Amount of $65,000 for Maintenance and Repair; and Authorize the Board of Supervisors Chair to Sign the Agreement

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Patton Air Conditioning in the Amount of $65,000 for Maintenance and Repair; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The contractor is to provide preventative maintenance services including periodic inspections, adjustments, and seasonal start-up and shutdown on the above units/equipment on a pre-approved twice a year basis per location. In the event the need for additional service and/or repairs beyond what is addressed by the Preventative Maintenance Agreement between the parties is deemed needed by the County, the Contractor will provide a special diagnostic service call that will result in a solution outlining the service/repair issue needs with a quote for time and materials needed to resolve the additional service/repair need. The additional service-repair solution will be initiated only after approval by the County of the quote from the Contractor is received.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The previous maintenance agreement was approved by the HHSA Department Head and the previous repair agreement was approved by the CAO.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this agreement is not approved, the necessary repair work on the HVAC within the HHSA buildings may be delayed and adversely affect the office environment.

FINANCIAL IMPACT

There is no impact on the County General Fund.

ATTACHMENTS

1. **Patton Air Conditioning (Maintenance & Repair) 2025**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District IV Supervisor Wayne Forsythe
SECONDER:	District III Supervisor Danette Toso

Initial
C-HHSA

Docusign Envelope ID: 69807ECE-7B61-4E30-89D2-AAA57F2FEA65

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

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AGREEMENT FOR MAINTENANCE AND REPAIR SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 3rd day of September, 2024, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and Patton Air Conditioning, hereinafter referred to as "Contractor," pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2024, and terminate on June 30, 2025, unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform maintenance and repair services as described in Exhibit A, "Scope of Work," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $65,000 as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, or employees.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

Docusign Envelope ID: 69807ECE-7B61-4E30-89D2-AAA57F2FEA65

(2) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.

(3) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease.

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

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

B. OTHER INSURANCE PROVISIONS

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

(1) Additional Insured Status: County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 forms if a later edition is used).

(2) Primary Coverage: For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance with respect to Contractor's negligent performance of the services as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with at least thirty (30) calendar days' notice to County.

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

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County. County may require Contractor to

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purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(6) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to County.

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall release, hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, from and against any and all claims, losses, damages, lawsuits, liabilities and expenses, including but not limited to reasonable attorneys' fees, including but not limited to those attributable to bodily injury, sickness, disease, death or injury to or destruction of property, including the loss therefrom, which arises out of or is in any way connected with the performance of this Agreement (collectively "Liabilities") to the extent caused by Contractor or its officers, agents or employees, except where such Liabilities are caused by the sole negligence or willful misconduct of County.

6. INDEPENDENT CONTRACTOR

It is the expressed 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.

7. 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

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employee of 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.

8. 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.

9. AUDITS AND INSPECTIONS

Contractor shall at any time during business hours, and as often as County may deem necessary, make available to County for examination all of its records and data with respect to the matters covered by this Agreement. Contractor shall, upon the request of County, permit County to audit and inspect all of such records and data necessary to ensure Contractor's compliance with the terms of this Agreement. If compensation to be paid by County under this Agreement exceeds Ten Thousand Dollars ($10,000), Contractor shall be subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three (3) years after final payment under this Agreement. This section survives the termination of this Agreement.

10. ASSIGNMENT

It is understood and agreed that this Agreement contemplates personal performance by 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 Contractor under this Agreement will be permitted only with the express written consent of County.

11. NOTICE

Any and all notices, reports or other communications to be given to County or Contractor shall be given to the persons representing the respective parties at the following addresses:

CONTRACTOR:
Patton Air Conditioning
272 N. Palm Avenue
Fresno, CA 93701

COUNTY:
County of Mariposa
P.O. Box 99
5362 Lemee Lane
Mariposa, CA 95338

Docusign Envelope ID: 69807ECE-7B61-4E30-89D2-AAA57F2FEA65

12. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinances and regulations applicable to Contractor's performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

13. PUBLIC RECORDS ACT

Contractor is aware that this Agreement and any documents provided to County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

14. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

15. ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

16. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination as set forth in Exhibit B.

B. Either party may terminate this Agreement for convenience upon 30 calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit B.

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include,

Docusign Envelope ID: 69807ECE-7B61-4E30-89D2-AAA57F2FEA65

but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

17. NO WAIVER

The failure to exercise any right to enforce any remedy contained in this Agreement shall not operate as to be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any other right or remedy herein contained.

18. DISPUTES

Should it become necessary for a party to this Agreement to bring an action in connection with this Agreement, the prevailing party in any such action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Mariposa, State of California.

19. CAPTIONS

The captions of this Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

20. NUMBER AND GENDER

In this Agreement, the neutral gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

21. MANDATORY AND PERMISSIVE

"Shall" is mandatory. "May" is permissive.

22. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of

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the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

24. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

25. CONTROLLING LAW

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

26. AUTHORITY

Each party and each party's signatory warrant and represent that each has full authority and capacity to enter into this Agreement in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to this Agreement shall comply with all requirements of law, including capacity and authority to amend or modify this Agreement.

27. NEGOTIATED AGREEMENT

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

28. NO RELIANCE ON REPRESENTATIONS

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other party.

Docusign Envelope ID: 69807ECE-7B61-4E30-89D2-AAA57F2FEA65

29. WARRANTY

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all work shall be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

30. FUNDING AVAILABILITY

It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal year covered under this Agreement does not appropriate sufficient funds for this Agreement, this Agreement shall terminate and be of no further force and effect upon the day notice is provided by County to Contractor of such event. Upon termination of this Agreement, County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement except for services rendered prior to such termination and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

If funding for any fiscal year is reduced or deleted by the County budget for purposes of this Agreement, the County shall have the option to either cancel this Agreement with no liability occurring to the County, except County must reimburse Contractor for services rendered prior to such reduction or modification of the County budget, or offer an amendment to this Agreement to Contractor to reflect the reduced amount.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

COUNTY OF MARIPOSA

DocuSigned by:
Miles S Menetrey
B43EC70C19BE446...

Miles Menetrey, Chair
Board of Supervisors

CONTRACTOR

DocuSigned by:
Dan Reyes
3105895D904647F...

Dan Reyes, Project Estimator
Patton Air Conditioning

COUNTERSIGNED:
(Government Code §25103)

DocuSigned by:
Danielle Bondshu
7CA008A502E44EB...

Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

DocuSigned by:
Steven W Dahlem
F6A416F06B394BF...

Steven W. Dahlem
County Counsel

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Exhibit A
SCOPE OF WORK
(Patton Sheet Metal Works, Inc. dba Patton Air Conditioning)

PREVENTATIVE MAINTENANCE

Locations served: Mariposa County Health & Human Services Agency at 5362 Lemee Lane and the Community Health Center at 5300 Hwy 49 N., Mariposa, California.

Units/Equipment Covered: One (1) McQuay RDE100CSW Rooftop Air conditioner and Mach C750 Boiler and six (6) Gas/Electric Rooftop heating and cooling units and ductless split system.

Preventative Maintenance Services: Contractor to provide preventative maintenance services including periodic inspections, adjustments, and seasonal start-up and shutdown on the above units/equipment on a pre-approved twice a year basis per location.

Procedures to be followed by Contractor:

- Check-in with Operations representative and inquire about any existing problems
- See that HVAC equipment areas are clean
- Perform preventative maintenance services
- Report to Operations on any problems or needed repairs
- Provide written quote/estimate for recommended repairs
- Upon approval of any recommended repair quote/estimate, Contractor shall contact Operations to schedule a date/time to perform approved repair(s)
- Invoice to be sent to County designated email contact address (Operations)

This contract is non-transferrable unless mutually agreed upon by the parties.

There is no automatic renewal provision for this contract.

REPAIR

Locations served: Mariposa County Health & Human Services Agency and Family Services Center at 5362 Lemee Lane and the Community Health Center at 5300 Hwy 49 N., Mariposa, California.

Repair Services: In the event the need for additional service and/or repairs beyond what is addressed by the Preventative Maintenance Agreement between the parties is deemed needed by County, Contractor shall provide a special diagnostic service call that will result in a solution outlining the service/repair issue along with a quote for time and materials needed to resolve the additional service/repair need. The additional service-repair solution will be initiated only after approval by County of the quote from Contractor is received.

Docusign Envelope ID: 69807ECE-7B61-4E30-89D2-AAA57F2FEA65

Contractor shall contact Operations in the Administration Division of the Mariposa County Health & Human Services Agency (County) to schedule any repairs.

Contractor shall check in with Operations in the Administration Division of the Mariposa County Health & Human Services Agency (County) on the date of the pre-scheduled repair(s).

Term: July 1, 2024, to June 30, 2025

Docusign Envelope ID: 69807ECE-7B61-4E30-89D2-AAA57F2FEA65

Exhibit B
COST PROPOSAL
(Patton Sheet Metal Works, Inc. dba Patton Air Conditioning)

Locations served: Mariposa County Health & Human Services Agency and Family Services Center at 5362 Lemee Lane and the Community Health Center at 5300 Hwy 49 N., Mariposa, California.

PREVENTATIVE MAINTENANCE

NTE: $5,000.00

REPAIR

Labor: $165.00 per hour invoiced in fifteen (15) minute increments for time spent repairing equipment.

Truck Service Fee: $55.00 per repair service

NTE: $60,000.00.

COMBINED NTE: $65,000.00
Term: July 1, 2024 to June 30, 2025

Docusign Envelope ID: 69807ECE-7B61-4E30-89D2-AAA57F2FEA65

PATTAIR-01 ALEON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/16/2024

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 License # 0E02096 DiBuduo & DeFendis Insurance Brokers, LLC 6873 N. West Ave, Ste 101 Fresno, CA 93711	CONTACT NAME: Angela Leon, AIS, CISR, AINS PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: angela.leon@dibu.com
INSURED Patton Sheet Metal Works, Inc., DBA Patton Air Conditioning 272 N. Palm Avenue Fresno, CA 93701	INSURER A : Travelers Property Casualty Company of America — NAIC # 25674 INSURER B : Columbia Casualty Company — NAIC # 31127 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	X	X	CO-4Y931443	7/1/2024	7/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	8104Y87037724	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			CUP-4Y93206A	7/1/2024	7/1/2025	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
A	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	X	UB-5Y115591	7/1/2024	7/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	Professional Liabili			CEO6020445022	10/18/2023	10/18/2024	Agg/Each Claim	3,000,000

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

The County of Mariposa, its officials, employees and volunteers are named as Additional Insured under the General Liability and Auto Liability per the Additional Insured forms issued by the carrier. General Liability coverage is Primary and Non Contributory per form issued by the carrier. Waiver of Subrogation applies to the General Liability, Auto Liability and Workers Compensation per forms issued by the carrier.

CERTIFICATE HOLDER

County of Mariposa
PO Box 905
Mariposa, CA 95338

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Mariposa, CA 95338
COBagreements@mariposacounty.org
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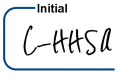
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Signer Events	Signature	Timestamp
Steven W Dahlem sdahlem@mariposacounty.org County Counsel Security Level: Email, Account Authentication (None)	DocuSigned by: Steven W Dahlem F6A416F06B394BF... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 9/5/2024 9:35:35 AM Viewed: 9/5/2024 9:44:51 AM Signed: 9/5/2024 9:44:59 AM
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Miles S Menetrey mmenetrey@mariposacounty.org Mariposa County Board Chair County of Mariposa Security Level: Email, Account Authentication (None)	DocuSigned by: Miles S Menetrey B43EC70C19BE446... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 9/5/2024 9:45:01 AM Viewed: 9/5/2024 9:59:22 AM Signed: 9/5/2024 9:59:35 AM
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Signer Events	Signature	Timestamp
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In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	9/5/2024 3:35:46 PM
Completed	Security Checked	9/5/2024 3:35:46 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Mariposa (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Mariposa:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: jbond@mariposacounty.org

To advise County of Mariposa of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jbond@mariposacounty.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Mariposa

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jbond@mariposacounty.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Mariposa

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to jbond@mariposacounty.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Mariposa as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Mariposa during the course of your relationship with County of Mariposa.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-513

MEETING: December 3, 2024

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve Future of Public Health Funding Annual Certification Agreement #FoPH-025 for FY 24/25 in the Amount $393,555; and Authorize the Health and Human Services Agency Director to Sign the Annual Certification and Any Subsequent Amendments (Subject to Approval as to Legal Form by County Counsel)

RECOMMENDATION AND JUSTIFICATION

Approve Future of Public Health Funding Annual Certification Agreement #FoPH-025 for FY 24/25 in the Amount $393,555; and Authorize the Health and Human Services Agency Director to Sign the Annual Certification and Any Subsequent Amendments (Subject to Approval as to Legal Form by County Counsel).

This Agreement is being signed by the Health and Human Services Director at the request of the State.

The Future of Public Health (FoPH) Grant was created with the aim of transforming and modernizing California to be able to handle public health threats. The COVID-19 pandemic highlighted the critical role of public health systems, but also their under-staffing, inadequate information technology (IT) systems, and laboratory capacity.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has previously approved funding for the Future of Public Health Grant with Resolution #2023-12 on January 17, 2023 and Resolution #2024-178 on May 14, 2024.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the Annual Funding Agreement and Mariposa County Health and Human Services Agency will not be able to utilize this funding.

FINANCIAL IMPACT

There is no impact to the general fund. Revenue and corresponding appropriations are included in the Fiscal Year 2024-2025 Budget 3533-401.

ATTACHMENTS

1. **Attachment 2 - Certification Form - Fillable Form - 2023 (signed)**
2. **FoPH 24-25 Funding Memo_UPDATE**
3. **Acknowledgement_of_Allocation_Letter_24-25_-_KK signed**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

State of California—Health and Human Services Agency
California Department of Public Health

TOMÁS J. ARAGÓN, MD, DrPH
Director and State Public Health Officer

GAVIN NEWSOM
Governor

FUTURE OF PUBLIC HEALTH FUNDING
ANNUAL CERTIFICATION

The undersigned hereby affirms that they have read and agree with the funding requirements specified in the Future of Public Health Funding Award Agreement. The undersigned certifies:

1. That the funding provided under this agreement shall be used to supplement and not supplant all other specific local county funds.

2. That at least 70 percent of funds to support the hiring of permanent city; county; or city and county staff, including benefits and training.

3. Remaining funds, not to exceed 30 percent, may be used for equipment, supplies, and other administrative purposes such as facility space, furnishings, travel.

Designee authorized to commit the Local Health Jurisdiction to this Agreement

Kristina Keheley	Director Health & Human Services
Name (Print)	Title
KKeheley	9/11/2024
Signature	Date

Mariposa County Health & Human Services
Local Health Jurisdiction Name

FoPH-025
Agreement Number

State of California—Health and Human Services Agency
California Department of Public Health

Tomás Aragón, MD, DrPH
Director

GAVIN NEWSOM
Governor

Date: August 15, 2024

To: California Local Health Jurisdictions (LHJs)

From: California Department of Public Health (CDPH)

Subject: Future of Public Health Funding (FoPH), FY 2024-25

I. Purpose

This memo provides LHJs with revised Future of Public Health (FoPH) funding allocations for fiscal years FY 2024-25, FY 2025-26, and FY 2026-27.

II. Background

FoPH funds, originally authorized in the 2022 Budget Act (Chapter 29, Statutes of 2022), provided $200,400,000 annually to LHJ to support local public health workforce and infrastructure.

The 2024 Budget Act (Chapter 35, Statutes of 2024) authorized a 7.95 percent reduction to FoPH funding beginning in fiscal year 2024-25 and ongoing. As a result of the reduction and CDPH planned increases to local assistance, the net loss of funding for local assistance is $12,200,000 (roughly 6 percent) statewide. These funds are considered ongoing funds and part of the ongoing baseline state budget, which must be approved in the annual state budget process. Local assistance amount is pending annual budget approval for each upcoming state fiscal years. Below are anticipated total funding amounts over the next three fiscal years:

State Fiscal Year	Local Assistance Amount
PREVIOUS 2023-24 Local Assistance Amount	$200.4 million
NEW 2024-25 Local Assistance Amount	$188.2 million
2025-26 Local Assistance Amount	$188.2 million
2026-27 Local Assistance Amount	$188.2 million

III. Funding Reduction Methodology

To implement the reduction in local assistance funds available for FoPH, the California Department of Public Health, in consultation with the County Health Executives Association of California (CHEAC) and the California Conference of Local Health Officers (CCLHO), used the following weighted methodology to determine reductions to each LHJ:

- 20 percent of the $12.2M reduction ($2.44 million) is applied in an even percentage across all LHJs. Every LHJ's allocation is reduced by 1.22 percent.
- 80 percent of the $12.2M reduction ($9.76 million) is applied to LHJs proportionally based on their proportion of the total unspent funds reported in their FY 2023-24 expenditure reports for quarters 1 through 4 (as reported by July 30, 2024).

IV. Rationale

The following considerations were evaluated in developing the funding reduction methodology:

- Prioritizing the retention of current staff in LHJs that were successful in filling positions proposed on the FY 23/24 Spend Plan.
- Promoting effective spending to preserve FoPH funding in a challenging budget climate.
- Ensuring LHJs experiencing significant reductions are still afforded the opportunity to increase capacity beyond FY 2023-24 through access to redistributed funding and through alternate capacity building support mechanisms.
- Providing LHJs with stability in funding over the next three fiscal years for planning purposes.

V. Allocations

This letter provides FoPH submission requirements for the period of **July 1, 2024 to June 30, 2025**. Funding allocations are provided in Attachment I and are available for expenditure through June 30, 2025, to support local health jurisdictions and strengthen local infrastructure.

VI. Funding Redistribution Process

For FoPH FY 24/25, CDPH will be actively monitoring invoices and expenditure rates submitted by LHJs to ensure that FoPH funds are being spent effectively (*see section IX of this memo for more information on reporting requirements*). CDPH will work to initiate a Funding Redistribution Process as early as at the end of quarter 1, dependent upon LHJ expenditure rates. If LHJs voluntarily identify anticipated unspent funds, those funds may be redistributed to other LHJs. Priority for receiving such funding would go to LHJs experiencing significant reductions based on the funding reduction methodology.

VII. Funding Requirements

The requirements for the use of FoPH funding remain unchanged and are highlighted below. Requirements for the funding are also detailed in Health and Safety Code Sections 101320-

Non-Supplantation

The funds allocated to each Local Health Jurisdiction may only be used to supplement, rather than supplant, existing levels of services provided by the Local Health Jurisdiction.

Each Local Health Jurisdiction receiving funds shall annually certify to the department that its portion of this funding shall be used to supplement and not supplant all other specific local city, county, or city and county funds, including, but not limited to, the 1991 Health Realignment and city, county, or city and county general fund resources utilized for Local Health Jurisdiction purposes, and excluding federal funds in this determination. *See Attachment 2 for Certification Form.*

Required Use of Funding

1. Each Local Health Jurisdiction must dedicate at least 70 percent of funds to support the hiring of permanent city or county staff, including benefits and training.
2. Remaining funds, not to exceed 30 percent, may be used for equipment, supplies, and other administrative purposes such as facility space, furnishings, and travel.

Workplan/Spend Plan Requirements

Starting in the 2023-24 state fiscal year, LHJs began submitting three-year Workplans and yearly Spend Plans.

1. Each Workplan should be informed by a Community Health Assessment (CHA), Community Health Improvement Plan (CHIP), and/or local Strategic Plan.
2. All LHJs are required to measure and evaluate the process and outcome of hiring permanent staff.

Redirection of Funding for Regional Capacity

A Local Health Jurisdiction has the option to direct a portion of their funds to another local health jurisdiction in support of regional capacity. The requesting Local Health Jurisdiction shall submit a letter of support to CDPH from the recipient Local Health Jurisdiction in which these funds are directed to, along with a description of the regional capacity the funds will support. The letter shall be included as an additional attachment to the submission package.

VIII. Updates to Spend Plans

Timeline

CDPH anticipates issuing FY 24/25 FoPH allocation packages to LHJs on **August 14th, 2024**. Spend Plan templates and other required documents will be provided for LHJs to complete and return to CDPH. CDPH has transitioned FoPH funding management to the newly launched CDPH Future Track System; therefore, LHJs will be asked to submit FY 24/25 Spend Plans through the CDPH Future Track system. This funding memo, the 24/25 Spend Plans templates, and additional related documents will be located on the LHJ SharePoint.

Submission Requirements

1. Workplans: LHJs are not required to submit updated workplans for FY 24/25; however, they may submit a revision to their previously approved three-year Workplan at any time.
2. Spend Plans: LHJs are required to submit updated Spend Plans for FY 24/25 by **September 13th, 2024.**
    - If the 24/25 Spend Plan submissions represent less than a 25% change from previous 23/24 allocations, please assume Spend Plans are approved and proceed with initiating spending. There is no need to request approval for changes to personnel or for revisions totaling 25% or less of an LHJ's allocation. If such revisions are made, the LHJ should report changes at the next available reporting opportunity (i.e., expenditure report, quarterly progress report).
    - CDPH will be collecting Spend Plan submissions through the CDPH Future Track system. All FoPH recipients have identified LHJ Admin Users and have been granted access. If your LHJ still needs assistance with system access, please email FoPHfunding@cdph.ca.gov .
        - CDPH will provide Spend Plan Office Hours in August and September to provide technical assistance on Spend Plan submissions through the CDPH Future Track system.
        - CDPH will also accept Spend Plans through email attachments using the FY 24/25 templates if that is preferred. Please email FoPHfunding@cdph.ca.gov to request attachment templates for completion and submission
3. As a reminder, your Agency should consider the following when developing your Spend Plan:
    - While not required, CDPH recommends that your agency may fund an administrative position to ensure fiscal accountability and reporting requirements of the various FoPH funding. At least 70% of your Agency funds must go towards the hiring, including benefits and training, of permanent city or county staff.
    - Your Agency may dedicate up to 30% of the allocated funding to support equipment, supplies, and other administrative purposes such as, facility space, furnishings, and travel.
    - While not required, CDPH encourages your Agency to recruit and give hiring preference to unemployed workers, underemployed workers, and a diversity of applicants from local communities who are qualified to perform the work. In addition, you are encouraged to work with applicants from your community.
    - While not required, CDPH encourages your Agency to explore transitioning limited-term or contracted staff/positions previously funded through limited term federal funding into permanent positions for the city; county; or city and county.
    - If your Agency will be dedicating a portion of your funds to another LHJ to increase regional capacity, your Agency shall submit a letter of support from the LHJ receiving those funds. Adjustments shall be reflected in the Spend Plan that is submitted to CDPH for review and approval. The letter shall be sent as an attachment to the FoPHfunding@cdph.ca.gov

4. As a reminder, your Agency must maintain the following minimum requirements for the FoPH funding and include descriptions in your Agency's Workplan:
    - A description of how your Agency will achieve 24/7 Health Officer's coverage.
    - A description of how these funds will assist your Agency in meeting your CHA/CHIP and/or local Strategic Plan goals. Please either attach a copy or provide links to your CHA, CHIP, and/or Strategic Plan and/or a date when these will become available. In addition, provide a description of how your agency will measure/evaluate the impact of the FoPH funding.
    - A description of how your Agency will use FoPH funding to meet your LHJ equity goals.
    - A description of how your Agency will use FoPH funding to become or sustain capacity as a learning organization, including continuous quality improvement and Results-Based Accountability/evaluation.
    - Commit to Health Officer and Health Director's participation in Regional Public Health Office monthly or quarterly meetings as determined by the Region and CDPH.

5. In advance of the Spend Plan due date, your Agency should respond to CDPH acknowledging that you accept the allocation funds outlined in the Acknowledgement of Allocation letter by **August 30th, 2024**. The Acknowledgement of Allocation Letter can be signed by any individual(s) in your jurisdiction designated to review and sign these types of forms.

IX. Reporting Requirements

As a condition of the funding, each Local Health Jurisdiction shall, by December 30, 2023, as required by statute, and by July 1 every three years thereafter, be required to submit a public health plan to CDPH pursuant to the requirements. For your convenience, your CDPH point of contact will issue reminders as these dates get closer.

As a recipient of the Future of Public Health Funding, the following reporting documents are required:

1. Submit quarterly progress reports on the status of timelines, goals, and objectives outlined in your Workplan to CDPH following the schedule below. Note, if your Workplan is under review by CDPH and has not been approved by the progress report due date, you are still required to submit your progress report to CDPH. All quarterly progress reports will be submitted through the CDPH Future Track system starting in FY 24/25.

2. Submit quarterly expenditure reports on hiring progress and expenditures to CDPH following the schedule below. Note, if your Spend Plan is under review by CDPH and has not been approved by the expenditure report due date, you are still required to submit your expenditure report to CDPH. All quarterly expenditure reports will be submitted through the CDPH Future Track system starting in FY 24/25. While not required, it is also highly encouraged and recommended by CDPH that LHJs submit monthly expenditure information in the CDPH Future Track system to allow for close monitoring of spending.

3. Submit quarterly Invoices for expenditures reported on the expenditure report to CDPH following the schedule below. CDPH will continue to accept invoices on a flow basis should your LHJ want to submit invoices prior to the quarterly due date. All invoices to CDPH for final expenditures at the close of the fiscal period on June 30th are due within 60 days after the end of the fiscal year (FY). For FY 24/25 Allocation – final invoices due to CDPH by COB August 29th, 2025. All invoices will be submitted through the CDPH Future Track system starting in FY 24/25, using Attachment 3 – 2024-25 Invoice Template.

State Fiscal Year 2024-25

State Fiscal Year 2024-25		
Quarter	**Reporting Period**	**Due Date**
Q1	July 1, 2024 - September 30, 2024	October 30, 2024
Q2	October 1, 2024 - December 31, 2024	January 30, 2025
Q3	January 1, 2025 - March 31, 2025	April 30, 2025
Q4	April 1, 2025 - June 30, 2025	July 30, 2025

Annual Presentation to the Governing Board

In addition to the above reporting requirements, participating LHJs must annually present updates to its Board of Supervisors or City Council, as applicable, on the state of the jurisdiction's public health.

Per Health and Safety Code 101320.5, LHJs must identify the jurisdiction's most prevalent current cases of morbidity and mortality, causes of morbidity and mortality with the most rapid three-year growth rate, and health disparities. The presentation shall also provide an update on progress addressing these issues through the strategies and programs identified in the LHJ's triennial public health planning document, as well as identify policy recommendations for addressing these issues.

X. Questions

For questions related to this funding stream, please email FoPHFunding@cdph.ca.gov.

Attachment I

Jurisdiction	2024-25 Allocation	Funding Service Period
Alameda HD	$4,027,179	July 1, 2024 - June 30, 2025
Alpine	$331,297	July 1, 2024 - June 30, 2025
Amador	$454,208	July 1, 2024 - June 30, 2025
Berkeley	$874,346	July 1, 2024 - June 30, 2025
Butte	$1,209,475	July 1, 2024 - June 30, 2025
Calaveras	$323,719	July 1, 2024 - June 30, 2025
Colusa	$316,301	July 1, 2024 - June 30, 2025
Contra Costa	$3,872,956	July 1, 2024 - June 30, 2025
Del Norte	$256,993	July 1, 2024 - June 30, 2025
El Dorado	$982,773	July 1, 2024 - June 30, 2025
Fresno	$6,011,982	July 1, 2024 - June 30, 2025
Glenn	$440,058	July 1, 2024 - June 30, 2025
Humboldt	$926,739	July 1, 2024 - June 30, 2025
Imperial	$1,455,703	July 1, 2024 - June 30, 2025
Inyo	$418,463	July 1, 2024 - June 30, 2025
Kern	$3,348,865	July 1, 2024 - June 30, 2025
Kings	$876,854	July 1, 2024 - June 30, 2025
Lake	$563,707	July 1, 2024 - June 30, 2025
Lassen	$272,712	July 1, 2024 - June 30, 2025
Long Beach	$2,773,439	July 1, 2024 - June 30, 2025
Los Angeles HD	$46,752,078	July 1, 2024 - June 30, 2025
Madera	$1,203,146	July 1, 2024 - June 30, 2025
Marin	$1,022,544	July 1, 2024 - June 30, 2025
Mariposa	$393,555	July 1, 2024 - June 30, 2025
Mendocino	$715,080	July 1, 2024 - June 30, 2025
Merced	$1,859,196	July 1, 2024 - June 30, 2025
Modoc	$389,325	July 1, 2024 - June 30, 2025
Mono	$398,714	July 1, 2024 - June 30, 2025
Monterey	$2,532,265	July 1, 2024 - June 30, 2025
Napa	$885,695	July 1, 2024 - June 30, 2025
Nevada	$681,530	July 1, 2024 - June 30, 2025
Orange	$12,787,939	July 1, 2024 - June 30, 2025
Pasadena	$825,342	July 1, 2024 - June 30, 2025
Placer	$1,269,609	July 1, 2024 - June 30, 2025
Plumas	$221,191	July 1, 2024 - June 30, 2025
Riverside	$11,638,607	July 1, 2024 - June 30, 2025
Sacramento	$6,959,329	July 1, 2024 - June 30, 2025
San Benito	$588,903	July 1, 2024 - June 30, 2025
San Bernardino	$11,015,929	July 1, 2024 - June 30, 2025

San Diego	$14,181,313	July 1, 2024 - June 30, 2025
San Francisco	$3,580,496	July 1, 2024 - June 30, 2025
San Joaquin	$3,472,846	July 1, 2024 - June 30, 2025
San Luis Obispo	$1,441,838	July 1, 2024 - June 30, 2025
San Mateo	$3,103,401	July 1, 2024 - June 30, 2025
Santa Barbara	$2,378,116	July 1, 2024 - June 30, 2025
Santa Clara	$7,207,488	July 1, 2024 - June 30, 2025
Santa Cruz	$1,449,900	July 1, 2024 - June 30, 2025
Shasta	$786,547	July 1, 2024 - June 30, 2025
Sierra	$260,709	July 1, 2024 - June 30, 2025
Siskiyou	$521,363	July 1, 2024 - June 30, 2025
Solano	$2,091,250	July 1, 2024 - June 30, 2025
Sonoma	$2,062,493	July 1, 2024 - June 30, 2025
Stanislaus	$2,923,913	July 1, 2024 - June 30, 2025
Sutter	$778,333	July 1, 2024 - June 30, 2025
Tehama	$267,867	July 1, 2024 - June 30, 2025
Trinity	$400,320	July 1, 2024 - June 30, 2025
Tulare	$3,047,082	July 1, 2024 - June 30, 2025
Tuolumne	$476,861	July 1, 2024 - June 30, 2025
Ventura	$3,810,304	July 1, 2024 - June 30, 2025
Yolo	$1,380,639	July 1, 2024 - June 30, 2025
Yuba	$699,175	July 1, 2024 - June 30, 2025

Docusign Envelope ID: 4C94DF2A-8658-4B74-8FDE-4CAD1FE1C2A7

Future of Public Health (FoPH) Funding

Acknowledgement of Allocation Letter

Instructions: Please check one statement below, sign, and return to

FoPHfunding@cdph.ca.gov

☑ Health & Human Services Agency acknowledges receipt of the Future of Public Health funding memo for Fiscal Year 2024-25 through Fiscal Year 2025-26 and accepts the funds to be used as outlined under the Submission Requirements section.

Enter Name of Local Health Jurisdiction

☐ Health & Human Services Agency acknowledges receipt of the Future of Public Health funding memo for Fiscal Year 2024-25 through Fiscal Year 2025-26 and does not accept the funds. _____ understands that these funds cannot be delegated to another Agency and CDPH will redistribute funds.

Enter Name of Local Health Jurisdiction

Name of Local Health Jurisdiction designated signee(s): Kristina Keheley

Title/Role: Director Health & Human Services Agency

Signature of Local Health Jurisdiction designee: DocuSigned by: kristina keheley EF2F2BFCD1BA4C6...

Date: 10/30/24

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-514

MEETING: December 3, 2024

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Adopt a Resolution of Intention to Approve Allocations for Housing Funds from the Housing and Community Development (HCD); and Approve the Budget Action Increasing Revenue and Appropriations in the Social Services Budget Receiving Unanticipated Revenue ($22,792) (4/5ths Vote Required)

RECOMMENDATION AND JUSTIFICATION

Adopt a Resolution of Intention to Approve Allocations for Housing Funds from the Housing and Community Development (HCD); and Approve the Budget Action Increasing Revenue and Appropriations in the Social Services Budget Receiving Unanticipated Revenue ($22,792) (4/5ths Vote Required).

Approve allocation acceptance forms for the Transitional
Housing Program and Housing Navigation and Maintenance Program for a total amount not to exceed $22,792; and authorize the Health and Human Services Agency (HHSA) Director to sign allocation acceptance forms.

Pursuant to the Budget Act of 2019, the Department of Housing and Community Development (HCD) has allocated respective totals of $5 million and $8 million in funding to counties for the support of the Transitional Housing Program (THP) and the Housing Navigation Maintenance Program (HNMP)Through calculations from HCD, Mariposa County HHSA will receive $13,325 for THP and $9,467 for HNMP.

The purpose of THP is to help young adults 18 to 25 years old secure and maintain housing, with priority given to young adults formerly in the foster care system.
The county may use the funding to provide housing navigation services directly or through a contract with other housing assistance programs in the county. It is encouraged that the county coordinate with the local Continuum of Care to foster communication and collaboration.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On May 5, 2020, the Board of Supervisors authorized the Health and Human Services Director to sign acceptance allocation forms for THP and HNMP through Resolution No. 2020-228.

On August 4, 2020, the Board of Supervisors adopted the THP allocation acceptance resolution through Resolution No. 2020-475.

On April 27, 2021, the Board of Supervisors adopted the THP allocation acceptance resolution through Resolution No. 2021-230.

On December 5, 2023, the Board of Supervisors adopted the THP and HNMP through Resolution No. 2023-637.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Refusing this allocation will prevent HHSA from seeking reimbursement funding for dollars spent on providing housing for young adults.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Budget Action Item**
2. **Transitional Age Youth (TAY) Program Allocation Acceptance Form FY 2024 - 2025 FINAL THP**
3. **Transitional Age Youth (TAY) Program Allocation Acceptance Form FY 2024 - 2025 FINAL HNMP (1)**
4. **FY 24-25 Transitional Age Youth (TAY) Program Resolution Template & Checklist THP_HNMP**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
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
1001	501	45547	State Grant Revenue	THP	(22,792)	
1001	501	60531	Client-Household Goods	THP	7,792	
1001	501	60534	Client-Rent	THP	15,000	
				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 K Kelly DATE 11/20/24

AUDITOR SIGNATURE DATE

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DATE

APPROVED BY RES NO. CLERK DATE

DEPARTMENT

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 08/2020

Transitional Housing Program (THP) Allocation Acceptance Round 6

Rev. 10/09/24

County Allocation (select Applicant County in row 7 below): $13,325

Pursuant to item 2240-102-0001 of Section 2.00 of the Budget Act of 2024 (Chapter 22 of the Statutes of 2024) and Chapter 11.7 (commencing with Section 50807) of Part 2 of Division 31 of the Health and Safety Code (HSC), the Department of Housing and Community Development (HCD) shall allocate funding to counties for the purpose of housing stability to help young adults 18 to 24 years of age, inclusive, secure and maintain housing, with priority given to young adults formerly in the foster care or probation systems.

Housing First

The Contractor shall certify to employ the core components of Housing First, pursuant to Welfare and Institutions Code Section 8255.

Allocation Applicant

Allocation Applicant is a County	Yes

Pursuant to Section 50807(b) of the HSC, HCD consulted with the Department of Social Services, the Department of Finance, and the County Welfare Directors Association to develop a formula allocation schedule for the purpose of distributing these funds to counties. The allocation is based on each county's percentage of the total statewide number of young adults 18 through 20 years of age in foster care and homeless unaccompanied young adults (ages 18 through 24).

Applicant County	**Mariposa County**										
Legal name of Applicant as stated on resolution:	**County of Mariposa**										
Address	PO Box 99 - 5362 Lemee Lane				City	Mariposa	State	CA	Zip	95338	
Auth Rep Name	Kristina Keheley	Title	HHSA Director	Auth Rep Email	kkeheley@mariposacounty.org				Phone	209-966-2000	
Contact Name	Kaitlin Pasma	Title	Social Worker Supervisor II	Email	kpasma@mariposacounty.org				Phone	209-966-2000	
Address	PO Box 99 - 5362 Lemee Lane				City	Mariposa	State	CA	Zip	95338	
Federal Tax ID Number (FEIN)	94-6000880										
Administrative Fiscal Representative											
Legal Name	County of Mariposa			Contact Name	Lori Norman		Contact Email	lnorman@mariposacounty.org			
Phone	209-966-2000	Address	PO Box 99 - 5362 Lemee Lane		City	Mariposa	State	CA	Zip	95338	
File Name:	**App Resolution**	Reference sample resolution document						Attached to email?		No	
File Name:	**App GovTIN Form**	Reference Taxpayer Identification Number (TIN) document						Attached to email?		Yes	

Use of Funds

Funds shall be used to help young adults who are 18 to 24 years of age, inclusive, secure and maintain housing with priority given to young adults formerly in the state's foster care or probation systems. Use of funds may include, but are not limited to:
1) Identify and assist housing services for this population in your community;
2) Assist this population to secure and maintain housing (with priority given to those in the state's foster care or probation system);
3) Improve coordination of services and linkages to community resources within the child welfare system and the Homeless Continuum of Care; and
4) Provide engagement in outreach and targeting to serve those with the most severe needs.

Expenditure of Funds

Any grant funds remaining unexpended as of two years from the "Effective Date" of the fully executed Standard Agreement as stated in the STD 213, paragraph 2, must be returned to the State. Checks shall be payable to the Department of Housing and Community Development and mailed to 651 Bannon Street, 8th floor, Sacramento CA 95811 and must reference the Contract Number.

Allocation Acceptance Requirements

In order to accept and receive an allocation, applicants must submit the following: 1. Signed Allocation Acceptance form, 2. GovTIN Form, and 3. Signed Resolution. If Signed Resolution is not available by submittal date please include the scheduled date of Board of Supervisors meeting and anticipated date the Signed Resolution will be submitted to the Department. *The Department will only accept applications electronically via email no later than 5:00 p.m. on:*

Friday, November 8, 2024

HCD will only accept applications electronically at the following email address:

TAY@hcd.ca.gov

Reporting Requirements

Applicant acknowledges and agrees to submit an bi-annual report to the Department for the two years following contract execution addressing the following: A. Number of program participants served who were homeless at time of program entry; B. Number of program participants served who were in the State's foster care system; C. Number of program participants served who were formerly in the State's foster care or probation systems; D. Number of program participants who exited homelessness into temporary housing; E. Number of program participants who exited homelessness into permanent housing; F. Itemization on use of program fund expenditures; G. Who were the housing navigators or other subcontractor(s)? H. Subpopulation data including: 1. Number of participants that are employed; 2. Number of participants identified as LGBTQ+; 3. Number of participants having a disability; 4. Number of participants with minor children in the household; and, 5. Average number of children per household.	Yes

Certification

On behalf of the entity identified in the signature block below, I certify that:
The information, statements and attachments included in this Allocation Acceptance form are, to the best of my knowledge and belief, true and correct.
I possess the legal authority to submit this Allocation Acceptance form on behalf of the entity identified above.
In addition, I acknowledge that all information in this application and attachments is public, and may be disclosed by the State.

Kristina Keheley	HHSA Director	Board of Supervisors Resloution Date 12/03/2024	
Printed Name	Title of Signatory	Signature	Date

Name:	County of Mariposa			Phone Number:	209-966-2000		
Address:	PO Box 99 - 5362 Lemee Lane	City:	Mariposa	State:	CA	Zip:	95338

Housing Navigation and Maintenance Program (HNMP) Allocation Acceptance Round 3

Rev. 10/09/24

County Allocation (select Applicant County in row 7 below): **$9,467**

Pursuant to item 2240-103-0001 of Section 2.00 of the Budget Act of 2024 (Chapter 22 of the Statutes of 2024) and Chapter 11.8 (commencing with Section 50811) of Part 2 of Division 31 of the Health and Safety Code (HSC), the Department of Housing and Community Development (HCD) shall allocate funding to counties for the support of housing navigators to help young adults 18 years and up to 24 years of age, inclusive, secure and maintain housing, with priority given to young adults currently or formerly in the foster care system.

Housing First

The Contractor shall certify to employ the core components of Housing First, pursuant to Welfare and Institutions Code Section 8255.

Allocation Applicant

Allocation Applicant is a County	Yes

Pursuant to Section 50811 of the HSC, HCD consulted with the Department of Social Services, the Department of Finance, and the County Welfare Directors Association to establish the formula allocation for the purpose of distributing these funds to counties. The formula allocation is based on each county's percentage of the total statewide number of young adults 17 through 21 years of age in the foster care and probation system. The allocation excludes Alpine and Mono counties because their calculation did not demonstrate need. The housing navigation and maintenance program for a county that accepts an allocation of money pursuant to this section shall provide training to its child welfare agency social workers and probation officers who serve nonminor dependents. The training shall address an overview of the housing resources available through the local coordinated entry system, homeless continuum of care, and county public agencies, including, but not limited to, housing navigation, permanent affordable housing, THP-Plus, and housing choice vouchers. The training shall also address how to access and receive a referral to existing housing resources, the social worker's and probation officer's role in identifying unstable housing situations for youth, and referring youth to housing assistance programs.

Applicant County	**Mariposa County**										
Legal name of Applicant as stated on resolution:	**County of Mariposa**										
Address	PO Box 99 - 5362 Lemee Lane			City	Mariposa		State	CA	Zip	95338	
Auth Rep Name	Kristina Keheley	Title	HHSA Director	Auth Rep Email	kkeheley@mariposacounty.org				Phone	209-966-2000	
Contact Name	Kaitlin Pasma	Title	Social Worker Supervisor II	Email	kpasma@mariposacounty.org				Phone	209-966-2000	
Address	PO Box 99 - 5362 Lemee Lane			City	Mariposa		State	CA	Zip	95338	
Federal Tax ID Number (FEIN)	94-6000880										
Administrative Fiscal Representative											
Legal Name	County of Mariposa			Contact Name	Lori Norman		Contact Email	lnorman@mariposacounty.org			
Phone	209-966-2000	Address	PO Box 99 - 5362 Lemee Lane	City	Mariposa		State	CA	Zip	95338	
File Name:	**App Resolution**	Reference sample resolution document						Attached to email?		No	
File Name:	**App TIN**	Reference Taxpayer Identification Number (TIN) document						Attached to email?		Yes	

Use of Funds

The HNMP program funds housing navigators for counties. The role of a housing navigator is to act as a housing specialist to assist young adults with their pursuits of locating available housing and overcoming barriers to locating housing. Housing navigation and maintenance activities may include, but are not limited to:

1) Assist young adults aged 18-24 years of age, inclusive, secure and maintain housing (with priority access given to young adults in the state's foster care system);
2) Provide housing case management which include essential services in emergency supports to foster youth;
3) Prevent young adults from becoming homeless; and
4) Improve coordination of serves and linkages to key resources across the community including those from within the child welfare system and the local Continuum of Care.

Expenditure of Funds

Any grant funds remaining unexpended as of two years from the "Effective Date" of the fully executed Standard Agreement as stated in the STD 213, paragraph 2, must be returned to the State. Checks shall be payable to the Department of Housing and Community Development and mailed to 651 Bannon Street, 8th Floor, Sacramento CA 95811 and must reference the Contract Number.

Allocation Acceptance Requirements

In order to accept and receive an allocation, applicants must submit the following: 1. Signed Allocation Acceptance form, 2. GovTIN Form, and 3. Signed Resolution. If Signed Resolution is not available by submittal date please include the scheduled date of Board of Supervisors meeting and anticipated date the Signed Resolution will be submitted to the Department. *The Department will only accept applications electronically via email no later than 5:00 p.m. on:*

Friday, November 8, 2024

HCD will only accept applications electronically at the following email address:

TAY@hcd.ca.gov

Reporting Requirements

Applicant acknowledges and agrees to submit an bi-annual report to the Department for the two years following contract execution addressing the following: A.Number of program participants served with program funds; B.Itemization of use of program funds; C.Details on housing navigators and other subcontractors; D.Number of program participants served who were in the State's foster care system; E.Number of program participants who were homeless at time of program entry; F.Number of program participants who exited homelessness into temporary housing; G.Number of program participants who exited homelessness into permanent housing; and, H.Subpopulation data including: 1.Number of participants that are employed; 2.Number of participants identified as LGBTQ+; 3.Number of participants with a disability; 4.Number of participants with minor children in the household; and, 5.Average number of children per household.	Yes

Certification

On behalf of the entity identified in the signature block below, I certify that:
The information, statements and attachments included in this Allocation Acceptance form are, to the best of my knowledge and belief, true and correct.
I possess the legal authority to submit this Allocation Acceptance form on behalf of the entity identified above.
In addition, I acknowledge that all information in this application and attachments is public, and may be disclosed by the State.

Kristina Keheley	HHSA Director	Board of Supervisors Resloution Date 12/03/2024	
Printed Name	Title of Signatory	Signature	Date

Name:	County of Mariposa			Phone Number:	209-966-2000		
Address:	PO Box 99 - 5362 Lemee Lane		City:	Mariposa	State:	CA	Zip: 95338

MARIPOSA COUNTY BOARD OF SUPERVISORS

RESOLUTION NO.

THIS RESOLUTION AUTHORIZES AN APPLICATION FOR, AND ACCEPTANCE OF, THE COUNTY ALLOCATION AWARD UNDER ROUND 6 OF THE TRANSITIONAL HOUSING PROGRAM AND ROUND 3 OF THE HOUSING NAVIGATION AND MAINTENACE PROGRAM

WHEREAS, the State of California, Department of Housing and Community Development ("Department") issued an Allocation Acceptance Form (the "THP Allocation Acceptance Form"), dated October 9, 2024 under Round 6 of the Transitional Housing Program ("THP"), authorized by item 2240-102-0001 of section 2.00 of the Budget Act of 2024 (Chapter 22 of the Statutes of 2024) and Chapter 11.7 (commencing with Section 50807) of part 2 of Division 31 of the Health and Safety Code .

WHEREAS, the Department issued an Allocation Acceptance Form (the "HNMP Allocation Acceptance Form"), dated October 9, 2024 under Round 3 of the Housing Navigation and Maintenance Program ("HNMP") authorized by Item 2240-103-0001 of Section 2.00 of the Budget Act of 2024 (Chapter 22 of the Statutes of 2024) and Chapter 11.8 (commencing with Section 50811) of Part 2 of Division 31 of the Health and Safety Code .

The THP Allocation Acceptance Form and the HNMP Allocation Acceptance Form are collectively referred to as the "Allocation Acceptance Forms".

WHEREAS, the Allocation Acceptance Forms relate to the availability of the funds under the THP and HNMP Programs; and

WHEREAS, the County of Mariposa ("County") may be listed as an eligible applicant in the THP Allocation Acceptance Form, dated October 9, 2024, the County may also be listed as an eligible applicant in the HNMP Allocation Acceptance Form dated October 9, 2024.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the County of Mariposa does determine and declare as follows:

SECTION 1. That County is hereby authorized and directed to apply for and accept County's allocation award, as detailed in the THP Allocation Acceptance Form, in the amount of $13,325 detailed and authorized in the THP Allocation Acceptance Form at the time this resolution is executed and authorized.

SECTION 2. That County hereby affirms that if THP funds remain available for allocation after the deadline for submitting a signed Allocation Acceptance Form, and if the County is eligible for an additional allocation from the remaining funds for the THP program, the County is hereby authorized and directed to accept this additional allocation of funds ("Additional THP Allocation") up to the amount authorized by Department but not to exceed $27,000.

SECTION 3. That County is hereby authorized and directed to apply for and accept County's allocation award in the amount of $9,467 as detailed in the HNMP Allocation Acceptance Form at the time this resolution is executed and authorized.

SECTION 4. That County hereby affirms that if HNMP funds remain available for allocation after the deadline for submitting a signed Allocation Acceptance Form, and if the County is eligible for an additional allocation from the remaining funds for the HNMP program, the County is hereby authorized and directed to accept this additional allocation of funds ("Additional HNMP Allocation") up to the amount authorized by Department but not to exceed $19,000.

SECTION 5. That Director of Health and Human Services, or his or her designee, is hereby authorized and directed to act on behalf of County in connection with the THP Allocation Award and any Additional THP Allocation, and to enter into, execute, and deliver any and all documents required or deemed necessary or appropriate to participate in the THP Program, including but not limited to a Standard Agreement, be awarded the THP Allocation Award, and any additional THP Allocation, and any amendments to such documents (collectively, the "THP Allocation Award Documents").

SECTION 6. That Director of Health and Human Services, or his or her designee, is hereby authorized and directed to act on behalf of County in connection with the HNMP Allocation Award and any Additional HNMP Allocation, and to enter into, execute, and deliver any and all documents required or deemed necessary or appropriate to participate in the HNMP Program, including but not limited to a Standard Agreement, be awarded the HNMP Allocation Award, and any additional HNMP Allocation, and any amendments to such documents (collectively, the "HNMP Allocation Award Documents").

SECTION 7. That County shall be subject to the terms and conditions that are specified in the THP and HNMP Allocation Award Documents, and that County will use the THP and HNMP Allocation Award funds, and any additional THP and HNMP Allocation funds, in accordance with the Allocation Acceptance Form, the THP and HNMP Allocation Award Documents, and

any subsequent amendments or amendment thereto, as well as any and all other THP and HNMP requirements, or other applicable laws.

SECTION 8. That County affirms it has the discretion to accept any or all of the THP and HNMP program funds as detailed herein.

PASSED AND ADOPTED this _____ day of _____ , 20____ , by the following vote:

AYES _____

NOES _____

ABSTENTIONS _____

ABSENT _____

By: _____
Miles Menetrey, Chair
Mariposa County Board of Supervisors

STATE OF CALIFORNIA

County of Mariposa

I, Danielle Bonshu, County Clerk of the County of Mariposa, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by the County Board of Supervisors on this _____ day of _____ , 20____.

Danielle Bonshu
Clerk of the County of Mariposa, State of California

By: _____
Danielle Bonshu
Clerk of the Board

Clerk of t

RESOLUTION CHECKLIST	
Minimum Requirements	
☐	County name
☐	**Title of Signatory(ies**) **Note:** title of authorized signatory(ies) is preferred for THP/HNMP resolutions. Names may be included, but the Department will then only accept signatures on behalf of the County from the named person. Current supporting documentation evidencing the individual who currently holds the position **must** be provided.
☐	Reference to Allocation Acceptance Form date
☐	Standard Agreement or Grant Agreement language (authorizes signatory(ies) to sign Grant Contract/Standard Agreement)
☐	Amendment provision included
☐	**Must** include a dollar amount that is equal to or greater than the award amount.
☐	Meeting Date, All Votes (Ayes, No's, Absent, Vacant), and signature(s) included
☐	**Must** include an attestation clause. Person attesting validity of resolution (must be someone other than the person authorized to sign agreements). In other words, the individual signing the Standard Agreement cannot be the individual to sign the Resolution for the Board of Directors.
☐	Resolution number(s) **OR Project** Site Name (Required to differentiate multiple contracts issued to same contractor)
Authorized Signatory(ies) – *And vs. Or*	
And – *Director* **and** *Deputy Director* Both individuals named must sign the Standard Agreement. **Example:** "The Board hereby authorizes Director **and** Deputy Director to execute the Standard Agreement in an amount not to exceed…"	
Or – *Director* **or** *Deputy Director* Either individual may sign--only one signature is required. **Example:** "The Board hereby authorizes the Director **or** Deputy Director to execute the Standard Agreement in an amount not to exceed…"	
And/or – *Manager* **and/or** *Director* Effective December 9, 2014, HCD's Legal Assistance Division (LAD) declared this language legally insufficient. Resolutions with this language will not be accepted. **Example:** "The Board hereby authorizes the Director **and/or** Deputy Director to execute the Standard Agreement in an amount not to exceed…"	

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-515

MEETING: December 3, 2024

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve a Memorandum of Understanding (MOU) with Mariposa County Health and Human Services Agency (HHSA), Mariposa County Sheriff's Office (MCSO), Mariposa County Probation, and Alliance for Community Transformations (Heritage House) to Support the Jail Based Services; and Authorize the Board of Supervisors Chair to Sign the MOU

RECOMMENDATION AND JUSTIFICATION

Approve a Memorandum of Understanding (MOU) with Mariposa County Health and Human Services Agency (HHSA), Mariposa County Sheriff's Office (MCSO), Mariposa County Probation, and Alliance for Community Transformations (Heritage House) to Support the Jail Based Services; and Authorize the Board of Supervisors Chair to Sign the MOU.

This MOU will allow for the sharing of limited client information for the purposes of inmate release and reentry program coordination, ensuring continuity of care for individuals transitioning from custody back into the community. The shared information will be restricted to what is necessary, such as name, date of birth, and follow-up treatment to facilitate effective reentry and to connect clients with appropriate resources to ensure continuity of care.
This agreement has a term of July 1, 2024, through June 30, 2025.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors does not have a prior history with the listed MOU partners for this specific purpose.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the MOU is not approved, HHSA, MCSO, Mariposa County Probation, and Heritage House will need to seek an alternate solution to establish parameters for sharing information related to the Jail Based Services program.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **JBS MOU Roles & Responsibilitiesv3**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

MOU between Mariposa County Health and Human Services Agency, Mariposa County Sherriff's Office, Mariposa County Probation and Alliance for Community Transformations (Heritage House)

This Memorandum of Understanding (MOU) is hereby made and entered into by and between the Mariposa County Health and Human Services Agency, hereinafter referred to as HHSA, Mariposa County Sheriff's Office, hereinafter referred to as MCSO, Mariposa County Probation Office, hereinafter referred to as Probation and Alliance for Community Transformations, hereinafter referred to as Heritage House.

Purpose:
The purpose of this MOU is to continue to develop a framework of cooperation between HHSA, MCSO, Probation, and Heritage House to support the Jail Based Services (JBS) program.

This MOU will allow for the sharing of limited client information for the purposes of inmate release and reentry program coordination, ensuring continuity of care for individuals transitioning from custody back into the community. The shared information will be restricted to what is necessary, such as name, date of birth, and follow-up treatment to facilitate effective reentry and to connect clients with appropriate resources to ensure continuity of care.
This agreement has a term of July 1, 2024, through June 30, 2025.

Substance Use Disorder (SUD) Information: Sharing of SUD-related information will require the appropriate SUD Release of Information (ROI) forms to be signed by the client, in compliance with applicable federal and state laws, including 42 CFR Part 2.

HIV Information: No HIV-related information will be shared under this MOU, in accordance with federal and state confidentiality laws.

Statement of Mutual Benefit and Interests:
This MOU benefits involved parties and serves the public through this cooperative effort to provide health services to incarcerated persons at the Mariposa County Adult Detention Facility. Services include Medi-Cal eligibility screening/application, medical services, behavioral health services, medication assisted treatment (MAT) screening, medication management, pre-release coordination of care and post release linkage to services.

Compensation:
There will be no exchange of funds based on this MOU.

Responsibilities:
All parties will designate at a minimum one (1) participant to attend monthly Jail Based Services (JBS) coordination meetings and adhere to the following:

1. HHSA will:
    A. Medical
        i. Intake

1. Complete incarcerated persons initial intake within 3 days of booking to evaluate their health and medication needs.
2. Screen incarcerated persons for 90-day pre-release service, Medi-Cal eligibility and other services.
3. Continue current prescribed medications, as medically necessary.
4. Will refer any incarcerated person that has been determined to need behavioral health services to a jail based mental health clinician for an assessment.

ii. Treatment

1. Medical staff will address sick call tickets within 7 days of being received.
2. Complete appropriate health screenings, drug and alcohol screenings, such as Clinical Opioid Withdrawal Scale (COWS), Clinical Institute Withdrawal Assessment Alcohol Scale Revised (CIWA-Ar), Drug Abuse Screening Test (DAST-10), which are used in assessing for Medication Assisted Treatment (MAT) services.
3. Upon competition of the MAT services screening evaluation, documentation will be uploaded into the incarcerated persons' electronic health record (EHR).
4. Medical staff will administer necessary medications based on the completed MAT services screening.
5. Coordination between the medical team and custody staff.

iii. Discharge

1. Coordinate with the Heritage House healthcare navigator to facilitate referrals for post release follow up care.
2. Follow up prescriptions will be called into the incarcerated persons pharmacy of choice for a 30-day supply of medication and/or any required durable medical equipment.
3. Initiate referrals to substance use disorder (SUD) through the EHR for continuity of care for MAT services prior to release date or upon release.
4. Care coordination referral will be sent to Managed Care Plans (MCP) for the delivery of Enhanced Care Management (ECM) and Community Support (CS) services, upon release with the incarcerated persons permission.
5. If the incarcerated person consented to share their information on the ECM form completed at release, JBS staff will provide this information to HHSA Eligibility for enrollment confirmation.
6. Once enrollment is confirmed, JBS staff will forward the information to the ECM providers.

B. Behavioral Health

i. Intake

1. The JBS clinician will complete a Release of Information (ROI), along with a full assessment, once a referral has been made and/or the incarcerated person has submitted a ticket requesting JBS Behavioral Health (BH) and/or substance use disorder (SUD) services.

ii. Treatment
    1. The JBS clinician will offer individual and group services, as needed and appropriate.
    2. The JBS clinician will document all encounters and treatment plans within the incarcerated persons EHR.
    3. The JBS clinician will provide a referral to psychiatric services as clinically indicated.

iii. Discharge
    1. Referrals will be made to outpatient behavioral health for all incarcerated persons receiving ongoing behavioral health services prior to release in order to initiate coordination of care.
        a. JBS staff will send referrals for outpatient behavioral health follow up services. JBS clinician will complete an in-person or virtual consultation/warm hand off to the assessing outpatient behavioral health clinician.
    2. Incarcerated persons in need of SUD services will be referred to outpatient SUD services prior to release to initiate coordination of care.
    3. Referrals will be made for outpatient behavioral health services for all incarcerated persons receiving ongoing psychiatric services prior to release to initiate coordination of care.

C. Eligibility

i. Intake
    1. Eligibility will coordinate with Probation via shared weekly log of bookings and potential release dates.
    2. Eligibility will provide medical number if it is not acquired upon booking and input on the weekly log.

ii. Treatment
    1. Eligibility will suspend incarcerated persons Medi-Cal benefits twenty-eight (28) days after the person has been booked into the facility, or if known release date is more than thirty (30) days out.
    2. Upon notification of release date, incarcerated persons Medi-Cal will be updated to reflect the billable ninety (90) day pre-release aid code.

iii. Discharge
    1. Eligibility will have one (1) business day to unsuspend Medi-Cal benefits and update aid codes upon the incarcerated persons' release from the facility.
    2. Managed Care Plans will be assigned between thirty (30)-forty-five (45) days following the month of Medi-Cal approval.
    3. Eligibility will confirm enrollment in Mariposa County Medi-Cal on spreadsheet every Friday.

2. MCSO will:

A. Intake

i. During the booking process custody staff completes their approved Medi-Cal Intake Screening Form, to determine if the incarcerated person is currently receiving or would like to receive Medi-Cal benefits.
ii. All completed forms are submitted to a Sergeant's inbox. The information is tracked and shared with HHSA Eligibility for quarterly reporting to Department of Health Care Service (DHCS).

B. Discharge
i. Inform HHSA JBS and Eligibility staff of any discharge plans of incarcerated persons, so that discharge planning can be coordinated with external partners.
1. Exceptions to this would be same day intake and release, as incarcerated persons would not have received any services.
ii. At the time of release, custody staff will complete an HHSA ECM form, which serves as permission to share information with the ECM program. The form will then be held at the Mariposa County Adult Detention Facility (MCADF) for HHSA JBS staff to collect for tracking purposes and sharing information with the MCP.

3. Probation will:
A. Intake
i. Probation will coordinate with HHSA Eligibility sharing a weekly log of bookings and potential release dates.
ii. Probation will coordinate with Heritage House to assist incarcerated persons with initial Medi-Cal eligibility applications.

B. Treatment
i. When a release date is known, HHSA Eligibility will be notified to update Medi-Cal to reflect the billable aid code for ninety (90) day pre-release services.

C. Discharge
i. Probation will notify HHSA Eligibility as soon as possible in the event of an unplanned release, to allow eligibility to update the Medi-Cal status and aid code.
ii. Probation will provide follow-up for individuals who are on probation or supervised OR.

4. Heritage House will:
A. Intake
i. Heritage House will coordinate with Probation to assist the incarcerated person in submitting the initial Medi-Cal application.
ii. Ensure all ROI's (Including Multiagency ROIs/SUD ROIs) are completed for coordination of care for re-entry discharge planning.

B. Treatment
i. Heritage House will provide outreach within the adult detention facility at minimum of two (2) days per week to facilitate referrals for healthcare, housing, substance use disorder (SUD) services and peer support.

ii. Heritage House will work with local ECM/CS providers, to avoid duplication of efforts.
iii. Heritage House will share incarcerated persons care/action plan created with HHSA to inform team of the referrals and services provided.

It is mutually understood and agreed by and between the parties that:

1. Modification:
   A. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.

2. Termination:
   A. Any of the parties, in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration.

3. Principal contacts: The principal contacts for this MOU are:

   Mariposa County Health and Human Services Agency
   Kristina Keheley, Director
   209-966-2000
   PO Box 99
   Mariposa CA 95338

   Mariposa County Probation Department
   Ryan Oliphant, Chief Probation Officer
   209-966-3612
   PO Box 76
   Mariposa, CA 95338

   Alliance for Community Transformation (Heritage House)
   Summerlynn Marquez, Program Director
   209-966-7770
   P.O. Box 32
   Mariposa, CA 95338

   Mariposa County Sheriffs Office
   Jeremy Briese, Sheriff
   PO Box 727
   Mariposa, CA 95338

Commencement/Expiration Date:
This instrument shall become effective as of July 1, 2024, and is effective through June 30, 2025, at which time it will expire unless extended.

_____	_____
Kristina Keheley, Director Health and Human Services Agency	Date
_____	_____
Ryan Oliphant, Chief Probation Officer Mariposa County Probation Department	Date
_____	_____
Summerlyn Marquez, Program Director Heritage House	Date
_____	_____
Jeremy Briese, Sheriff Mariposa County Sheriff Office	Date
_____	_____
Miles Menetrey, Chair Mariposa County Board of Supervisors	Date

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-516

MEETING: December 3, 2024

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve the Grant Agreement 25B-3021 with the Department of Community Services and Development (CSD) in the Amount of $507,927 to Provide Energy Assistance Payments through the Low Income Home Energy Assistance Program (LiHEAP); Authorize the Board of Supervisors Chair to Sign the Grant Agreement and All Subsequent Amendments (Subject to Approval as to Legal Form by County Counsel); and Authorize the Health and Human Services Agency Director to Sign Certifications (Subject to Approval as to Legal Form by County Counsel)

RECOMMENDATION AND JUSTIFICATION

Approve the Grant Agreement 25B-3021 with the Department of Community Services and Development (CSD) in the Amount of $507,927 to Provide Energy Assistance Payments through the Low Income Home Energy Assistance Program (LiHEAP); Authorize the Board of Supervisors Chair to Sign the Grant Agreement and All Subsequent Amendments (Subject to Approval as to Legal Form by County Counsel); and Authorize the Health and Human Services Agency Director to Sign Certifications (Subject to Approval as to Legal Form by County Counsel).

The purpose of LIHEAP, under the auspices of the CSD, is to provide energy assistance to low-income county residents. LIHEAP funds have been allocated to Mariposa County for several years and operate on a program-term basis. Agreement 25B-3021 has a term of November 1, 2024 through June 30, 2026.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board approved agreement 24B-2021 through Resolution #2023-621

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this agreement is not approved, Mariposa will lose the grant funds and the opportunity to provide energy-assisted payments to Mariposa County households and persons under this grant agreement.

FINANCIAL IMPACT

None

ATTACHMENTS

1. LiHEAP 2025 (25B-3021)

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT STD. 213 (Rev 03/2019) CSD (Rev 07/2019)	AGREEMENT NUMBER **25B-3021**	PURCHASING AUTHORITY NUMBER (if applicable)

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

CONTRACTING AGENCY NAME
Department of Community Services and Development

CONTRACTOR NAME
County of Mariposa

2. The term of this Agreement is: November 1, 2024 through June 30, 2026

3. The maximum amount of this Agreement is: Total $507,927.00

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

Preamble
- Article 1 - Scope of Work
- Article 2 - Contract, Administration and Procedure
- Article 3 - Contract Changes
- Article 4 - Administrative Policies and Procedures
- Article 5 - Administrative and Program Expenditures Requirements
- Article 6 - Reporting Policies and Procedures
- Article 7 - Program Policies and Procedures
- Article 8 - Program Implementation
- Article 9 - Training, Licensing and Certifications
- Article 10 - Compliance Policies and Procedures
- Article 11 - Federal and State Policy Provisions
- Article 12 - General Terms and Conditions GTC 04/2017
- Article 13 - Definitions
- Article 14 - Table of Forms and Documents Incorporated by Reference

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

CONTRACTOR				**California Department of General Services Approval (or exemption, if applicable)**
CONTRACTOR NAME *(If other than an individual, state whether a corporation, partnership, etc.)* **County of Mariposa**				
CONTRACTOR BUSINESS ADDRESS, CITY, STATE ZIP P.O. Box 99, Mariposa, CA 95338				
PRINTED NAME OF PERSON SIGNING Miles Menetrey		TITLE Mariposa County Board Supervisors Chair		
CONTRACTOR AUTHORIZED SIGNATURE		DATE SIGNED		**I hereby certify that all conditions for exemption have been complied with, and the document is exempt from the Department of General Services approval.**
STATE OF CALIFORNIA				
CONTRACTING AGENCY NAME **Department of Community Services and Development**				
CONTRACTING AGENCY ADDRESS **2389 Gateway Oaks Drive, Suite 100**	CITY **Sacramento**	STATE **CA**	ZIP **95833**	
PRINTED NAME OF PERSON SIGNING **Chris Vail**	TITLE **Chief Financial Officer**			
CONTRACTING AGENCY AUTHORIZED SIGNATURE		DATE SIGNED		

ALLOCATION SPREADSHEET

State of California
Department of Community Services and Development
Total 2025 LIHEAP Contract
Facesheet

	County/Service Territory	Contract Number	Direct Services: Weatherization: Initial WX Program	Direct Services: Weatherization: Delayed WX Program	Direct Services: Weatherization: WX Program Subtotal	Direct Services: Administration/Assurance 16/ECIP/HEAP: Allowable Admin	Direct Services: Administration/Assurance 16/ECIP/HEAP: Allowable A16	Direct Services: Administration/Assurance 16/ECIP/HEAP: ECIP/HEAP Program	Direct Services: Administration/Assurance 16/ECIP/HEAP: Admin/A16/ ECIP/HEAP Subtotal	Utility Assistance: ECIP FT/HEAP G&E Program Subtotal	Total Contract Allocation
1	Alameda County - Spectrum Community Services, Inc.	25B-3001	731,773	487,849	1,219,622	243,924	243,924	1,287,921	1,775,769	1,639,173	4,634,564
2	Amador/Tuolumne Service Territory - Amador-Tuolumne CAA										
	Amador County		46,257	30,838	77,095	15,419	15,419	70,310	101,148	114,717	292,960
	Calaveras County		76,841	51,227	128,068	25,614	25,614	144,460	195,688	162,902	486,658
	Tuolumne County		130,470	86,980	217,450	43,490	43,490	229,629	316,609	292,254	826,313
	Service Territory Total	25B-3002	253,568	169,045	422,613	84,523	84,523	444,399	613,445	569,873	1,605,931
3	Butte County - CAA of Butte County, Inc.	25B-3003	408,965	272,644	681,609	136,322	136,322	1,063,310	1,335,954	572,551	2,590,114
4	Colusa Service Territory - Glenn County Community Action Department										
	Colusa County		30,612	20,408	51,020	10,204	10,204	39,182	59,590	83,263	193,873
	Glenn County		44,853	29,902	74,755	14,951	14,951	62,794	92,696	116,617	284,068
	Trinity County		35,394	23,596	58,990	11,798	11,798	113,262	136,858	28,315	224,163
	Service Territory Total	25B-3004	110,859	73,906	184,765	36,953	36,953	215,238	289,144	228,195	702,104
5	Contra Costa Co. - Contra Costa Employment & Human Services Dept/CSB	25B-3005	654,085	436,057	1,090,142	218,028	218,028	523,268	959,324	2,093,072	4,142,538
6	Del Norte County - Del Norte Senior Center, Inc.	25B-3006	113,871	75,914	189,785	37,957	37,957	255,072	330,986	200,414	721,185
7	El Dorado Service Territory - El Dorado Co. Health & Human Services Agency										
	Alpine County		5,589	3,726	9,315	1,863	1,863	13,191	16,917	9,167	35,399
	El Dorado County		341,438	227,625	569,063	113,813	113,813	805,794	1,033,420	559,959	2,162,442
	Service Territory Total	25B-3007	347,027	231,351	578,378	115,676	115,676	818,985	1,050,337	569,126	2,197,841
8	Fresno County - Fresno County Economic Opportunities Commission	25B-3008	1,553,958	1,035,972	2,589,930	517,986	517,986	932,376	1,968,348	5,283,457	9,841,735
9	Humboldt Service Territory - Redwood CAA										
	Humboldt County		305,564	203,709	509,273	101,855	101,855	513,346	717,056	708,907	1,935,236
	Modoc Co. (WEATHERIZATION/ASSURANCE 16)		71,053	47,368	118,421	7,237	11,842	0	19,079	0	137,500
	Service Territory Total	25B-3009	376,617	251,077	627,694	109,092	113,697	513,346	736,135	708,907	2,072,736
10	Imperial Service Territory - Campesinos Unidos, Inc.										
	Imperial County		161,082	107,388	268,470	53,694	53,694	167,526	274,914	476,803	1,020,187
	San Diego County - Area A		863,602	575,735	1,439,337	287,867	287,867	725,426	1,301,160	2,728,983	5,469,480
	Service Territory Total	25B-3010	1,024,684	683,123	1,707,807	341,561	341,561	892,952	1,576,074	3,205,786	6,489,667
11	Inyo Service Territory - Inyo Mono Advocates for Community Action, Inc.										
	Inyo County		37,109	24,740	61,849	12,370	12,370	108,359	133,099	40,078	235,026
	Mono County		50,277	33,518	83,795	16,759	16,759	176,976	210,494	24,133	318,422
	Service Territory Total	25B-3011	87,386	58,258	145,644	29,129	29,129	285,335	343,593	64,211	553,448
12	Kern County - Community Action Partnership of Kern	25B-3012	1,371,569	914,380	2,285,949	457,190	457,190	1,261,844	2,176,224	4,224,433	8,686,606
13	Kings County - Kings Community Action Organization, Inc.	25B-3013	197,934	131,956	329,890	65,978	65,978	285,025	416,981	506,710	1,253,581
14	Lake Service Territory - North Coast Energy Services, Inc.										
	Lake County		185,366	123,578	308,944	61,789	61,789	363,318	486,896	378,147	1,173,987
	Mendocino County		211,380	140,920	352,300	70,460	70,460	304,387	445,307	541,132	1,338,739
	Napa County		90,864	60,576	151,440	30,288	30,288	134,479	195,055	228,978	575,473
	Solano County		243,975	162,650	406,625	81,325	81,325	146,385	309,035	829,513	1,545,173
	Sonoma County		360,607	240,405	601,012	120,202	120,202	562,547	802,951	879,882	2,283,845
	Yolo County		189,103	126,069	315,172	63,034	63,034	242,052	368,120	514,359	1,197,651
	Service Territory Total	25B-3014	1,281,295	854,198	2,135,493	427,098	427,098	1,753,168	2,607,364	3,372,011	8,114,868
15	Lassen County - Lassen Economic Development Corporation	25B-3015	108,770	72,513	181,283	36,257	36,257	356,764	429,278	78,314	688,875
	Los Angeles County										
16	Area A - Maravilla Foundation	25B-3016	2,341,361	1,560,905	3,902,266	780,452	780,452	3,465,217	5,026,121	5,900,234	14,828,621
17	Area B - Pacific Asian Consortium in Employment	25B-3017	1,624,743	1,083,162	2,707,905	541,581	541,581	1,299,795	2,382,957	5,199,180	10,290,042
18	Area C - Long Beach Community Action Partnership	25B-3018	1,461,484	974,322	2,435,806	487,161	487,161	935,350	1,909,672	4,910,585	9,256,063
19	Madera County - Community Action Partnership of Madera County, Inc.	25B-3019	229,781	153,188	382,969	76,594	76,594	193,016	346,204	726,109	1,455,282
20	Marin County - Community Action Marin (NON WEATHERIZATION/ASSURANCE 16)	25B-3020	0	0	0	31,357	31,357	127,939	190,653	405,140	595,793
21	Mariposa County - County of Mariposa Health & Human Services Agency	25B-3021	80,199	53,466	133,665	26,733	26,733	192,478	245,944	128,318	507,927

ALLOCATION SPREADSHEET

State of California
Department of Community Services and Development
Total 2025 LIHEAP Contract
Facesheet

	County/Service Territory	Contract Number	Direct Services: Weatherization: Initial WX Program	Direct Services: Weatherization: Delayed WX Program	Direct Services: Weatherization: WX Program Subtotal	Direct Services: Administration/Assurance 16/ECIP/HEAP: Allowable Admin	Direct Services: Administration/Assurance 16/ECIP/HEAP: Allowable A16	Direct Services: Administration/Assurance 16/ECIP/HEAP: ECIP/HEAP Program	Direct Services: Administration/Assurance 16/ECIP/HEAP: Admin/A16/ ECIP/HEAP Subtotal	Utility Assistance: ECIP FT/HEAP G&E Program Subtotal	Total Contract Allocation
22	Merced County - Merced County CAA	25B-3022	392,036	261,357	653,393	130,679	130,679	329,310	590,668	1,238,834	2,482,895
23	Modoc - T.E.A.C.H. Inc. (NON WEATHERIZATION/ASSURANCE 16)	25B-3023	0	0	0	16,447	11,842	159,158	187,447	125,053	312,500
24	Orange County - Community Action Partnership of Orange County	25B-3024	1,006,018	670,679	1,676,697	335,339	335,339	1,448,666	2,119,344	2,575,405	6,371,446
25	Placer Service Territory - Project GO, Inc.										
	Nevada County		250,808	167,205	418,013	83,603	83,603	652,101	819,307	351,131	1,588,451
	Placer County		283,165	188,777	471,942	94,388	94,388	441,737	630,513	690,922	1,793,377
	Service Territory Total	25B-3025	533,973	355,982	889,955	177,991	177,991	1,093,838	1,449,820	1,042,053	3,381,828
26	Plumas Service Territory - Plumas Co. Community Development Commission										
	Plumas County		77,043	51,362	128,405	25,681	25,681	249,618	300,980	58,552	487,937
	Sierra County		12,182	8,122	20,304	4,061	4,061	38,009	46,131	10,720	77,155
	Service Territory Total	25B-3026	89,225	59,484	148,709	29,742	29,742	287,627	347,111	69,272	565,092
27	Riverside County - Community Action Partnership of Riverside County	25B-3027	1,638,733	1,092,489	2,731,222	546,244	546,244	1,442,085	2,534,573	5,112,847	10,378,642
28	Sacramento Service Territory - Community Resource Project, Inc.										
	Sacramento County		1,249,502	833,001	2,082,503	416,501	416,501	1,749,302	2,582,304	3,248,703	7,913,510
	Sutter County		114,465	76,310	190,775	38,155	38,155	160,252	236,562	297,610	724,947
	Yuba County		121,174	80,783	201,957	40,391	40,391	198,726	279,508	285,971	767,436
	Service Territory Total	25B-3028	1,485,141	990,094	2,475,235	495,047	495,047	2,108,280	3,098,374	3,832,284	9,405,893
29	San Benito Co. - HHSA, Comm. Svcs. & Wkfs. Dev. (NON WEATHERIZATION/A16)	25B-3029	0	0	0	19,505	19,505	56,368	95,378	275,210	370,588
30	San Bernardino County - Community Action Partnership of San Bernardino Co.	25B-3030	1,781,261	1,187,508	2,968,769	593,754	593,754	2,208,764	3,396,272	4,916,280	11,281,321
31	San Diego County - Area B - Metropolitan Area Advisory Committee	25B-3031	459,274	306,183	765,457	153,091	153,091	900,178	1,206,360	936,920	2,908,737
32	San Joaquin Co. - San Joaquin Co. Dept. of Aging & Community Services	25B-3032	760,729	507,153	1,267,882	253,576	253,576	456,437	963,589	2,586,478	4,817,949
33	San Luis Obispo Co. - Community Action Partnership of San Luis Obispo Co., Inc.	25B-3033	189,120	126,080	315,200	63,040	63,040	370,674	496,754	385,803	1,197,757
34	Santa Barbara Co. - Community Action Commission of Santa Barbara County	25B-3034	299,294	199,529	498,823	99,765	99,765	838,021	1,037,551	359,152	1,895,526
35	Santa Clara Co. - Sacred Heart Community Service (NON WEATHERIZATION/A16)	25B-3035	0	0	0	170,018	170,018	578,063	918,099	2,312,251	3,230,350
36	Santa Cruz Service Territory - Central Coast Energy Services, Inc.										
	Monterey County		373,691	249,127	622,818	124,564	124,564	313,900	563,028	1,180,864	2,366,710
	San Francisco County		367,752	245,168	612,920	122,584	122,584	235,362	480,530	1,235,649	2,329,099
	San Mateo County		310,076	206,717	516,793	103,359	103,359	235,658	442,376	1,004,646	1,963,815
	Santa Cruz County		222,027	148,018	370,045	74,009	74,009	186,502	334,520	701,605	1,406,170
	Marin County (WEATHERIZATION/ASSURANCE 16)		133,270	88,847	222,117	13,066	13,066	0	26,132	0	248,249
	San Benito County (WEATHERIZATION/ASSURANCE 16)		82,895	55,263	138,158	8,127	8,127	0	16,254	0	154,412
	Santa Clara County (WEATHERIZATION/ASSURANCE 16/EHCS)		737,325	491,550	1,228,875	75,757	75,757	58,986	210,500	0	1,439,375
	Service Territory Total	25B-3036	2,227,036	1,484,690	3,711,726	521,466	521,466	1,030,408	2,073,340	4,122,764	9,907,830
37	Shasta/Tehama Service Territory - Self-Help Home Improvement Project, Inc.										
	Shasta County		329,889	219,926	549,815	109,963	109,963	699,364	919,290	620,191	2,089,296
	Tehama County		146,185	97,457	243,642	48,728	48,728	309,914	407,370	274,829	925,841
	Service Territory Total	25B-3037	476,074	317,383	793,457	158,691	158,691	1,009,278	1,326,660	895,020	3,015,137
38	Siskiyou County - Great Northern Services	25B-3038	219,056	146,037	365,093	73,019	73,019	464,399	610,437	411,825	1,387,355
39	Stanislaus County - Central Valley Opportunity Center, Incorporated	25B-3039	656,489	437,659	1,094,148	218,830	218,830	472,672	910,332	2,153,282	4,157,762
40	Tulare County - Community Services & Employment Training, Inc.	25B-3040	860,647	573,765	1,434,412	286,882	286,882	1,032,776	1,606,540	2,409,812	5,450,764
41	Ventura County - Community Action of Ventura County, Inc.	25B-3041	369,593	246,395	615,988	123,198	123,198	428,728	675,124	1,049,644	2,340,756
42	Association of California Community and Energy Services (ACCES)	25B-3042	0	0	0	0	0	0	0	0	0
	TOTALS		27,803,628	18,535,753	46,339,381	9,267,876	9,267,876	33,818,528	52,354,280	77,395,988	176,089,649

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ALLOCATION SPREADSHEET

State of California
Department of Community Services and Development
Total 2025 LIHEAP Contract
Facesheet

	County/Service Territory	Initial WX Intake 8%	Initial WX Outreach 5%	Initial WX Training 5%	Approved Waiver: Total WX Intake 8%	Approved Waiver: Total WX Outreach 5%	Approved Waiver: Total WX Training 5%	ECIP/HEAP Intake 8%	ECIP/HEAP Outreach 5%	ECIP/HEAP Training 2%
1	Alameda County - Spectrum Community Services, Inc.	58,542	36,589	36,589	97,570	60,981	60,981	234,168	146,355	58,542
2	Amador/Tuolumne Service Territory - Amador-Tuolumne CAA									
	Amador County	3,701	2,313	2,313	6,168	3,855	3,855	14,802	9,251	3,701
	Calaveras County	6,147	3,842	3,842	10,245	6,403	6,403	24,589	15,368	6,147
	Tuolumne County	10,438	6,524	6,524	17,396	10,873	10,873	41,751	26,094	10,438
	Service Territory Total	20,286	12,679	12,679	33,809	21,131	21,131	81,142	50,713	20,286
3	Butte County - CAA of Butte County, Inc.	32,717	20,448	20,448	54,529	34,080	34,080	130,869	81,793	32,717
4	Colusa Service Territory - Glenn County Community Action Department									
	Colusa County	2,449	1,531	1,531	4,082	2,551	2,551	9,796	6,122	2,449
	Glenn County	3,588	2,243	2,243	5,980	3,738	3,738	14,353	8,971	3,588
	Trinity County	2,832	1,770	1,770	4,719	2,950	2,950	11,326	7,079	2,832
	Service Territory Total	8,869	5,544	5,544	14,781	9,239	9,239	35,475	22,172	8,869
5	Contra Costa Co. - Contra Costa Employment & Human Services Dept/CSB	52,327	32,704	32,704	87,211	54,507	54,507	209,307	130,817	52,327
6	Del Norte County - Del Norte Senior Center, Inc.	9,110	5,694	5,694	15,183	9,489	9,489	36,439	22,774	9,110
7	El Dorado Service Territory - El Dorado Co. Health & Human Services Agency									
	Alpine County	447	279	279	745	466	466	1,789	1,118	447
	El Dorado County	27,315	17,072	17,072	45,525	28,453	28,453	109,260	68,288	27,315
	Service Territory Total	27,762	17,351	17,351	46,270	28,919	28,919	111,049	69,406	27,762
8	Fresno County - Fresno County Economic Opportunities Commission	124,317	77,698	77,698	207,194	129,497	129,497	497,267	310,792	124,317
9	Humboldt Service Territory - Redwood CAA									
	Humboldt County	24,445	15,278	15,278	40,742	25,464	25,464	97,780	61,113	24,445
	Modoc Co. (WEATHERIZATION/ASSURANCE 16)	5,684	3,553	3,553	9,474	5,921	5,921	0	0	0
	Service Territory Total	30,129	18,831	18,831	50,216	31,385	31,385	97,780	61,113	24,445
10	Imperial Service Territory - Campesinos Unidos, Inc.									
	Imperial County	12,887	8,054	8,054	21,478	13,424	13,424	51,546	32,216	12,887
	San Diego County - Area A	69,088	43,180	43,180	115,147	71,967	71,967	276,353	172,720	69,088
	Service Territory Total	81,975	51,234	51,234	136,625	85,391	85,391	327,899	204,936	81,975
11	Inyo Service Territory - Inyo Mono Advocates for Community Action, Inc.									
	Inyo County	2,969	1,855	1,855	4,948	3,092	3,092	11,875	7,422	2,969
	Mono County	4,022	2,514	2,514	6,704	4,190	4,190	16,089	10,055	4,022
	Service Territory Total	6,991	4,369	4,369	11,652	7,282	7,282	27,964	17,477	6,991
12	Kern County - Community Action Partnership of Kern	109,726	68,578	68,578	182,876	114,297	114,297	438,902	274,314	109,726
13	Kings County - Kings Community Action Organization, Inc.	15,835	9,897	9,897	26,391	16,495	16,495	63,339	39,587	15,835
14	Lake Service Territory - North Coast Energy Services, Inc.									
	Lake County	14,829	9,268	9,268	24,716	15,447	15,447	59,317	37,073	14,829
	Mendocino County	16,910	10,569	10,569	28,184	17,615	17,615	67,642	42,276	16,910
	Napa County	7,269	4,543	4,543	12,115	7,572	7,572	29,077	18,173	7,269
	Solano County	19,518	12,199	12,199	32,530	20,331	20,331	78,072	48,795	19,518
	Sonoma County	28,849	18,030	18,030	48,081	30,051	30,051	115,394	72,121	28,849
	Yolo County	15,128	9,455	9,455	25,214	15,759	15,759	60,513	37,821	15,128
	Service Territory Total	102,503	64,064	64,064	170,840	106,775	106,775	410,015	256,259	102,503
15	Lassen County - Lassen Economic Development Corporation	8,702	5,439	5,439	14,503	9,064	9,064	34,806	21,754	8,702
	Los Angeles County									
16	Area A - Maravilla Foundation	187,309	117,068	117,068	312,181	195,113	195,113	749,236	468,273	187,309
17	Area B - Pacific Asian Consortium in Employment	129,979	81,237	81,237	216,632	135,395	135,395	519,918	324,949	129,980
18	Area C - Long Beach Community Action Partnership	116,919	73,074	73,074	194,864	121,790	121,790	467,675	292,297	116,919
19	Madera County - Community Action Partnership of Madera County, Inc.	18,382	11,489	11,489	30,638	19,148	19,148	73,530	45,956	18,383
20	Marin County - Community Action Marin (NON WEATHERIZATION/ASSURANCE 16)	0	0	0	0	0	0	42,646	26,654	10,662
21	Mariposa County - County of Mariposa Health & Human Services Agency	6,416	4,010	4,010	10,693	6,683	6,683	25,664	16,040	6,416

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State of California
Department of Community Services and Development
Total 2025 LIHEAP Contract
Facesheet

	County/Service Territory	Initial WX Intake 8%	Initial WX Outreach 5%	Initial WX Training 5%	Approved Waiver Total WX Intake 8%	Approved Waiver Total WX Outreach 5%	Approved Waiver Total WX Training 5%	ECIP/HEAP Intake 8%	ECIP/HEAP Outreach 5%	ECIP/HEAP Training 2%
22	Merced County - Merced County CAA	31,363	19,602	19,602	52,271	32,670	32,670	125,452	78,407	31,363
23	Modoc - T.E.A.C.H. Inc. (NON WEATHERIZATION/ASSURANCE 16)	0	0	0	0	0	0	22,737	14,211	5,684
24	Orange County - Community Action Partnership of Orange County	80,481	50,301	50,301	134,136	83,835	83,835	321,926	201,204	80,481
25	Placer Service Territory - Project GO, Inc.									
	Nevada County	20,065	12,540	12,540	33,441	20,901	20,901	80,259	50,162	20,065
	Placer County	22,653	14,158	14,158	37,755	23,597	23,597	90,613	56,633	22,653
	Service Territory Total	42,718	26,698	26,698	71,196	44,498	44,498	170,872	106,795	42,718
26	Plumas Service Territory - Plumas Co. Community Development Commission									
	Plumas County	6,163	3,852	3,852	10,272	6,420	6,420	24,654	15,409	6,163
	Sierra County	975	609	609	1,624	1,015	1,015	3,898	2,436	975
	Service Territory Total	7,138	4,461	4,461	11,896	7,435	7,435	28,552	17,845	7,138
27	Riverside County - Community Action Partnership of Riverside County	131,099	81,937	81,937	218,498	136,561	136,561	524,395	327,747	131,099
28	Sacramento Service Territory - Community Resource Project, Inc.									
	Sacramento County	99,960	62,475	62,475	166,600	104,125	104,125	399,840	249,900	99,960
	Sutter County	9,157	5,723	5,723	15,262	9,539	9,539	36,629	22,893	9,157
	Yuba County	9,694	6,059	6,059	16,157	10,098	10,098	38,776	24,235	9,694
	Service Territory Total	118,811	74,257	74,257	198,019	123,762	123,762	475,245	297,028	118,811
29	San Benito Co. - HHSA, Comm. Svcs. & Wkfs. Dev. (NON WEATHERIZATION/A16)	0	0	0	0	0	0	26,526	16,579	6,632
30	San Bernardino County - Community Action Partnership of San Bernardino Co.	142,501	89,063	89,063	237,502	148,438	148,438	570,004	356,252	142,501
31	San Diego County - Area B - Metropolitan Area Advisory Committee	36,742	22,964	22,964	61,237	38,273	38,273	146,968	91,855	36,742
32	San Joaquin Co. - San Joaquin Co. Dept. of Aging & Community Services	60,858	38,036	38,036	101,431	63,394	63,394	243,433	152,146	60,858
33	San Luis Obispo Co. - Community Action Partnership of San Luis Obispo Co., Inc.	15,130	9,456	9,456	25,216	15,760	15,760	60,518	37,824	15,130
34	Santa Barbara Co. - Community Action Commission of Santa Barbara County	23,944	14,965	14,965	39,906	24,941	24,941	95,774	59,859	23,943
35	Santa Clara Co. - Sacred Heart Community Service (NON WEATHERIZATION/A16)	0	0	0	0	0	0	231,225	144,516	57,806
36	Santa Cruz Service Territory - Central Coast Energy Services, Inc.									
	Monterey County	29,895	18,685	18,685	49,825	31,141	31,141	119,581	74,738	29,895
	San Francisco County	29,420	18,388	18,388	49,034	30,646	30,646	117,681	73,551	29,420
	San Mateo County	24,806	15,504	15,504	41,343	25,840	25,840	99,224	62,015	24,806
	Santa Cruz County	17,762	11,101	11,101	29,604	18,502	18,502	71,049	44,405	17,762
	Marin County (WEATHERIZATION/ASSURANCE 16)	10,662	6,664	6,664	17,769	11,106	11,106	0	0	0
	San Benito County (WEATHERIZATION/ASSURANCE 16)	6,632	4,145	4,145	11,053	6,908	6,908	0	0	0
	Santa Clara County (WEATHERIZATION/ASSURANCE 16/EHCS)	58,986	36,866	36,866	98,310	61,444	61,444	4,719	2,949	1,180
	Service Territory Total	178,163	111,353	111,353	296,938	185,587	185,587	412,254	257,658	103,063
37	Shasta/Tehama Service Territory - Self-Help Home Improvement Project, Inc.									
	Shasta County	26,391	16,494	16,494	43,985	27,491	27,491	105,564	65,978	26,391
	Tehama County	11,695	7,309	7,309	19,491	12,182	12,182	46,779	29,237	11,695
	Service Territory Total	38,086	23,803	23,803	63,476	39,673	39,673	152,343	95,215	38,086
38	Siskiyou County - Great Northern Services	17,524	10,953	10,953	29,207	18,255	18,255	70,098	43,811	17,524
39	Stanislaus County - Central Valley Opportunity Center, Incorporated	52,519	32,824	32,824	87,532	54,707	54,707	210,076	131,298	52,519
40	Tulare County - Community Services & Employment Training, Inc.	68,852	43,032	43,032	114,753	71,721	71,721	275,407	172,129	68,852
41	Ventura County - Community Action of Ventura County, Inc.	29,567	18,480	18,480	49,279	30,799	30,799	118,270	73,919	29,567
42	Association of California Community and Energy Services (ACCES)									
	TOTALS	2,224,292	1,390,182	1,390,182	3,707,151	2,316,970	2,316,970	8,897,165	5,560,729	2,224,293

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CERTIFICATION REGARDING LOBBYING

DEPARTMENT OF HEALTH AND HUMAN SERVICES
FAMILY SUPPORT ADMINISTRATION

PROGRAM: **Low-Income Home Energy Assistance (LIHEAP)**

PERIOD: **November 1, 2024 through June 30, 2026**

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, 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 document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, 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.

Miles Menetrey,
Board of Supervisors, Chair

Title | **Signature**

County of Mariposa

Agency/Organization | **Date**

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

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

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	☐ a. bid/offer/application b. initial award c. post-award	☐ a. initial filing b. material change For Material Change Only: year _____ quarter date of Last report

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier _____, *if known:* Congressional District, *if known:*	Congressional District, *if known:*
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, *If applicable:*
8. Federal Action Number, *if known:*	9. Award Amount, *if known:* $
10. a. Name address of Lobbying Entity *(if individual, last name, first, name, MI):*	b. Individuals Performing Services *(including address if different from No. 10a)* *(last name, first name, MI):*

(attach Continuation Sheet(s) SF-LLL-A, *if necessary*)

11. Amount of Payment *(check all that apply)*:	13. Type of Payment *(check all that apply)*:
$ _____ ☐ actual ☐ planned	☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify:
12. Form of Payment *(check all that apply)*: ☐ a. cash ☐ b. in-kind; specify: nature value	

14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s), contacted, for Payment indicated in Item 11:

(attach Continuation Sheet(s) SF-LLL-A, *if necessary*)

15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No

16	
Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1353. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty for not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____

Federal Use Only:	Authorized for Local Reproductions Standard Form – LLL

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DISCLOSURE OF LOBBYING ACTIVITIES

CONTINUATION SHEET

Approved by OMB
0348-0046

Reporting Entity: _____ **Page** _____ **of**

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

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

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

1. Identity the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and ZIP Code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full name of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budgets. Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

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Department of Community Services and Development
CSD 279 (Rev. 4/2022)

Community Services and Development
Federal Funding Accountability and Transparency Act Report Form

Return with the Contract

As of October 1, 2010, CSD is required to comply with sub-award reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA). CSD must file the FFATA sub- award report by the end of the month following the month in which CSD awards funds greater than or equal to $25,000 to any agency/service provider. In accordance with terms of the CSD agreement, agencies are required to provide the information requested in this form on or beforethe above due date. Failure to timely submit the completed form may result in "high-risk" designation and/or imposition of additional special terms and conditions on the agency's eligibility for CSD funds.

Please e-mail completed report form to the program e-mail address listed below:

Department of Energy Weatherization Assistance Program: Wx@csd.ca.gov

Community Services Block Grant: csbg.div@csd.ca.gov

Low Income Home Energy Assistance Program: Wx@csd.ca.gov

AGENCY/SUB-AWARDEE INFORMATION

Agency Name	County of Mariposa	
Program Type **(Check One)**	☐**CSBG** ☒**LIHEAP** ☐**DOE WAP** ☐**OTHER** _____	
Contract Number	25B-3021	
Performance Period(s) (mm/dd/yy - mm/dd/yy)	11/01/2024 - 06/30/2026	
Agency Unique Entity ID (SAM.gov) **NEW**	PNG4LUYEKK53	
Agency Primary Contact Information *(person responsible for completing thisform)*	Name:	Randy Ridenhour
	Title:	Senior Administrative Analyst
	E-Mail:	rridenhour@mariposacounty.org
	Phone:	209 966 2000
Location of Agency	Mailing Address:	P.O. Box 99, Mariposa
	State:	California
	Zip + 4 Digits (+4 digit is required)	95338-0099
	U.S. Congressional District:	4th District
	State Assembly District:	District 5
	State Senate District:	District 8

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

Department of Community Services and Development
CSD 279 (Rev. 4/2022)

Place of Performance *(where program funds are primarily spent, if different from agency location above)*	Mailing Address:	5362 Lemee Lane, Mariposa
	State:	California
	Zip + 4 Digits (+4 digit is required)	95338
	U.S. Congressional District:	4th District
	State Assembly District:	District 5
	State Senate District:	District 8

Agency (Sub-Awardee) Executive Compensation Reporting	Is more than 80% of your agency's annual gross revenue from the Federal government? (If YES, continue to the next question. **If NO, you are now finished completing this form.)**	☐ Yes	☒ No
	Does your agency's total annual federal funding exceed $25 million? (If YES, continue to the next question. **If NO, you are now finished completing this form.)**	☐ Yes	☐ No
	Is your agency one of the entities described below? ▪ A tax-exempt nonprofit entity required to file an annual Form 990 return with the Internal Revenue Service (IRS). ▪ A publicly owned corporation required to file annual reports with the Securities and Exchange Commission (SEC).	☐ Yes	☐ No
	(If NO, please list the names and compensation of your agency's top five highest compensated employees in the spaces below. If YES, you are now finished completing this form.)		

Five Highest Compensated Executives/Employees	Name	
	Compensation	
	Name	
	Compensation	
	Name	
	Compensation	
	Name	
	Compensation	
	Name	
	Compensation	

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

Description of Information Requested

Place of Performance

Address represents where the prime recipient is performing the majority of work funded. If the award fundsmultiple projects in different locations, then an address such as a city hall or county seat may be the most appropriate if it represent where the majority of funds are being used.

Agency/Sub-Awardee Executive Compensation Reporting

Sub-awardees must report the total compensation and names of the top five executives in the organization if:

a) More than 80% of the annual gross revenues are from the Federal government, and those revenues aregreater than $25 million annually; and

b) Compensation information is not readily available through reporting to the to the IRS on a Form 990 (section6104 of the Internal Revenue Code of 1986), or through reporting to Securities and Exchange Commission (SEC).SEC reporting is required for publicly owned/traded corporations.

Exemptions: Refer to 2 CFR
Part 170 for exemption criteria. http://www.gpo.gov/fdsys/pkg/CFR-2012-title2-vol1/pdf/CFR-2012-title2-vol1-part170.pdf

Additional Resources

Unique Entity ID (UEI Number)	
On April 4, 2022, the D-U-N-S® Number will be removed and the Unique Entity ID (SAM) will be the authoritative identifier. This ID is used within SAM.gov and other government award and financial systems to identify a unique entity. The transition to the Unique Entity ID (SAM) is a federal governmentwide initiative.	https://sam.gov/content/home https://gsa.gov/entityid
Zip Code + 4 Digit Zip	
Use the United States Postal Service website to identify your +4 digit zip	https://tools.usps.com/go/ZipLookupAction!input.action
Congressional District	
Use the following sites to identify your congressional district	
U.S. Congressional District	http://www.house.gov/representatives/find/
State Assembly and Senate District	http://findyourrep.legislature.ca.gov/
Reporting Requirement Regulations	
The Federal Funding Accountability and Transparency Act of 2006	http://www.gpo.gov/fdsys/pkg/PLAW-109publ282/html/PLAW-109publ282.htm
FFATA Subaward Reporting System (FSRS) website	https://www.fsrs.gov/

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

SUBVENTION CONTRACT

TABLE OF CONTENTS

ARTICLE 1 - SCOPE OF WORK
1.1 General 1
1.2 Service Area 1
1.3 Term and Amount of Contract 1
1.4 Service Area Expenditure Requirements 2
1.5 Program Authorities – Requirements, Standards and Guidance 2
1.6 Duplication of Services 5
ARTICLE 2 - CONTRACT ADMINISTRATION AND PROCEDURE 6
2.1 Contractor's Option of Termination 6
2.2 Budget Contingencies 6
2.3 Miscellaneous Provisions 7
ARTICLE 3 - CONTRACT CHANGES 9
3.1 Amendment 9
3.2 Minor Modifications 9
ARTICLE 4 - ADMINISTRATIVE POLICIES AND PROCEDURES 10
4.1 Board Roster, By Laws, Resolution, and Minutes 10
4.2 Internal Controls Requirements 10
4.3 Record Retention 11
4.4 Insurance and Fidelity Bond 11
4.5 System Security Requirements 14
4.6 Travel and per diem 16
4.7 Conflict of Interest 17
4.8 Procurement Standards 18
4.9 Use and Disposition of Vehicles and Equipment 19
4.10 Subcontracts 20
4.11 Complaint Management Policies and Procedures 21
4.12 Fair Hearing Process for Applications for Denial of Benefits by Contractor 22
4.13 Fraud, Waste, and Abuse 23
ARTICLE 5 - ADMINISTRATIVE AND PROGRAM EXPENDITURES REQUIREMENTS 24
5.1 Budget Guidelines 24
5.2 Utility Assistance Expenditure Requirements 25
5.3 Working Capital Advance and Major Purchase Advances 26
5.4 Program Income 28

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

5.5 Wood, Propane and Oil Returned Payments 29
5.6 Allowable Costs 30
5.7 Service Area Expenditures Requirements 36
5.8 Reimbursement Guidelines 38
ARTICLE 6 - REPORTING POLICIES AND PROCEDURES 50
6.1 Reporting Requirements 50
ARTICLE 7 - PROGRAM POLICIES AND PROCEDURES 54
7.1 LIHEAP Agency Local Plan 54
7.2 Program Standards and Regulatory Requirements 54
7.3 Prioritization of Services 57
7.4 Service Priority Guidelines 57
7.5 Outreach and Intake Activity Guidelines 58
7.6 Assurance 16 Activity Guidelines 60
7.7 Leveraging Activities 61
7.8 Record-Keeping Responsibilities 62
ARTICLE 8 - PROGRAM IMPLEMENTATION 70
8.1 HEAP/WPO Activity Guidelines 70
8.2 Weatherization Activity Guidelines 71
8.3 Energy Crisis Intervention Program (ECIP) Services Activity Guidelines 83
8.4 ECIP Fast Track and HEAP Electric and Gas Pledge Guidelines 90
8.5 SWEATS and PSPS Activity Guidelines 90
8.6 Quality Assurance 91
ARTICLE 9 - TRAINING, LICENSING, AND CERTIFICATIONS 96
9.1 Training Requirements 96
9.2 Contractor Licensing 96
9.3 Special Licensing - Weatherization 97
9.4 Environmental Protection Agency (EPA) Certifications 97
9.5 Mandatory Training 97
ARTICLE 10 - COMPLIANCE POLICIES AND PROCEDURES 98
10.1 Right to Monitor, Audit, and Investigate 98
10.2 Auditing Standards and Reports 98
10.3 Compliance Monitoring 101
10.4 Enforcement Process - Noncompliance with Requirement of this Contract 104
10.5 Service Delivery and Expenditure Requirements 110
ARTICLE 11 - FEDERAL AND STATE POLICY PROVISIONS 112

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

11.1 Certifications 112
11.2 Provisions for Federally Funded Grants 113
11.3 Federal Certifications Regarding Debarment, Suspension, and Related Matters 114
11.4 Affirmative Action Compliance 115
11.5 Nondiscrimination Compliance 116
11.6 Contractor Fair Hearing - Civil Rights Act Violation 116
11.7 Specific Assurances 116
ARTICLE 12 - GENERAL TERMS AND CONDITIONS GTC 04/2017 119
ARTICLE 13 - DEFINITIONS 120
ARTICLE 14 - TABLE OF FORMS AND DOCUMENTS INCORPORATED BY REFERENCE……...130

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

SUBVENTION CONTRACT

PREAMBLE

This subvention contract, for the implementation of the Low Income Home Energy Assistance Program (LIHEAP) in program year 2025 ("Contract"), is entered into between the Department of Community Services and Development ("CSD" or "Department") and the contractor named on Form STD. 213, the face sheet of this document ("Contractor") and shall be enforceable on the date last signed.

NOW THEREFORE, in consideration of the promises and of the mutual agreements and covenants hereinafter set forth, CSD and Contractor hereby agree as follows:

ARTICLE 1 - SCOPE OF WORK

1.1 General

1.1.1 Contractor shall provide services under the weatherization (WX) program, Home Energy Assistance Program (HEAP), and Energy Crisis Intervention Program (ECIP) to eligible participants residing in the service area described in Section 1.2, pursuant to all applicable federal and state statutes and regulations. Contractor shall provide crisis services and activities to the low-income community within its service area through at least March 15, 2025.

1.1.2 The LIHEAP Assistance Listing Number is 93.568. The award is fully funded through the United States Department of Health and Human Services (HHS).

1.2 Service Area

1.2.1 The services shall be performed in the Service Territory comprised of the following service area(s):

The 2025 LIHEAP NUMBERS, CONTRACTORS, AND SERVICE AREAS listing may be accessed at CSD's Local Agencies Portal (CSD LAP) under the Supporting Documents section at https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx.

1.2.2 Contractors that provide services in Los Angeles and San Diego counties shall refer to the ZIP Codes Listing on the CSD LAP to determine the zip codes for their respective area.

1.3 Term and Amount of Contract

1.3.1 The term of this Contract shall be the period represented on Standard Agreement STD. 213. Contractor shall perform all work under this Contract in accordance with Article 10.5 section 10.5.2, regardless of the contract term end date.

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

1.3.2 The contract amount as represented on Standard Agreement STD. 213 consists of Contractor's total allocation to include the "Direct Services" and "Utility Assistance" portions attributable to Contractor's service area(s).

1.3.3 Direct Services and Utility Assistance funding, as defined in Article 13, Definitions, that are allocated to Contractor, shall be expended, reported, and accounted for in accordance with the provisions of this Contract.

1.4 Service Area Expenditure Requirements

Contractor shall be subject to special expenditure requirements as provided in Article 5, Section 5.7 of the Contract, if any of the following pertain:

1.4.1 Any criteria listed in Article 5, Section 5.7.2 apply; or

1.4.2 Contractor has additional contracts with CSD for the provision of LIHEAP or United States Department of Energy Weatherization Assistance Program (DOE WAP) or United States Department of Energy Bipartisan Infrastructure Law (DOE BIL) services in counties or service areas other than the county or service area to which this Contract applies.

1.5 Program Authorities – Requirements, Standards and Guidance

1.5.1 All services and activities are to be provided in accordance with applicable federal, state, and local laws and regulations, which may be amended from time to time, including but not limited to, the following:

1.5.1.1 The Low-Income Home Energy Assistance Act of 1981 (42 United States Code (USC) § 8621 et seq.), and the Low Income Home Energy Assistance Program regulations (45 Code of Federal Regulations (CFR) Part 96, Subpart H);

1.5.1.2 The California Government Code (Cal. Gov. Code) § 16367.5 et seq., as amended, and Low Income Home Energy Assistance Program Regulations (Title 22 of the California Code of Regulations (CCR) § 100800 et seq.); and

1.5.1.3 The Single Audit Act (31 USC § 7501 et seq.), and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards ("Uniform Administrative Requirements") (45 CFR Part 75).

1.5.2 Conflict of Laws.

Contractor shall comply with all applicable laws, regulations, requirements,

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

standards, and guidelines contained in the authorities listed below, as they may be amended from time to time, regarding procurement, administrative, and other costs claimed under this Contract, including those costs incurred pursuant to subcontracts executed by Contractor, notwithstanding any language contained in the following authorities that might otherwise exempt Contractor from their applicability. To the extent that the requirements, standards, or guidelines in this Contract directly conflict with any State law or regulation at Government Code §16367.5 et seq. or 22 CCR §100800 et seq., or any provision of this Contract, then federal law or regulation shall take precedence, and then state law; unless, under specified circumstances, a provision of federal law applicable to block grants, such as 45 CFR § 96.30, allows for the application of state law.

1.5.3 CSD shall provide Contractor with specific program guidance which shall be binding on the Contractor as a condition of the Contractor's participation in LIHEAP, and as a condition of receipt of funds under the program, PROVIDED:

1.5.3.1 That such guidance shall be issued by CSD in writing in the form of "CSD Program Notice (CPN)" or "CSD Program Advisory (CPA)" posted on the CSD Local Agencies Portal (LAP);

1.5.3.2 Such guidance shall be issued by CSD in the most timely and expeditious manner practicable;

1.5.3.3 Such guidance shall be reasonably necessary to realize the purposes of LIHEAP;

1.5.3.4 Major and material changes in the program and requirements which substantially affect the Contractor's and CSD's ability to fulfill their obligations or otherwise serve to create a substantial hardship on either the Contractor or CSD shall be subject to an amendment to this Contract;

1.5.3.5 Contractor shall notify CSD within 10 business days of issuance of a CPN or CPA, if Contractor is unable to fulfill its obligations under the new guidance;

1.5.3.6 That the parties' failure to execute a mutually acceptable amendment or CPN or CPA, as contemplated in subsection 1.5.3.4 and 1.5.3.5, in a reasonable period of time, shall result in this Contract being without force and effect subject only to such provisions contained herein as are intended to survive the Contract in accordance with the express and implied provisions of applicable federal and state law; and

1.5.3.7 That upon CSD's good faith determination, delivered to the Contractor by written notice that this Contract between the parties to any necessary

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

amendment CPN, or CPA as contemplated in subsection 1.5.3.4 and 1.5.3.5 cannot be achieved, then this Contract shall be "closed out" and the funds disposed in accordance with established CSD procedure and policy and as required under federal and state law.

1.5.4 The federal and state laws, regulations, and other authorities referenced in this Section are hereby incorporated by reference into this Contract and may be accessed on the CSD LAP.

1.5.5 Contract Elements Integral to Contract and Enforceability Conditions

1.5.5.1 Contractor shall provide the following documents, satisfactory to CSD in form and substance, together with an executed copy of this Contract before CSD executes and returns the Contract to Contractor for implementation:

1.5.5.1.1 Federal Funding Accountability and Transparency Act Report (CSD 279);

1.5.5.1.2 Certification Regarding Lobbying/Disclosure of Lobbying Activities;

1.5.5.1.3 Contractor Certification Clauses (CCC-04/2017);

1.5.5.1.4 Current Insurance or Self-Insurance Authority Certification;

1.5.5.1.5 Board Resolution authorizing execution of this Contract;

1.5.5.1.6 Agency Local Plan (referenced in Article 7.1);

1.5.5.1.7 LIHEAP Production Plan (CSD 622) (referenced in Article 5.7); and

1.5.5.1.8 Agency Staff and Board Roster (CSD 188).

1.5.5.2 The Agency Local Plan and forms must be completed by Contractor before CSD will execute the Contract and Contractor is authorized to commence work. CSD may execute this Contract pending its review and final approval of Contractor's submission, provided Contractor acts in good faith to rectify any outstanding issues associated with the documents submitted pursuant to Section 1.5.5.1. All documents submitted pursuant to Section 1.5.5.1 shall become part of this Contract.

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

1.6 Duplication of Services

Dwellings that have received Low-Income Weatherization Program (LIWP) funded energy efficiency measures do not qualify for additional energy efficiency measures under this Contract, except for the following:

1.6.1 Assessment and installation of Health and Safety measures not installed through LIWP;

1.6.2 Reweatherization in accordance with LIHEAP requirements;

1.6.3 Call-backs in accordance with LIHEAP requirements; or

1.6.4 Emergency Heating and Cooling Services in accordance with the LIHEAP requirements.

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

ARTICLE 2 - CONTRACT ADMINISTRATION AND PROCEDURE

2.1 Contractor's Option of Termination

2.1.1 Notwithstanding the provisions of Section 1.5.3, Contractor may elect to terminate this Contract rather than adhere to the procedures set out in Section 1.5.3, should Contractor determine that any subsequent program guidance or proposed amendment to the Contract is unjustifiably onerous or otherwise counter to Contractor's legitimate business interests and ability to implement the Contract in an effective and reasonable manner, provided:

2.1.1.1 The notice of termination is in writing, delivered by U.S. Certified Mail, Return Receipt Requested.

2.1.1.2 The notice of termination shall be effective 30 calendar days after receipt by CSD; and

2.1.1.3 The notice of termination contains a statement of the reasons for termination with reference to the specific provision(s) in the program guidance or proposed amendment in question.

2.1.2 Contractor shall be entitled to reimbursement for all allowable costs incurred prior to Contract termination. Such reimbursement shall be in accordance with the program guidance and contract provisions in effect at the time the cost was incurred.

2.1.3 Contractor shall, within 60 calendar days of termination, close-out the contract in accordance with contractual close-out procedures.

2.1.4 CSD may at its option procure a temporary replacement provider, and may at its option, designate a permanent replacement provider for Contractor's service area in accordance with federal and state law.

2.2 Budget Contingencies

2.2.1 Federal Budget Contingency

2.2.1.1 Because of uncertainty in the federal budget process, this Contract may be executed before the availability and amounts of federal funding can be ascertained, in order to minimize delays in the provision of services and the distribution of funds. The obligations of the parties under this Contract are expressly contingent on adequate funding being made available to CSD by the United States government.

2.2.1.2 If federal funding for any fiscal year is reduced to such degree that CSD

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

reasonably determines that the program cannot be implemented effectively, CSD shall at its sole discretion have the option either to terminate this Contract upon written notice to Contractor or, in the alternative, to offer an amendment addressing the reduced funding. If the parties fail to reach an agreement on such amendment, CSD may, at its option, give written notice of termination without further obligation by either party except for contract close-out obligations and final settlement.

2.2.1.3 If federal funding authorities condition funding on any obligations, restrictions, limitations, or conditions not in existence when this Contract was executed, this Contract shall be amended by mutual agreement for compliance with such obligations, restrictions, limitations, or conditions. Failure of the parties to reach an agreement on such amendment shall render this Contract without force and effect.

2.2.1.4 Subject to the provisions of subsection 2.2.1.2, CSD shall authorize expenditures of funds under this Contract based on any Continuing Resolution appropriations that are adequate for the purpose. CSD shall notify the Contractor in writing of authorized interval funding levels.

2.2.2 State Budget Contingency

2.2.2.1 If funds are not appropriated for implementation of LIHEAP through the State budget process or otherwise, whether in the current year and/or any subsequent year covered by this Contract, this Contract shall be of no further force and effect. Upon CSD's written notice to Contractor that no funds are available for contract implementation, the Contract shall be terminated, CSD shall have no obligation to pay Contractor or to furnish other consideration under this Contract, and Contractor shall not be obligated for performance.

2.2.2.2 If program funding for any fiscal year is reduced to such degree that CSD reasonably determines that the program cannot be implemented effectively, CSD shall at its sole discretion have the option either to terminate this Contract upon written notice to Contractor or, in the alternative, to offer and negotiate an amendment addressing the reduced funding. If the parties fail to reach an agreement on such amendment, CSD may at its option give written notice of termination without further obligation by either party except for contract close-out obligations and final settlement.

2.3 Miscellaneous Provisions

2.3.1 Assignment. Neither this Contract nor any of the rights, interests, or obligations

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

under this Contract shall be assigned by any party without the prior written consent of the other parties, except in the case where responsibility for program implementation and oversight may be transferred by CSD to another State agency. In the event of such transfer, this Contract is binding on the agency to which the program is assigned.

2.3.2 Merger/Entire Contract. This Contract (including the attachments, documents and instruments referred to in this Contract) constitutes the entire Contract and understanding of the parties with respect to the subject matter of this Contract and supersedes all prior understandings and contracts, whether written or oral, among the parties with respect to such subject matter.

2.3.3 Severability. If any provision of this Contract is found to be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Contract will not be in any way impaired and shall remain in full force and effect.

2.3.4 Notices. Unless otherwise provided herein, notice given by the parties shall be in writing, delivered personally, by United States mail, or by overnight delivery service (with confirmation). Certain reporting and other communications may be delivered electronically as specified by CSD or as is customary between the parties. Notice shall be delivered as follows:

2.3.4.1 To Contractor’s address of record; and

2.3.4.2 To CSD at:
Department of Community Services and Development
Energy Field Operations
2389 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

ADMINISTRATIVE REQUIREMENTS

ARTICLE 3 - CONTRACT CHANGES

3.1 Amendment

3.1.1 Changes to this Contract shall be made by formal amendment with exceptions specified in Article 1 subsection 1.5.3 and in Section 3.2, below.

3.1.2 Contractor shall notify CSD in writing when any proposed amendment or guidance will significantly impact Contractor's Program Budget and/or Operations or ability to fulfill its obligations under this Contract. CSD will afford Contractor a reasonable opportunity and sufficient time in which to phase-in the mandated change.

3.2 Minor Modifications

3.2.1 Contractor may request modifications to make minor adjustments during the Contract term. Minor Modifications shall not affect the Maximum Amount payable under this Contract.

3.2.2 Minor Modifications shall not alter the maximum limits established for specific budget line items, e.g., administrative costs, Assurance 16, intake, outreach, and training and technical assistance costs, except as otherwise provided herein.

3.2.3 To request a minor modification, Contractor shall submit a Request for Amendment/Modification Energy (CSD 509), with justification supporting the fund transfer or change request. Contractor may submit the CSD 509 to CSD via email.

3.2.4 Contractor may propose minor modifications for CSD approval, including the following:

3.2.4.1 Transferring funds to increase or decrease the Utility Assistance total allocation;

3.2.4.2 Transferring funds to increase or decrease the Wood, Propane and Oil (WPO) total allocation (ECIP WPO or HEAP WPO);

3.2.4.3 Transferring funds between target service areas, which shall be conditioned upon Contractor meeting its target service areas expenditure requirements, as stated in Article 5.7, Section 5.7.3;

3.2.4.4 Changes to the Agency Local Plan; or

3.2.4.5 Changes to Fund Transfer Requirements in Article 5.1, Section 5.1.2.

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

ARTICLE 4 -ADMINISTRATIVE POLICIES AND PROCEDURES

4.1 Board Roster, By Laws, Resolution, and Minutes

4.1.1 Contractor shall submit to CSD an Agency Staff and Board Roster form (CSD 188) listing the current Agency Staff and roster of members of its governing board, including contact information for each board member at a location other than the Contractor's offices, and the most recent version of the organizational bylaws. Contractor is responsible to notify CSD of any changes to the Executive Director, Program Manager, Chief Financial Officer and board roster within 30 calendar days of such occurrence.

4.1.2 Contractor's governing board must authorize the execution of this Contract. Contractor has the option of demonstrating such authority by the signature of a Board member, affixed to the signature page of this Contract, or by any lawful delegation of such authority that is consistent with Contractor's bylaws.

4.1.3 Where Contractor elects to delegate the signing authority to the chief executive officer or designated officials, CSD will accept either a resolution specific to this Contract or a resolution passed by the governing board that applies to any contract entered into by Contractor. Where Contractor provides a general resolution, Contractor shall maintain documentation that the chief executive officer provided timely and effective communication of the execution and terms of this Contract to the Board. Either a specific or current general resolution must be on file with CSD before execution of this Contract by CSD.

4.1.4 If the Contractor's board is both tripartite and advisory to the elected members governing a local government, the Contractor shall submit to CSD the approved minutes from any meeting of the elected officials where matters relating to this Contract are heard, including but not limited to discussions about or decisions affecting LIHEAP. Such minutes shall be submitted to CSD no later than 30 calendar days after the related meeting.

4.2 Internal Controls Requirements

Contractor shall ensure the establishment and maintenance of a system of internal accounting and administrative control. This responsibility includes documenting the system, communicating system requirements to employees, and assuring that the system is functioning as prescribed and is modified, as appropriate, for changes in conditions. The system of internal accounting and administrative control shall be attested to within the Contractor's independent audit conducted pursuant to this Contract and shall include:

4.2.1 Segregation of duties appropriate to safeguard state assets;

4.2.2 Limited access to agency assets to authorized personnel who require these assets

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

in the performance of their assigned duties;

4.2.3 Authorization and recordkeeping procedures adequate to provide effective accounting controls over assets, liabilities, revenues, and expenditures;

4.2.4 Established practices to be followed in the performance of duties and functions;

4.2.5 Personnel of a quality commensurate with their responsibilities; and

4.2.6 Effective internal reviews.

4.3 Record Retention

4.3.1 Contractor shall comply with the record retention requirements contained in the Uniform Administrative Requirements (45 CFR § 75.361 - § 75.370).

4.3.2 Contractor shall maintain all records pertaining to this Contract for a minimum period of three years after submission of the final report or until resolution of all related audit or monitoring findings, enforcement actions, including cost disallowance, legal proceedings, or other pending matters, whichever is later.

4.3.3 Contractor shall retain and secure all employee and client/applicant records and information in compliance with the Federal Privacy Act of 1974, as amended (5 USC § 552a) and Information Practices Act of 1977, as amended (Civ. Code § 1798 et seq.).

4.3.4 To the extent Contractor maintains records in an electronic format, Contractor shall ensure that all records are "backed-up" or copied, utilizing appropriate, secure technology and operational procedures in order to avoid unauthorized access, permanent loss or destruction, occasioned by theft, accident, willful acts or negligence, or by fire, flood, earthquake or other natural disaster.

4.4 Insurance and Fidelity Bond

4.4.1 General Requirements

4.4.1.1 Contractor shall maintain the effective insurance policies and bonds, specified below at all times during the term of this Contract.

4.4.1.2 Contractor shall provide CSD with written notice at least 30 calendar days prior to cancellation or reduction of insurance coverage to an amount less than that required in this Contract and, prior to any lapse or reduction in coverage, provide CSD with documentation, as specified in subsection 4.4.1.3, showing substitute coverage has been obtained or alternative measures have been taken to ensure compliance with the

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

requirements of this Contract.

4.4.1.3 In the event insurance coverage expires during the term of this Contract Contractor shall provide within 30 calendar days of the expiration date, a new Certificate of Insurance (ACORD 25) for not less than the remainder of the term of this Contract. The new Certificate of Insurance (ACORD 25) shall evidence no lapse in coverage. The Certificate of Insurance (ACORD 25) shall identify and name CSD as the Certificate Holder.

4.4.1.4 New Certificates of Insurance are subject to review for content and form by CSD. Certificates of Insurance must be submitted electronically via email to: BNCS@csd.ca.gov.

4.4.1.5 In the event Contractor fails to keep in effect at all times the specified insurance and bond coverage as herein provided, CSD may, in addition to any other remedies it may have, suspend this Contract.

4.4.1.6 With the exception of workers' compensation and fidelity bond, CSD shall be named as an additional insured on all certificates of insurance required under this Contract.

4.4.1.7 The issuance of other CSD contracts, as well as reimbursement payments, to the Contractor may be suspended until evidence of the required current insurance coverage has been submitted to CSD.

4.4.1.8 Should Contractor utilize a subcontractor(s) to provide services under this Contract, Contractor shall indemnify and hold CSD harmless against any liability incurred by that subcontractor(s).

4.4.2 Self-Insurance

4.4.2.1 When Contractor is a self-insured governmental entity, CSD, upon receipt of satisfactory proof of the entity's self-insurance authority, may waive the insurance requirements. A duly authorized county or city risk manager shall provide signed certification of the governmental entity's ability to cover any potential losses under this Contract.

4.4.2.2 Governmental contractors shall specify in writing a list of which coverage(s) will be self-insured under this Contract and shall list all applicable policy numbers, expiration dates, and coverage amounts for coverage which is not self-insured.

4.4.2.3 If a governmental contractor's self-insurance coverage does not contain any changes from the prior year, CSD will accept a certified letter signed

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

by authorized personnel, stating that no changes have occurred from the previous year. Contractor shall submit this letter at the time of contract execution or within 30 calendar days of the start of coverage.

4.4.3 Workers' Compensation Insurance

4.4.3.1 During the term of this Contract, Contractor shall maintain legally sufficient workers' compensation insurance issued by an insurance carrier licensed to underwrite workers' compensation insurance in the State of California.

4.4.3.2 Contractor will not be paid an advance or any reimbursement of expenses unless it has first submitted to CSD either a Certificate of Insurance (ACORD 25) or a Certificate of Consent to Self-Insure, issued by the Director of the Department of Industrial Relations, as evidence of compliance with the workers' compensation insurance requirement.

4.4.4 Commercial or Government Crime Coverage (Fidelity Bond)

4.4.4.1 Contractor shall maintain commercial crime coverage. If Contractor is a public entity that elects to self-insure, Contractor shall make provision for adequate coverage to insure against crime risks. The commercial crime policy or government crime self-insurance coverage (hereinafter "fidelity bond") shall include the following coverage or the substantial equivalent: Employee Dishonesty/Theft, Forgery or Alteration, and Computer Fraud.

4.4.4.2 Contractor's fidelity bond coverage limits shall not be less than a minimum amount of 4% of the total contract amount, excluding Utility Services, as set forth under this Contract.

4.4.4.3 Contractor will not be paid an advance or any reimbursement of expenses unless it has first submitted to CSD an applicable Certificate of Insurance (ACORD 25) as evidence of compliance with the fidelity bond requirement.

4.4.5 General Liability Insurance

4.4.5.1 Contractor shall maintain for the term of this Contract general liability and property damage insurance for a combined single limit of not less than $500,000 per occurrence.

4.4.5.2 Contractor will not be paid an advance or any reimbursement of expenses unless it has first submitted to CSD an applicable Certificate of Insurance (ACORD 25), designating CSD as an additional insured as

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

evidence of compliance with general liability insurance requirements.

4.4.6 Vehicle Insurance

4.4.6.1 Contractor shall maintain for the term of this Contract vehicle insurance in the amount of $500,000 for each person and each accident for bodily injury and in the amount of $500,000 for each person and each accident for property damage.

4.4.6.2 When employees use their own vehicles to perform duties within the scope of their employment, Contractor shall have and maintain for the term of this Contract non-owned and hired-auto liability insurance in the amount of $500,000 for each person and each accident for bodily injury and $500,000 for each person and each accident for property damage. Driving to and from work shall not be considered to be within the scope of employment.

4.4.6.3 Contractor will not be paid an advance or any reimbursement of expenses unless it has first submitted to CSD an applicable Certificate of Insurance (ACORD 25), designating CSD as an additional insured, to CSD as evidence of compliance with the stated vehicle insurance requirements.

4.5 System Security Requirements

Contractor shall, in cooperation with CSD, institute measures, procedures, and protocols designed to ensure the security of data and to protect information in accordance with the Information Practices Act of 1977 (Civ. Code §1798 et seq.), and such other State and Federal laws and regulations as may apply. In the event there are different system security standards that may be applied to this Article, Contractor shall endeavor to use the strictest security standard that complies with state and federal requirements. The parties hereto agree to the following requirements, obligations, and standards in accordance with regulations set in the State Administrative Manual (SAM) 5100, 5300.5 and 5340.:

4.5.1 Data Protection

4.5.1.1 Data exchanged between CSD and Contractor must be limited to the data fields included in the Data Transfer Rules (DTR) documents posted on the Weatherization Reporting tab located within CSD's LAP at https://agencies.csd.ca.gov/home/Reporting/Pages/WXReporting.aspx. No personal financial information, e.g., credit card, bank account numbers, shall be stored or exchanged in the data exchange sessions.

4.5.1.2 Access to the above-mentioned data included in the DTR must only be given to authorized personnel to complete essential duties. Authorized

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

personnel are to log into these systems using their own assigned credentials (i.e., no login account sharing). Upon departure of personnel with assigned credentials, the Contractor will remove the employee's access to the systems as soon as possible.

4.5.1.3 To the extent Contractor utilizes tablet or other internet-based or mobile devices for client intake and application purposes ("Electronic Intake") in lieu of paper forms and documents, Contractor shall comply with all federal and state information security requirements and with such guidance and protocols as CSD may from time to time issue for the purpose of ensuring the integrity of Electronic Intake, including, but not limited to, the use of electronic signatures, data privacy, security, transfer, and retention requirements.

4.5.1.4 Data exchanged between CSD and Contractor via email communication must have all personally identifying information (PII) and other sensitive information redacted before the document is sent. Alternately, Contractor must encrypt any attachments that have sensitive data using encryption tools and configurations as required by CSD.

4.5.2 Contractor Systems Security

4.5.2.1 The physical location of the computing and data storage devices (e.g., servers) shall be within access-controlled facilities. Individual users may not have access to the data except through their systems that are specifically credentialed for Contractor business. All access will be controlled by authentication methods to validate the approved users.

4.5.2.2 Standards for secure transmission may be accomplished through such means as certificates, secure socket layer, etc., and storage of the data with encryption.

4.5.2.3 Both CSD and Contractor shall keep security patches and anti-virus and anti-malware software up to date on all systems on which data may be used.

4.5.2.4 Contractor shall securely destroy data by sanitizing media prior to disposal.

4.5.3 Trusted Behavior Expectations

CSD's application system and users shall protect Contractor's application system/data and the Contractor's application system and users shall protect CSD's application system/data in accordance with the Privacy Act of 1974 (5 USC § 552a), Trade Secrets Act (18 USC § 1905), and the Stored Communications Act

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

(18 USC § 2701 et seq.). Technology and systems code and functionality are owned by the respective parties and may not be shared with anyone else or used without written consent of the owner.

4.5.4 Incident Reporting

Any party discovering a security incident shall report it in accordance with its incident reporting procedures. Contractor shall, within 24 hours of discovery, report to CSD's Information Security Office at ISO@csd.ca.gov any security incident contemplated herein. Examples include, but are not limited to, stolen or lost equipment, malware/ransomware detection, suspected hacking, etc. Contractor further agrees CSD shall have the right to participate in the investigation of a security incident involving CSD's data, and to cooperate fully with CSD and other relevant State entities during independent investigation of the security incident.

4.5.5 Audit Trail Responsibilities

Both parties are responsible for auditing application processes and user activities. Activities that will be recorded include event type, date and time of event, user identification, workstation identification, success or failure of access attempts, and actions taken by system administrators.

4.5.6 Data Sharing Responsibilities

Contractor shall ensure that all primary and delegated secondary organizations that share, exchange, or use personal, sensitive, or confidential data, pursuant to this Contract and subcontracts issued by Contractor, shall adhere to these security requirements and applicable state and federal law, in addition to further data sharing guidance as may be issued by CSD during the term of this Contract. If data sharing is accomplished via interconnectivity of an application system, then data sharing must be certified to be secure by both parties.

4.6 Travel and per diem

4.6.1 Contractor's employee travel costs and per diem reimbursement rates shall be reimbursed in accordance with Contractor's written policies and procedures not to exceed federal per diem requirements and are subject to the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75, including 45 CFR § 75.474).

4.6.2 Contractor shall complete the LIHEAP Out-of-State Travel Form (CSD 536) and keep on file with back up documentation for compliance monitoring. LIHEAP Out-of-State travel is limited to two staff per event, unless otherwise indicated on the LIHEAP Out-of-State-Travel Form (CSD 536). Contractor must seek pre-

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

approval, prior to travel, for non-preapproved conferences when more than two staff are attending.

4.6.3 In the absence of a written travel reimbursement policy, Contractor shall receive reimbursement rates not to exceed federal per diem limits.

4.7 Conflict of Interest

4.7.1 Contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts or subcontracts. No employee, officer, or agent of the Contractor shall participate in the selection, award, or administration of a subcontract supported by Federal funds if a real or apparent conflict of interest is involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Contractor shall neither solicit nor accept gratuities, favors, or anything of monetary value from subcontractors or parties to sub-contracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipients.

4.7.2 Contractor shall not pay Federal funds received from CSD to any entity in which it or one of its employees, officers, or agents, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein has an interest. As ownership constitutes a financial interest, Contractor shall not subcontract with a subsidiary. Similarly, Contractor shall not subcontract with an entity that employs or is about to employ any person described in the Uniform Administrative Requirements (45 CFR Part 75, including 45 CFR §§ 75.112 & 75.327).

4.7.3 Contractor shall ensure that its employees and the officers of its governing body do not engage in actual or potential conflicts of interest and that no officer or employee who has responsibility for any activity or function with respect to LIHEAP and the implementation of this Contract shall have any personal financial interest in such activity or function or otherwise personally benefit or gain from the activity or function.

4.7.4 Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

4.7.5 Contractor shall not provide LIHEAP services or benefits in situations where an actual or perceived conflict of interest exists, unless the activity is explicitly

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

allowed under Contractor's conflict of interest policies and procedures that are compliant with federal requirements. If Contractor provides program services to owner-occupied or rental dwellings that are owned or managed by the Contractor, its employees, or officers, Contractor shall submit the Property Certification form (CSD 678), in advance of providing weatherization and Energy Heating and Cooling Services (EHCS). Contractor shall ensure that other recipients or potential eligible recipients of services are not prejudiced or adversely affected by the receipt of services by Contractor.

4.8 Procurement Standards

4.8.1 Contract Administration

4.8.1.1 *Maintenance of written procurement procedures.* Contractor shall administer this Contract in accordance with all federal and state rules and regulations governing LIHEAP block grants pertaining to procurement, including the Uniform Administrative Requirements and amendments thereto, and pursuant to CPA-A-12-01. Contractor shall establish, maintain, and follow written procurement procedures consistent with the procurement standards in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards or any subsequent amendments to these standards, and the applicable provisions in this Contract, including but not limited to a code of conduct for the award and administration of contracts and a procedure that provides, to the maximum extent practical, open and free competition.

4.8.1.2 *Eligible Bidders.* Contractor shall not permit any organizational conflicts of interest or noncompetitive practices that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective subcontractor performance and eliminate unfair competitive advantage, individuals or firms that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements. Contractor shall only award a subcontract to the bidder or offer or whose bid or offer is responsive to the solicitation and is most advantageous to Contractor when considering price, quality, and other factors relevant to the procurement. Contractor's solicitations shall clearly set forth all requirements that the bidder or offer or must fulfill in order for the bid or offer to be adequately and fairly evaluated by the recipient.

4.8.1.3 All supplies, materials, equipment, or services purchased or leased with funds provided pursuant to this Contract shall be used solely for the activities allowed under this Contract, unless the fair market value for such use is charged to the benefiting program and treated as program

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

income earned under this Contract.

4.8.1.4 Contractor shall provide for an open and free competition, to include a cost analysis, in accordance with federal and state law, for the procurement of materials, supplies, equipment, or services.

4.8.1.5 *Non-Competitive bid justification.* If a service or product is of a unique nature, is in response to a public exigency or emergency, or more than one potential vendor/provider cannot reasonably be identified, Contractor shall document adequate justification for the absence of competitive bidding. "Adequate justification" must include but is not limited to:

4.8.1.5.1 Explanation of why the acquisition of goods or services is limited to one vendor or supplier;

4.8.1.5.2 Description of sole vendor/supplier's unique qualifications to provide the goods or services in question; and

4.8.1.5.3 Analysis of cost(s) to demonstrate reasonability.

4.8.1.6 *CSD Lease/Purchase Pre-Approval Requirements*. To ensure that significant procurement transactions are conducted in an open and freely competitive manner, Contractor shall obtain prior written approval from CSD of capital expenditures for vehicles and equipment with a unit cost of $10,000 or more through the submission of a Request for Pre Approval of Purchase/Lease (CSD 558) to CSD at least 15 calendar days prior to executing transaction. Transactions without CSD's prior written approval may be disallowed.

4.8.1.7 In all procurements, whether requiring CSD pre-approval or not, Contractor is solely responsible for maintaining adequate procurement records demonstrating compliance with Federal and State requirements.

4.8.1.8 Noncompliance with any of the provisions in this section may result in a disallowance of costs related to the procurement transaction.

4.9 Use and Disposition of Vehicles and Equipment

4.9.1 To ensure compliance with the requirements for vehicles and equipment, Contractor shall comply with Uniform Administrative Requirement, Cost Principles, and Audit Requirements for HHS Awards governing the acquisition of equipment with federal funds set forth in 45 CFR Part 75 (including 45 CFR § 75.320 & § 75.439).

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

To ensure compliance with the requirements for equipment, vehicles, and the maintenance of equipment and vehicle records, Contractor shall adhere to CPN-A 17-01 or as revised. Contractor shall include information relevant to any purchase/lease pre-approval documented in the CSD 558 submitted to, and approved by, CSD, including the date the request was sent to CSD, the item(s) requested, and date of CSD approval in Contractor's property records.

4.9.2 Contractor shall provide the information specified in CPN-A-17-01, including any supporting documents, to CSD upon request.

4.9.3 *Limitation on Use of Funds.* Contractor shall assure that funds received under this Contract shall not be used for the purchase or improvement of land or for the purchase, construction, or permanent improvement of any building or other facility other than low-income weatherization or energy-related home repairs.

4.10 Subcontracts

4.10.1 Contractor may enter into subcontract(s) to provide services pursuant to this Contract in the service area(s) specified in Section 1.2 of Article 1. Subcontracts must require that parties comply with all applicable provisions of this Contract. Such requirement shall not relieve Contractor from any performance obligation created herein, nor from liability for a subcontractor's failure of performance.

4.10.2 If Contractor elects to subcontract for services, the Contractor's Board authorization and approval must be obtained and communicated to CSD in writing together with notice of execution of the subcontract as provided in Section 4.10.3. Contractor's Board, through a resolution or other official documentation, may elect to delegate the signing authority for the approval of subcontractors to the Chief Executive Officer or designated authority unless such delegation is set forth in the bylaws of the agency and a copy of the provision is communicated to CSD.

4.10.3 Within 60 calendar days of the execution of any subcontract, Contractor shall provide written notification to CSD of the execution of the subcontract as well as identifying information, to include the name of the subcontractor entity, its address, telephone number, contact person, contract amount, and program description of each subcontractor activity to be performed by the subcontractor.

4.10.4 Notification of subcontract execution shall contain certification by Contractor that to the best of Contractor's knowledge, the subcontractor is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency. For purposes of this certification of subcontractor eligibility, Contractor may rely on information available at https://www.sam.gov/SAM/pages/public/index.jsf.

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

4.10.5 If CSD determines that Contractor has executed a subcontract with an individual or entity listed as disbarred, suspended, or otherwise ineligible on the Excluded Parties List System as of the effective date of the subcontract, costs Contractor has incurred under the subcontract may be disallowed.

4.10.6 Contractor must ensure that funds expended pursuant to this Contract are allowable and allocable. Contractor must adopt fiscal control and accounting procedures sufficient to enable the tracing of funds paid to any subcontractor to a level of expenditure adequate to establish that such funds have not been used in violation of this Contract. Contractor shall ensure that any subcontracts under this Contract contain all provisions necessary to ensure adequate substantiation and controls of the expenditure of such funds. Contractor may achieve this through detailed invoices, by periodic monitoring of subcontractor's program activities and fiscal accountability, by retaining a right of reasonable access to the subcontractor's books and records, or by any other method sufficient to meet Contractor's responsibility to substantiate costs required by the Uniform Administrative Requirements (45 CFR Part 75).

4.10.7 Contractor shall notify subcontractor(s) in writing within five business days of such action in the event CSD suspends, terminates, and/or makes changes to services to be performed that materially alter the obligation of the subcontractor under this Contract.

4.10.8 Contractor is liable for the failure of performance of the terms, conditions, assurances, and certifications of this Contract, without recourse against CSD over matters involving subcontracts entered into for the implementation of this Contract, including but not limited to disputes, claims, or other legal action for breach of contract, negligence, torts, or criminal acts and other misconduct.

4.10.9 Nothing in this Contract creates or implies a contractual relationship between CSD and any subcontractor or creates any obligation by CSD to any subcontractor. Contractor is liable to CSD for damages to CSD for the acts and omissions of its subcontractors that occur in connection with the implementation of this Contract. Contractor's obligation to pay its subcontractors is independent of any obligation of CSD to pay Contractor, and Contractor shall not represent to subcontractors any such obligation of CSD to pay or ensure payments to subcontractors.

4.10.10 All subcontractors shall be subject to applicable training requirements and shall maintain records of completion and certification in accordance with record-keeping provisions in this Contract.

4.11 Complaint Management Policies and Procedures

4.11.1 Contractor shall establish and maintain policies and procedures for handling

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

complaints and provide applicants an opportunity to register a complaint based on their experience with attempts to obtain services under LIHEAP. The policies and procedures shall be in writing and Contractor shall provide the complaint process to interested individuals upon request.

4.11.2 Contractor shall ensure that all formal complaints are documented and include the date, time, client name and address, and nature of the complaint and the actions undertaken by the Contractor to resolve the issue. For purposes of this section, "formal complaint" means a written complaint filed with the Contractor by the complainant.

4.11.3 If the Contractor's efforts did not result in a resolution, the Contractor may refer the applicant or client to CSD. The Contractor shall contact CSD and explain the issue, actions taken to resolve the issue, and provide CSD with all supporting documentation that indicates the nature and extent of Contractor's effort to resolve the issue.

4.11.4 Contractor shall immediately notify their CSD Field Representative if the Contractor has reason to believe that the complainant will contact the media, a State or Federal oversight agency, or the Governor's Office regarding the complaint.

4.12 Fair Hearing Process for Applications for Denial of Benefits by Contractor

4.12.1 Contractor shall establish a written appeals process to enable applicants who are denied benefits or services, or who receive untimely response or unsatisfactory performance, the right to appeal the decision or performance to the Contractor. Contractor's process shall include, at a minimum, all of the requirements of 22 CCR § 100805 (b) plus:

4.12.1.1 Provisions that ensure that each applicant is notified in writing of the right to appeal a denial of or untimely response to an application, or to appeal unsatisfactory performance. At the time the applicant applies for services, applicant shall be informed of appeal rights, and appeal procedures, to include the right to appeal to both the Contractor and to CSD;

4.12.1.2 Provisions that ensure that Contractor will make a good faith effort to resolve each appeal;

4.12.1.3 Provisions that ensure that Contractor shall notify the applicant in writing of the Contractor's final decision within 15 business days after the appeal is requested. If the appeal is denied, the written notification shall include instructions on how to appeal the decision to CSD. Whenever Contractor notifies an applicant of a denial of an appeal,

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

Contractor shall at the same time provide a copy of the final decision to the Manager of CSD's Energy Services Division; and

4.12.1.4 Provisions to track information on denials and appeals.

4.12.2 Upon receipt of an applicant's appeal of a Contractor's denial of benefits or services, CSD may conduct a hearing in accordance with established procedures. CSD's decision following the appeal and hearing shall be final.

4.13 Fraud, Waste, and Abuse

4.13.1 Contractor shall submit a written report to CSD within 30 calendar days of discovery of incidents and activities, or suspected incidents and activities, involving fraud, waste, and abuse of any LIHEAP funds by Contractor's employees, subcontractors, clients, or other parties affiliated with Contractor, including CSD. Incidents and activities subject to reporting under this section include, but are not limited to, criminal acts and other violations of law constituting a misuse of funds that could result in cost disallowance. Contractor shall inform CSD within 30 calendar days of any reports or complaints submitted to law enforcement officials by Contractor, Contractor's employees, subcontractors, clients, or other parties affiliated with Contractor, concerning the misuse of any LIHEAP funds.

4.13.2 Contractor shall provide Contractor's employees, subcontractors, clients, and other parties affiliated with the Contractor the information necessary to report fraud, waste, and abuse associated with activities and funding covered by this Contract to the U.S. Department of Health and Human Services Office of Inspector General Fraud hotline. Allegations of improper activities by CSD or its employees may be confidentially reported to the Bureau of State Audit's Whistleblower hotline.

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

FINANCIAL REQUIREMENTS

ARTICLE 5 - ADMINISTRATIVE AND PROGRAM EXPENDITURES REQUIREMENTS

5.1 Budget Guidelines

5.1.1 Budget and Allocation Forms

5.1.1.1 Upon execution of this Contract, CSD shall release at least 50% of the anticipated annual allocation as reflected in the allocation spreadsheet. The remaining allocation shall be released when CSD receives funds from HHS.

5.1.1.2 If the LIHEAP annual grant award is yet to be determined and CSD must fund this Contract based on Continuing Resolution appropriations, CSD shall amend the Contract and update the allocation spreadsheet to reflect the Final allocation.

5.1.2 Fund Transfer Requirements

Subject to CSD approval, Contractor may transfer funds between each of the LIHEAP components, e.g., Weatherization and ECIP EHCS.

5.1.2.1 Funding transfers that would increase amounts available for Weatherization above the 25% maximum are prohibited.

5.1.2.2 Fund Transfer in Service Territory with Multi-Service Areas

If Contractor transfers funds from Administrative, Intake, Outreach, and other Support costs to Direct Services and/or Utility Assistance for a specific service area, then later transfer funds from the remaining service areas to replenish the Administrative, Intake, Outreach, or other Support costs such transfer of funds should not unduly impair the equitable provision of services or otherwise disadvantage potential recipients of benefits in any Service Area.

Subsequent transfer of funds to replenish the Support line(s) with Direct Service(s) and/or Utility Assistance funds shall be limited to fund transfer from Service Area(s) that benefited from the preceding transfer.

5.1.3 Sufficient Funds for Crisis Services

Contractor must allocate sufficient funds to offer crisis services through at least March 15, 2025, and in accordance with the Agency Local Plan.

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

5.1.4 Weatherization Waiver

Unless and until HHS grants CSD a weatherization waiver, Contractor may not expend or be reimbursed for costs in excess of the amount reflected in the initial WX Program Column of the allocation spreadsheet. If the weatherization waiver is granted, Contractor may, upon written notification from CSD, expend and will be reimbursed for expenditures up to 100% of the available allocation, as reflected in the WX Program Subtotal Column of the allocation spreadsheet.

5.2 Utility Assistance Expenditure Requirements

5.2.1 The Utility Assistance portion of Contractor's grant shall be retained by CSD to enable CSD to make direct utility assistance payments to clients and/or to utility companies. Contractor's Administrative and Assurance 16 budget line item shall be based on Contractor's total allocation, including Utility Assistance.

5.2.1.1 Energy Crisis Intervention Program (ECIP): Electric and Gas (Fast Track)

The total amount allocated to the ECIP Fast Track Program shall be administered by Contractor in accordance with the terms of this Contract, with payments to recipients issued by CSD.

5.2.1.2 Home Energy Assistance Program (HEAP): Electric and Gas Allocation

The total amount allocated to the HEAP Electric and Gas Program shall be administered by Contractor in accordance with the terms of this Contract, with payments to recipients issued by CSD.

5.2.2 ECIP Payments - Electric and Gas (Fast Track)

Payment for applicant's electric and/or gas energy bills shall be made by CSD directly to the utility company or in the form of a dual-party warrant, payable to the applicant and the utility company. All payments shall be deducted from Contractor's Utility Assistance allocation.

5.2.3 HEAP Payments - Electric and Gas

Payment for applicant's electric and/or gas energy bills shall be made by CSD directly to the utility company or in the form of either a dual-party warrant, payable to the applicant and utility company; or, in the case where the cost of energy is included in applicant's rent, a single-party warrant shall be issued, payable to the applicant. All payments shall be deducted from Contractor's Utility Assistance allocation.

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

5.3 Working Capital Advance and Major Purchase Advances

5.3.1 Working Capital Advance (WCA)

Contractor may, in accordance with applicable law, receive WCA payments of allowable program costs per this Contract, provided Contractor complies with the provisions of this section and guidance issued by CSD as is needed to implement this section. In order to receive a WCA, Contractor's financial management systems shall be compliant with the provisions of this Contract, WCA Requirements, applicable CPNs and CPAs, and the standards for fund control and accountability as established in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards.

5.3.1.1 WCA Requirements include the following standards:

5.3.1.1.1 The WCA shall be for the minimum amounts necessary, timed in accordance with Contractor's immediate cash requirements, which will enable Contractor to carry out the purposes of this Contract;

5.3.1.1.2 WCA Requirements issued by CSD to Contractor, while conforming to the requirements of this Section 5.3.1, shall take into account the practical requirements and limitations of efficient administration and the effective implementation of this Contract by both Contractor and the CSD;

5.3.1.1.3 Interest on Advances. Contractor shall deposit all advances in an interest-bearing account. Interest earned, up to $500 per year, may be retained by Contractor for administrative expenses. The account shall be sufficiently segregated to enable the tracking and accounting of WCA funds issued by CSD. Any interest earned on LIHEAP advances shall be accounted for and expended pursuant to 2 CFR § 200.305(b)(9) (45 CFR § 75.305(b)(9)); and

5.3.1.1.4 Non-advance Payments and Offsets. If Contractor elects not to request a WCA, payment for allowable expenses under this Contract shall be made upon approval by CSD of Contractor's monthly Expenditure Activity Report. If Contractor owes CSD any outstanding balances for overpayments under any contract, current or previous, the balance may be offset, based on arrangements made with the Contractor.

5.3.1.2 Contractor shall adhere to the WCA Requirements outlined in CPN-E-

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

19-001, which is available online at the CSD LAP.

5.3.1.3 Major Purchase Advances

In the event Contractor needs significant cash outlay for large purchases, a special advance may be requested at any time during the contract term. To request a Major Purchase Advance, the following requirements apply:

5.3.1.3.1 Request must be completed via the Major Purchase Advance Request (CSD 144);

5.3.1.3.2 Limited to purchase of items in excess of $10,000;

5.3.1.3.3 No advance will be issued until the Request for Pre-approval of Purchase/Lease (CSD 558) has been approved by CSD;

5.3.1.3.4 Procurements must comply with the open and competitive bid process, which must be documented through the Request for Pre-approval of Purchase/Lease (CSD 558);

5.3.1.3.5 Advance repayment for major purchases will be liquidated upon the first expenditure reporting period following the date of the purchase of the item or items identified in the Request for Pre-approval of Purchase/Lease (CSD 558). An Advance Request (CSD 144) must reflect 100% liquidation in the month following the expected date of purchase;

5.3.1.3.6 Major Purchase Advance requests will not be granted until such time as no less than 50% of the current WCA has been repaid. The combined total amount of the WCA and Major Purchase advance cannot exceed 25% percent of the Contract or the remaining contract balance, whichever is less; and

5.3.1.3.7 Interest on Major Purchase Advances. Contractor should deposit all major purchase advances in an interest-bearing account. Interest earned, up to $500 per year, may be retained by Contractor for administrative expenses. The account shall be sufficiently segregated to enable the tracking and accounting of Major Purchase Advances funds issued by CSD.

5.3.2 WCA and Major Purchase Advance Limits

Pursuant to 22 CCR § 100840(a), the total amount advanced to Contractor at any

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

time, whether in the form of a WCA or Major Purchase Advance, shall not exceed 25% of Contractor's total contract amount, excluding the Utility Assistance allocation amount. If the WCA or Major Purchase Advance request exceeds the remaining balance, then CSD shall only provide Contractor with the amount of the remaining balance. Advance amounts repaid by Contractor may be replaced by additional advances at any time as allowed in this Section 5.3 and corresponding guidance.

5.4 Program Income

5.4.1 Contractor shall maintain records of the receipt and disposition of all "program income" defined in 22 CCR § 100855(c) and pursuant to CPN-A-18-01, as income that is generated or earned as a result of LIHEAP activities.

5.4.2 Determining Net Program Income

5.4.2.1 Except as provided below in Section 5.4.2.2, any costs Contractor incurs in generating program income may be deducted from gross program income to determine net program income.

5.4.2.2 Contractor shall not deduct from gross program income any allowable program expenses for which Contractor has been, or will be, reimbursed from the LIHEAP grant award.

5.4.3 Expenditure, Reporting, and Rollover of Program Income

5.4.3.1 Contractor shall expend program income for allowable program purposes in accordance with the requirements for expenditure of regular LIHEAP funds.

5.4.3.2 Contractor may expend program income during the term of this Contract. Contractor shall report all such expenditures, along with remaining unexpended program income, at the close-out of this Contract or at such other time(s) as CSD reasonably requires.

5.4.3.3 Contractor's unexpended program income at the close-out of this Contract shall roll over to subsequent LIHEAP contract(s).

5.4.3.4 If Contractor has generated program income with leveraged funding source(s) in addition to LIHEAP, the LIHEAP portion of rollover program income must be tracked by Contractor and can be used for allowable LIHEAP expenditures.

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

5.5 Wood, Propane and Oil Returned Payments

5.5.1 Contractor shall maintain a tracking-log of returned payments, including Supplemental WPO payments referenced in CPA-E-21-04, for services provided. Returned payments must not be entered into the Expenditure Activity Reporting System (EARS) or CSD's Combined Outcome Reporting Engine (CORE). Upon receipt of the returned payment Contractor shall make the following attempts to contact client:

5.5.1.1 Make every reasonable attempt to contact client within five business days of receiving the returned payment during the contract term. The following shall constitute a reasonable effort and be maintained in the client file:

5.5.1.1.1 One phone call attempt stating the client has the option to reclaim the returned payment and provide Contractor with the updated vendor information to reissue the returned payment amount; or

5.5.1.1.2 One letter to the client stating the option to reclaim the repayment and provide Contractor with the updated vendor information to reissue the returned payment amount.

5.5.1.2 Hold the returned payment for the client for 10 business days subsequent to all attempts to contact the client.

5.5.1.3 If the client does not contact Contractor within the above time frames the returned payment shall be added to the current WPO allocation tracking log.

5.5.1.4 If Contractor is unable to identify the client of the returned payment the payment can be added to the current WPO allocation tracking log.

5.5.2 Contractor may expend returned payments on WPO services during the term of this Contract. Contractor shall report all such expenditures, along with remaining unexpended returned payments, at the close-out of this Contract or at such other time(s) as CSD reasonably requires.

5.5.3 Contractor's unexpended returned payments at the close-out of this Contract shall be returned to CSD.

5.5.4 Returned payments received after the close-out of the contract shall be promptly returned to CSD.

5.5.5 If Contractor is unable to determine whether the returned payment is funded from

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

the current contract, the returned payment shall be promptly returned to CSD.

5.6 Allowable Costs

5.6.1 Cost Reporting

5.6.1.1 All costs shall be reported using a "modified accrual" or "accrual" method of accounting.

5.6.1.2 Pursuant to the federal block grant and applicable regulations, Contractor may only claim reimbursements for actual, allowable, and allocable direct and indirect costs.

5.6.1.3 Contractor shall report all expenditures at actual cost and shall maintain records and source documentation in such a manner as to substantiate all costs reported.

5.6.2 Administrative

5.6.2.1 General

5.6.2.1.1 Administrative costs shall not exceed the amounts as set forth in allocation spreadsheet.

5.6.2.1.2 Administrative Costs shall mean actual costs for auxiliary functions such as salaries, wages, workers compensation, and fringe benefits for administrative staff, as well as for facilities, utilities, equipment, telephone, travel, accounting, auditing, monitoring assistance, office supplies, and like services necessary to sustain the direct effort involved in administering a grant program or an activity providing services to the grant program.

5.6.2.2 Contractor shall use Uniform Administrative Requirements as a guide for determining administrative costs.

5.6.2.3 Administrative Equipment More Than $10,000—Acquisition Costs

5.6.2.3.1 Acquisition costs shall mean the actual costs associated with the purchase of equipment over $10,000 per unit used for administrative purposes.

5.6.2.3.2 CSD pre-approval is required for the purchases or lease-purchase option of equipment with a total value greater than $10,000 utilizing the Request for Pre-approval of

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

Purchase/Lease (CSD 558).

5.6.2.4 Administrative Out-of-State Travel

Administrative out-of-state travel costs shall mean costs incurred for out-of-state meeting, conferences or training that is critical to administering and/or maintaining LIHEAP. Travel expenses are limited to transportation, subsistence and related items incurred by traveling on official business on behalf of Contractor.

5.6.3 Program Costs

5.6.3.1 General

Program costs are all allowable costs other than Administrative Costs. Program costs include those actual costs that are directly attributable to the performance of this Contract and that are reasonable and necessary as determined by CSD for the purpose of delivering services.

5.6.3.2 Assurance 16

Assurance 16 costs shall not exceed the total amount set forth in the allocation spreadsheet.

5.6.3.3 Intake

Intake shall be allocated at 8% of the Weatherization Budget and 8% of the ECIP/HEAP Direct Services/Utility Assistance Budget based on the Interim Allocations and/or subsequently the Final Allocation. Reimbursement shall be limited to actual cost up to 8% of Final Allocation. Intake in excess of 8% may be charged as an administrative cost not to exceed allowable administrative cost maximum.

5.6.3.4 Outreach

Outreach shall be allocated at 5% each of the Weatherization, ECIP/HEAP and Direct Service/ Utility Assistance, Assistance budgets based on the Interim Allocations and/or subsequently the Final Allocation. Reimbursement shall be limited to actual cost up to 5% of Final allocation.

5.6.3.5 Training and Technical Assistance

Training and technical assistance shall be allocated up to 5% of the total Weatherization allocation and up to 2% of the total ECIP/HEAP

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

allocation based on the Interim Allocations and/or subsequently the Final Allocation. Training and technical assistance shall not exceed these limits and shall be reimbursed at actual cost. Reimbursement shall be limited to actual cost up to 5% of Weatherization allocation, and 2% of ECIP/HEAP allocation.

5.6.3.5.1 If Contractor determines that an increase in the allowable allocation for training and technical assistance is needed to cover the cost of the software database collection system or related automation training as specified below, then Contractor must submit a request to, and obtain prior approval from, CSD.

5.6.3.5.2 Associated training and technical assistance costs may include costs related to travel, admission, materials, client education, and actual salaries/wages. Subcontractor training costs are limited to travel, admission, and materials.

5.6.3.5.3 Training and technical assistance shall include costs associated with the completion of weatherization-related training as specified in the Training Requirement of Section 9.1 of this Contract. Training may include, but not limited to, internal contractor training, safety training, attendance of weatherization-related training to include the software database collection system or other forms of training to aid in the development and skill of staff in utilizing and supporting internal program automation systems, and/or weatherization-related workshops sponsored by utility companies, Department of Energy (DOE), or CSD training. CSD training may include Local Service Provider's Meetings and Association of California Community and Energy Services Roundtable Meetings, and/or other organizations offering a component of weatherization training, and/or is necessary to carry out the direct delivery of services.

5.6.3.5.4 Training for job corps and workforce development trainees shall be limited to required CSD health and safety training sessions, unless otherwise approved by CSD.

5.6.3.5.5 Contractor staff out-of-state travel costs shall mean cost incurred for out-of-state meeting, conferences, or trainings that are critical to carrying out LIHEAP. Travel expenses are limited to transportation, subsistence, and related items incurred by traveling on official business on behalf of the Contractor.

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

5.6.3.6 Acquisition Costs

5.6.3.6.1 Minor Vehicle and Field Equipment Less Than $10,000 – Acquisition Costs.

Minor Vehicle and Field Equipment costs under $10,000 per unit must follow all federal and state rules and regulations governing LIHEAP pertaining to procurement standards.

5.6.3.6.2 Major Vehicle and Field Equipment costs $10,000 or Greater – Acquisition Costs Must Be Pre-Approved

CSD pre-approval is required for the purchases or lease-purchase option of vehicles and field office equipment with a total value of $10,000 or greater, utilizing the Request for Pre-approval of Purchase/Lease (CSD 558).

5.6.3.7 Other Program Costs:

5.6.3.7.1 Other Program Costs

Other Program Costs shall mean the actual costs associated with field staff wages, program management and support wages, ancillary supplies, disposal fees, and Historic Preservation review costs, lodging and per diem, vehicle and equipment repair, maintenance, and fuel, waste breakage, and solar water heating maintenance.

5.6.3.7.2 Workers' Compensation

Workers' Compensation shall mean those actual costs associated with workers' compensation coverage for program staff whose salaries and wages are chargeable under program costs.

5.6.3.8 Liability Insurance

Liability Insurance shall mean those actual costs allocated for insurance bonds, general liability, vehicle insurance, and pollution occurrence insurance (if applicable).

5.6.3.9 General Operating Costs

General Operating Costs may be charged to the program and are for costs that are directly allocable to those activities defined as related

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

facilities, office and computer equipment, office supplies, telephone, travel, and materials and activities to prevent exposure related to COVID-19 as allowable program costs.

5.6.3.10 Automation Costs

5.6.3.10.1 Contractor can expend funds to the Automation Costs (AC) in an amount not to exceed $50,000, to be used to meet contract program startup requirements such as IT automation needs to comply with the Expenditure Activity Reporting System (EARS), Financial Management Module (FMM), Enterprise Combined Outcome Reporting Engine (eCORE), and Combined Outcome Reporting Engine (CORE) ("CSD System") requirements or contractual reporting requirements programmatic in nature, related to CSD System IT expenses, and with ongoing programmatic IT expenses. AC funds are not limited exclusively to CSD System-related IT expenditures, but any IT expense related to CSD System costs incurred including necessary training on upgrades to Contractor's system.

5.6.3.10.2 If Contractor expended funds in a prior year for a system and now wants to purchase a new system with AC funds, Contractor must utilize unrestricted funds and bear the full cost of the conversion to such an alternative system. Contractor may be granted a variance from this requirement provided Contractor's AC plan is appropriately revised and CSD gives its written approval of the plan and request for variance.

5.6.3.10.3 Contractor shall report all automation and IT expenditures related to compliance with the reporting requirements under this Contract in the Automation Costs line item. Such expenditures may include, but is not limited to, computer and IT equipment; approved front-end database acquisition and ongoing subscription costs; IT security implementation costs; and IT systems training. All costs reported in this line item must be directly related to program functions. IT costs related to administrative functions shall be reported as administrative costs pursuant to the Uniform Administrative Requirements.

5.6.3.10.4 Contractors with multiple LIHEAP contracts for the same contract year are limited to reimbursement up to $50,000 per contract. Contractor shall allocate costs among contracts when permitted and may not charge the same costs to more

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

than one contract.

5.6.3.10.5 CSD System-related IT costs charged to the AC shall be submitted for reimbursement in accordance with CSD's normal reporting and accounting procedures.

5.6.3.10.6 CSD System-related IT costs that exceed the maximum AC amount of $50,000 may not be reimbursed by CSD.

5.6.3.10.7 Contractors that remain in contract with their front-end vendor are not required to conduct a procurement for ongoing maintenance, updates or process improvements performed by the front-end vendor.

5.6.3.10.8 Upon approval by CSD, Contractor may procure from, Hancock™ or ServTraq©, a new automated reporting system with supplemental functionality beyond basic CSD System reporting requirements. The following provisions apply to, Hancock™ and ServTraq© System Users:

5.6.3.10.8.1 If Contractor elects to procure a new automated IT reporting system, Contractor shall ensure that the system procured is fully compliant with CSD System requirements. CSD's responsibility is limited to providing Contractor or its vendor with the applicable system specifications, interface and security protocols;

5.6.3.10.8.2 If Contractor expended funds in a prior year for a system and now wants to purchase a new system with AC funds, Contractor must utilize unrestricted funds to bear the full cost of the conversion to such an alternative system. Similarly, Contractor may not use future annual AC funding for such conversion. Any alteration to this provision requires prior written approval from CSD and must include the submission of a revised AC plan; and

5.6.3.10.8.3 Systems and services procured by Contractor in order to obtain implement Hancock™ or ServTraq© system shall be conducted in compliance with Contractor's procurement policy and with all applicable LIHEAP contract

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

requirements, and federal and state law. Contractor may, at Contractor's option, participate in a consortium of local service providers to procure jointly an automated reporting system from Hancock™ ServTraq©, provided Contractor's procurement policy is not violated in such a manner as to render the process flawed or unfair. Contractor may rely on any local service provider subject to this contract to conduct the procurement on Contractor's behalf provided, however, that: 1) Contractor shall not be absolved from fulfilling applicable procurement obligations and requirements; 2) Contractor shall review all pertinent procurement documentation for sufficiency; and 3) make such documentation available to CSD upon request.

5.6.3.11 Weatherization Program Activities

Weatherization Program Activities shall mean those costs associated with the installation of measures to those dwellings weatherized and reported as completed, to include but not limited to, assessment, diagnostic testing, labor, materials, subcontractors, environmental inspections, permits, Home Energy Rating System (HERS Raters), and Environmental Hazard Work weatherization materials.

5.6.3.12 ECIP Emergency Heating and Cooling Services (EHCS)

ECIP EHCS shall mean those costs associated with emergency heating and cooling, and water heating repair and replacement services and other related costs, including costs associated with labor, materials, subcontractors, permits, HERS Raters, Environmental Hazard Work weatherization materials, and diagnostics all as further defined by the ECIP Policy and Procedures, and the Severe Weather Energy Assistance and Transportation Services (SWEATS) Policy. The ECIP Policy and Procedures is hereby incorporated by reference to this Contract and available on the CSD LAP.

5.7 Service Area Expenditures Requirements

5.7.1 For purposes of this section the following definitions apply:

"Service Area" means the geographical area for which Contractor receives a discrete grant allocation, whether in a contract pertaining to that geographical area

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

alone, or in a contract covering multiple geographical areas, as for example, multiple counties.
"Service Territory" means the totality of Contractor's Service Area(s), whether: 1) a single county; 2) a portion of a single county; 3) multiple counties; or 4) a single county in combination with a portion of another county. Accordingly, the single Service Area or combined Service Areas for which Contractor provides services constitutes Contractor's Service Territory.

"Target Allocation" means the sum of money from the LIHEAP state grant designated by CSD for expenditure in a designated Service Area.

"Target Service Area" means the service area for which a grant allocation has been designated on the LIHEAP Allocation Spreadsheet attached to this Contract.

Note: If Contractor provides only some LIHEAP services to a Service Area, e.g., weatherization services only or utility assistance services only and another contractor provides other LIHEAP services in the same Service Area, the contractors are co-service providers with respect to the Service Area in question and each is responsible for that portion of the grant allocation applicable to the services it provides. Contractor's Service Territory includes a Service Area in which the grant allocation is split with another contractor.

5.7.2 This section shall apply to Contractor if any of the following pertain:

5.7.2.1 This Contract involves funding for LIHEAP services provided by Contractor in multiple Service Areas; or

5.7.2.2 Contractor provides only some of the LIHEAP services in multiple Service Areas under the terms of this Contract; or

5.7.2.3 Some combination of 5.7.2.1 and 5.7.2.2 above.

5.7.3 The Target Allocation(s) specified in this Contract shall be used either: a) to provide services within the geographical boundaries of Target Service Area(s) to which the allocation applies; or b) on behalf of the recipients of benefits who reside within the Target Service Area(s), thereby ensuring that the low-income persons in each Target Service Area receive their appropriate share of the grant award and that direct program funds designated for a particular Target Service Area are not expended for services in another Service Area without good cause.

5.7.3.1 Contractor is required to expend at least 90% of the applicable Target Allocation(s) in each Target Service Area(s).

5.7.3.2 Contractor shall, as requested by CSD, submit a LIHEAP Production Plan estimating the number of households served by the designated

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

allocation for each Target Service Area and the Agency Local Plan explaining how Contractor will conduct targeted outreach activities, identify service needs in Target Service Areas and track expenditures.

5.7.3.3 At the time of close-out, Contractor shall submit a report comparing Contractor's production estimates, by Service Area, to actual expenditures, what lessons were learned, and what changes in operations are anticipated in coming years.

5.7.3.4 Contractor may, subject to CSD's written approval, expend a portion of a Target Allocation in another service area in which Contractor provides services pursuant to this Contract, under the following circumstances:

5.7.3.4.1 When there is no acute need or ready opportunity for full expenditure of direct program funds in the Target Service Area; and

5.7.3.4.2 When Contractor can readily expend direct program funds in an alternate service area to avoid under expenditure or a loss of funding.

5.7.4 Notwithstanding the provisions of Section 5.7.3, Contractor is authorized under the terms of this Contract to combine the Administrative, Intake, Outreach, Assurance 16, and other program support costs, including liability insurance, workers' compensation, and general operating portion of grant allocations for multiple Service Areas for purposes of efficiency and effective contract implementation, provided such combining of funds does not unduly impair the equitable provision of services or otherwise disadvantage potential recipients of benefits in any Service Area.

5.8 Reimbursement Guidelines

5.8.1 Claims for Reimbursement

Pursuant to the federal block grant statute and applicable regulations, Contractor may only claim reimbursements for actual, allowable, and allocable direct and indirect costs. Contractor shall report actual costs incurred for actual expenditures up to any applicable maximum amounts set by this Contract.

5.8.2 Assurance 16

5.8.2.1 Assurance 16 costs and its related services include those actual costs that are directly attributable to the performance of this Contract and that are reasonable and necessary as determined by the CSD for the purpose of delivering services. Assurance 16 costs shall include needs assessment,

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

client education, budget counseling, and coordination with utility companies.

5.8.2.2 Contractor may claim Assurance 16 costs for client education only once when LIHEAP and DOE or DOE BIL funds and services are provided concurrently in the same residential dwelling unit.

5.8.3 Wood, Propane, and Oil Assistance

5.8.3.1 HEAP WPO

Contractor may claim reimbursement for HEAP WPO expenditures and activities expenditures as required in accordance with the terms of this Contract.

5.8.3.2 ECIP WPO

Contractor may claim reimbursement for ECIP WPO expenditures in accordance with the terms of this Contract.

5.8.3.3 Tank Repair

Contractor may claim reimbursement for the cost of tank repair separate from the HEAP WPO, ECIP WPO and Supplemental WPO payment as outlined in CPA E-21-04 WPO Benefit Formula Implementation and subsequent CPA modifications.

5.8.4 Weatherization and EHCS Specific

5.8.4.1 Contractor may claim reimbursement for Weatherization-related activities under the terms of this Contract as documented on the CSD Dwelling Assessment Form (CSD 540) or approved Contractor's equivalent for each eligible household not previously weatherized.

5.8.4.2 Contractor shall ensure that duplicate billings for the same product or service do not occur.

5.8.4.3 All service completed dwellings unit shall be submitted for payment within 90 calendar days of completion or by the due date of the last reporting period of this Contract, whichever is less. A service completed unit shall not be carried over into another contract period, except when there are insufficient funds to cover a portion or the entire cost of rendered services. In the event a completed unit is billed in the subsequent contract, the Contractor must also ensure that the applicant meets the income eligibility requirements.

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

5.8.4.4 Contractor may claim reimbursement for labor and material expenses associated with Environmental Hazard Work activities intended to assure the health, safety, and well-being of workers and dwelling occupants during the performance of in-home Weatherization and EHCS services under this Contract. Environmental Hazard Work activities include activities to prevent exposure related to the disturbance of asbestos, lead paint and the COVID-19 virus. Materials shall include items that are disposable or have temporary use, such as Tyvek suits, hand sanitizer, cleaning supplies, disposable face masks, HEPA vacuum cleaner bags/filters, etc. Labor shall include those activities related to prepping and cleaning within the workspace to prevent contamination.

5.8.4.5 For emergency ECIP EHCS provided outside Contractor's normal business hours of operations, Contractor may exceed the maximum cost limits allowed for repair and replacement services. Contractor shall not request reimbursement for more than one heating, cooling, or water heating unit repaired or replaced per household.

5.8.4.6 Measure Reimbursement

5.8.4.6.1 Measure Maximums

5.8.4.6.1.1 For those Weatherization and EHCS measures that have an established maximum rate, the reimbursement amount shall be equal to the actual labor costs of Weatherization or EHCS crew members and the actual cost of the materials, subcontracted services not to exceed the maximum reimbursement allowable.

5.8.4.6.1.2 Weatherization or EHCS measure costs exceeding the maximum reimbursement limit cannot be offset by charging the cost difference to another weatherization measure or another CSD program.

5.8.4.6.1.3 When costs for a measure exceed the maximum reimbursement allowed, Contractor shall obtain prior written approval from CSD to exceed the maximum cost reimbursement and/or quantity limit for weatherization and ECIP HCS measures as described in Reimbursement Rates for Weatherization and ECIP EHCS Activities. Otherwise, at the Contractor's discretion, Contractor may elect to not provide the

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

weatherization measure/service in the event the total cost exceeds the maximum cost reimbursement.

5.8.4.6.2 Assessments and Diagnostics

5.8.4.6.2.1 Contractor may claim reimbursement for dwelling assessment for each eligible household.

5.8.4.6.2.2 Contractor may claim reimbursement for dwelling assessment for each eligible unit not previously weatherized.

5.8.4.6.2.2.1 For dwellings weatherized under this Contract, Contractor may claim reimbursement for a modified dwelling assessment, as defined in Article 13, to perform reweatherization.

5.8.4.6.2.2.2 If the useful life term has expired for measures previously installed, or other measures meet feasibility criteria, Contractor may claim a full dwelling assessment to perform reweatherization services.

5.8.4.6.2.3 If a dwelling was previously weatherized under a nonfederal program, the dwelling and occupant eligibility must be recertified; therefore, Contractor may claim reimbursement for assessment of dwelling.

5.8.4.6.2.4 In the case of an un-weatherized dwelling where the installation of measures was not feasible, and/or the dwelling was not accessible to install measures, Contractor may claim reimbursement for any related assessments and/or diagnostic checks that were performed.

5.8.4.6.2.5 Contractor may claim reimbursement for dwelling assessment only once when LIHEAP and DOE or DOE BIL funds are used concurrently in the same unit.

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

5.8.4.6.2.6 HERS Rater and permit fees are acceptable expenses and may be charged only once per dwelling to ECIP EHCS or LIHEAP weatherization or DOE or DOE BIL weatherization per weatherized dwelling. HERS Rater fee and permit reimbursement include subcontractor cost, staff time on job site, and fees that will be reimbursed based on the actual cost.

5.8.4.6.3 Labor Reimbursement

5.8.4.6.3.1 Contractor shall bill the number of actual labor hours and actual labor cost incurred by weatherization crew members or other persons associated with the installation, assessment and inspection of weatherization measures, removal of debris and appliances, the procurement of permits and services performed by HERS Raters.

5.8.4.6.3.2 Contractor must substantiate all actual labor hours and labor costs charged.

5.8.4.6.3.3 Actual labor hours and costs for weatherization and EHCS services shall not exceed the cumulative number of hours on the job site and shall be substantiated with client file documentation, job schedules, and payroll time records.

5.8.4.6.3.4 When the installation of a measure is subcontracted and there are billable labor hours for weatherization and/or Contractor's crew members who participate in the installation of that subcontracted measure, Contractor may bill, in addition to the subcontracted expenditure, the actual labor hours and labor costs incurred by Contractor's crew members.

5.8.4.6.3.5 Labor expenses for weatherization service delivery shall exclude labor expenses associated with training, travel to weatherization job sites, staff time not associated with the direct installation and/or performance of

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

weatherization services and activities on the job site, downtime and general operating expenses as provided in subsection 5.8.4.6.5 Other Program Costs.

5.8.4.6.3.6 Lead Safe Weatherization

Contractor may claim reimbursement for renovator certification, defined as field-related labor costs associated with performing lead renovator certification for ensuring lead paint safety on weatherized dwellings built prior to 1978.

5.8.4.6.4 Heating and Cooling Services (HCS/EHCS)

5.8.4.6.4.1 If, during the course of repairing a defective unit, additional problems are found that would increase the cost of repairs to an amount beyond the established limits for repairs, Contractor may claim reimbursement for incurred costs related to the repair in addition to those costs associated with the replacement of the heating/cooling appliance.

5.8.4.6.4.2 Dwellings in which a single appliance has been both repaired and replaced within the same Weatherization and/or ECIP EHCS component, or under a call-back, Contractor may claim reimbursement for both the repair and the replacement of the appliance. Contractor shall report the single appliance as both a repaired and replaced appliance.

5.8.4.6.4.3 For multi-unit dwellings with a common system (water heater, heating and/or cooling), Contractor shall prorate the cost of each common system among all dwelling units within that building envelope.

5.8.4.6.4.4 Duct repairs and replacements can only be charged to ECIP EHCS when provided in conjunction with emergency heating/cooling services performed under EHCS.

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

5.8.4.6.5 Other Program Costs

5.8.4.6.5.1 Wages—Field Staff

Contractor may request reimbursement for the actual labor costs including benefits related to weatherization supervisors, assessors, inspectors, and crew members that are allocable to the program but not associated with the direct installation and/or performance of weatherization services/activities on the job site and training, including, but not limited to: job scheduling, job preparation, travel time, disposal of appliances and materials, building and prepping of weatherization materials away from the job site and downtime in accordance with any guidance issued by CSD.

5.8.4.6.5.2 Wages – Program Management and Support

5.8.4.6.5.2.1 Contractor may request reimbursement for the actual labor costs related to program management and support staff directly responsible for the direct management and oversight over the LIHEAP Weatherization and EHCS program activity or providing direct support to ensure the successful delivery of weatherization services.

5.8.4.6.5.2.2 Reported costs may include labor costs associated with performing direct support in coordinating the delivery and tracking of LIHEAP Weatherization and EHCS program activity, including but not limited to: job scheduling, collating and aggregating of weatherization activities and materials, staff time associated with Historic Preservation Review activities, obtaining permits, and coordination of subcontracted services.

5.8.4.6.5.3 Lodging and Per Diem

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

Contractor may claim reimbursement for lodging and per diem related to the installation of weatherization measures subject to travel and per diem as described in the Travel and Per Diem Section Article 4.6 of this Contract.

5.8.4.6.5.4 Disposal Fees

Disposal fees are acceptable expenses and may be charged only once to ECIP EHCS, or LIHEAP Weatherization per appliance and building material waste. Disposal fee reimbursement is limited to the actual cost of the fee.

5.8.4.6.5.5 Vehicle and Equipment Repair, Maintenance and Fuel

5.8.4.6.5.5.1 Contractor may claim reimbursement for expenses related to upkeep and maintenance of vehicles and equipment used in the direct delivery of weatherization services and EHCS. Allowable costs shall be limited to expenditures associated with the maintenance of the vehicles and equipment, fuel, and oil.

5.8.4.6.5.5.2 Contractor shall maintain records for fuel expenditures, vehicle maintenance, and vehicle usage to substantiate allowable travel costs related to and allocable to LIHEAP weatherization.

5.8.4.6.5.6 Historic Preservation Reviews

Historic Preservation Reviews means those expenses that are subcontracted to a third-party to perform the collection and reporting of potential weatherization properties subject to Historic Preservation Review requirements.

5.8.4.6.5.7 Waste Breakage

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

Waste breakage are those expenses associated with weatherization materials that have been damaged and are part of Contractors' inventory or special-order materials that are allocated to CSD programs. The cost of weatherization materials that are damaged and benefit multiple programs must be prorated accordingly. Costs must be directly associated to net changes in inventory and not associated with materials chargeable to another measure line item. Reimbursement for waste breakage is not allowable for subcontractors.

5.8.4.6.5.8 Ancillary Supplies

Ancillary supplies are additional low-cost materials or supplies (such as nuts, bolts, screws, and washers) necessary to install a weatherization measure and not easily attributable to a specific measure or dwelling. Costs of ancillary supplies that benefit multiple programs must be prorated accordingly. Costs must be directly associated to net changes in inventory and not associated with materials chargeable to another measure line item. Reimbursement for ancillary supplies is not allowable for subcontractors.

5.8.4.6.5.9 Solar Water Heating Maintenance

Solar Water Heating (SWH) Maintenance are scheduled maintenance service, as established by the manufacture, in order to maintain the SWH system in good working condition.

5.8.4.7 Dwelling Status

5.8.4.7.1 Completed Units

5.8.4.7.1.1 Except as otherwise provided in the CSD Technical Reference Manual (TRM), Contractor shall not report a weatherized dwelling as completed nor shall Contractor request reimbursement for a weatherized dwelling until all weatherization measures identified as

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

feasible during the dwelling assessment have been installed, and inspected by a Quality Assurance Inspector, and all inspection fails have been resolved.

5.8.4.7.1.2 Contractor shall not bill for incomplete units or close a unit with outstanding, unfinished weatherization measures in order to receive reimbursement for work completed. If there are measures found to be non-feasible by crew members after the initial assessment, the reason for the non-feasibility shall be documented in the client file and, the job shall be reported as completed in accordance with subsection 5.8.4.7.1.1.

5.8.4.7.1.3 Contractor shall reimburse CSD for all costs associated with the delivery of weatherization services covered under this Contract to dwellings occupied by households ineligible for weatherization assistance at the time such services were provided.

5.8.4.7.1.4 ECIP EHCS

Dwelling units receiving services under ECIP EHCS may be reported as completed and billed immediately upon the completion of ECIP EHCS measures regardless of the completion status of weatherization measures installed in the same dwelling.

5.8.4.7.1.5 If Contractor is not able to complete weatherization or ECIP EHCS direct services during the Contract term, Contractor may complete the dwelling in the next contract year. If Contractor completes the dwelling in the next contract year, Contractor must verify the client meets the income eligibility requirements for the following year in order for the measures and dwelling to be eligible for reimbursement.

5.8.4.7.2 Building Permits

5.8.4.7.2.1 Contractor shall obtain all required permits in

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

accordance with the TRM, prior to the commencement of all work performed, unless work is performed as a result of an emergency requiring immediate action where there is an imminent danger and requesting a permit would hinder the Contractor's ability to resolve the emergency. If an emergency is remedied, Contractor shall apply for a permit as soon as reasonably possible.

5.8.4.7.2.2 Penalties or fines imposed on Contractor or subcontractor by the local authority or building department are not allowable costs.

5.8.4.7.3 Previously Weatherized Dwellings

If the previous weatherization was performed under a nonfederal program or under this Contract, the occupant eligibility must be verified, and Contractor may seek reimbursement for the associated outreach and intake costs.

5.8.4.7.4 Managing Alternative Funding

Contractor may perform services and install energy efficiency and/or other measures in a qualified dwelling as provided herein and in accordance with requirements of any other CSD program and compatible non-CSD funded program, if in the best interest of the client, provided:

5.8.4.7.4.1 Reimbursement for Weatherization or EHCS activities is claimed only once when LIHEAP or any other funding source, are used concurrently in the same unit;

5.8.4.7.4.2 Contractor may divide materials and labor cost of a single measure among LIHEAP, or other CSD programs when the single measure in question is installed in a dwelling where Weatherization or EHCS services are provided concurrently under these programs; and

5.8.4.7.4.3 Contractor shall not bill multiple funding sources for the same product or service unless costs are allocated in such a manner that billing is not duplicative and Contractor receives no

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

more than the total cost of the products and services provided. The amount billed under both LIHEAP and the alternative funding source cannot exceed the installation cost and maximum reimbursement rate for the measure.

5.8.4.7.4.4 Individual measure leveraging is allowable involving the use of LIHEAP funds and an alternative funding source in accordance with TRM Appendix D Energy Audit/Priority List Protocol, Section 5.0., Managing Alternative Funding.

5.8.5 SWEATS

5.8.5.1 Reimbursement shall be in accordance with CPN-E-20-01 SWEATS Policy.

5.8.5.2 Public Safety Power Shut-Off Preparedness (PSPS) reimbursement shall be in accordance with CPN-E-20-02 PSPS Emergency Preparedness Pilot Policy and CPN-E-02M3.

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

ARTICLE 6 - REPORTING POLICIES AND PROCEDURES

6.1 Reporting Requirements

6.1.1 General

6.1.1.1 Contractor shall submit required client/job detailed data for Weatherization and ECIP EHCS activities to CSD's Weatherization Database on a monthly basis, for the period in which the service activity occurred and for which reimbursement for the service activity is requested.

Similarly, adjustments shall be submitted for the monthly period in which services occurred.

6.1.1.2 Contractor shall request reimbursement for expenditures associated with all Contract activities (excluding ECIP Fast Track and HEAP Electric and Gas) by reporting in the EARS, in accordance with CPN-E-19-002 Energy Reimbursement Policies and Procedures.

6.1.1.2.1 Expenditures for Admin, Assurance 16, Intake, ECIP WPO, HEAP WPO, ECIP EHCS, SWEATS, and EHA-16 program costs shall be reimbursed through the LIHEAP Monthly EHA 16 Expenditure Activity Report via EARS.

6.1.1.2.2 Expenditures for Weatherization Program Costs and Activities shall be reimbursed through the LIHEAP Monthly Weatherization Expenditure Activity Report via EARS.

6.1.1.2.3 Contractor shall submit adjustments in accordance with CPN-E-19-002.

6.1.1.2.4 Payment to Contractor for any given month shall be contingent upon receipt and approval by CSD of the preceding monthly submission.

6.1.1.3 Contractor shall ensure that the data reported in the Weatherization Database and the request for reimbursement reported in EARS, reconcile in accordance with CPA-E-18-005.

6.1.1.4 Contractor shall submit client details electronically to CORE for ECIP Fast Track, HEAP Electric and Gas, ECIP WPO, and HEAP WPO.

Contractor shall submit to CORE, applications that have received a pledge for ECIP Fast Track or HEAP Electric and Gas to CORE, within

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

the timeframe specified in the Direct Pay Utility Pledge Timeframe document located on the contract page of the CSD Local Agencies Portal.

6.1.1.5 Contractor shall submit requested client files, records, and documents to the File Transfer Protocol (FTP) Server as requested by CSD. CSD shall use Contractor submitted documents to perform an in-house desk review to verify compliance with financial, administrative, and programmatic requirements.

6.1.1.6 Reporting System Requirements

6.1.1.6.1 CSD will provide Contractor with specifications of minor IT reporting changes or other minor changes, and upon receipt of the specifications, Contractor shall implement system changes in their local system within 30 calendar days. Minor changes are those that are routine in nature to begin performance under the Contract such as but not limited to adjustments to the Expenditure Activity Report layout, adding or deleting measures and adjusting eligibility guidelines.

6.1.1.6.2 Major reporting changes, upon receipt of the specifications, shall be implemented in Contractor's local system as negotiated by CSD. Major IT system changes are those changes made to the business rule validations as listed in the most current Weatherization DTR and/or new field lines as outlined in the Data Transfer Reference Document (Schema-Breakdown). The most current Weatherization DTR and Data Transfer Reference Document (Schema-Breakdown) are located on the CSD Local Agencies Portal on the System Specification website page.

6.1.2 Solar Warranty and Maintenance Reporting

Contractors participating in the Solar Water Heating (SWH) Project shall report to CSD whenever warranty work and/or maintenance are required on any Solar Water Heating Systems installed under the SWH Program and CSD's Low-Income Weatherization Program (LIWP). The SWH Warranty and Maintenance Report shall include a written description of the following:

6.1.2.1 Dwelling address at which warranty and/or maintenance work was provided;

6.1.2.2 Reason for warranty and/or maintenance work (what was the problem);

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

6.1.2.3 The date (or dates) on which warranty and/or maintenance work was provided; and

6.1.2.4 List of the costs charged to the LIHEAP contract for the warranty and/or maintenance work.

The SWH Warranty and Maintenance Report shall be submitted no later than 30 calendar days after the month in which reimbursement for the warranty and/or maintenance work is requested.

The SWH Warranty and Maintenance Report shall be submitted, via email, to wx@csd.ca.gov with the words "SWH Warranty and Maintenance Reports" in the Subject line.

Contractor shall retain all warranty and maintenance reports for the life of the warranty.

6.1.3 CSD Review and Approval of Reports

6.1.3.1 CSD shall review and approve Contractor's monthly reimbursement/activity reports before offsets to advances or reimbursement payments are issued. CSD will conduct an ongoing evaluation of Contractor's performance related to program and fiscal operations and its demonstrated ability to effectively utilize all funds available under this Contract.

6.1.3.2 The issuance of other CSD contracts, including reimbursement payments to the Contractor, shall be contingent upon timely receipt of the required reports and/or compliance with the material requirements of this Contract.

6.1.4 Close-out Report

6.1.4.1 Contractor shall submit on appropriate CSD forms, a close-out report, verifying all actual, allowable, and allocable costs earned during the term of this Contract and return all excess reimbursement and unexpended funds to CSD within 90 calendar days of the expiration of this Contract. If Contractor fully expends funds prior to the end of the contract term, all appropriate CSD close-out forms shall be submitted within 90 calendar days of final expenditure.

6.1.4.1.1 Administrative costs, outreach, intake, Assurance 16, Training and Technical Assistance shall not exceed the maximum allowable amounts.

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

6.1.4.1.2 Administrative and Assurance 16 costs shall remain proportionate to the cumulative allowable program expenditures for Direct Services and Utility Assistance. Any Administrative and Assurance 16 costs that exceed these limits shall be disallowed.

6.1.4.1.3 Subsequent payments, including advance payments, for LIHEAP or other CSD contracts may be withheld, absent timely receipt of the close-out report of this Contract.

6.1.4.2 The issuance of other CSD contracts, and reimbursement and advance payments for existing contracts, may be withheld, absent receipt of the close-out report which is due no later than 90 calendar days after Contractor fully expends or the end of the Contract term.

6.1.4.3 The close-out report shall include the following:

6.1.4.3.1 LIHEAP Close-out checklist and Certification of Documents Transmitted with authorized signature (CSD 733);

6.1.4.3.2 LIHEAP Close-Out Reconciliation Report (CSD 733F);

6.1.4.3.3 Report comparing production estimates, by Service Area, to actual expenditures, what lessons were learned, and what changes in operations and service delivery are anticipated in coming years; and

6.1.4.3.4 LIHEAP Close-Out Equipment Inventory Schedule (CSD 733G).

6.1.4.4 Interest and Program Income-Earned

Contractor shall use a CSD 733F, LIHEAP Interest and Program Income Earned Close-out Reconciliation, to report actual costs and/or interest income earned and expended. Pursuant to 22 CCR § 100855 and in accordance with CPN-A-18-01 Program Income, program income earned and expended are subject to the expenditure and reimbursement guidelines for the program year in which expenditures occurred.

6.1.4.5 Any weatherization materials purchased with the funds under this Contract and remaining at the Contract expiration shall be credited against Contractor's weatherization materials expenditures under this Contract and charged to whatever other weatherization program Contractor may have in effect. If Contractor has no other weatherization program in effect, CSD shall determine how the materials will be disposed and what, if any, financial adjustments are required.

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

SUBVENTION CONTRACT

PROGRAMMATIC REQUIREMENTS

ARTICLE 7 - PROGRAM POLICIES AND PROCEDURES

7.1 LIHEAP Agency Local Plan

7.1.1 Contractor shall submit an annual LIHEAP Agency Local Plan to CSD by a date as determined by CSD. The LIHEAP Agency Local Plan is intended to systematize the gathering of planning information to assist CSD with its obligations under federal statute to provide programmatic assurances to the Secretary of the U.S. Department of Health and Human Services under the LIHEAP block grant and to enable the Contractor to plan and propose an annual budget that is consistent with the purposes of the Low-Income Home Energy Assistance Program and reflective of the needs of the local low-income population.

7.1.2 Contractor shall ensure its LIHEAP Agency Local Plan documents reflect that its proposed services and activities are in compliance with federal and State law governing the LIHEAP block grant, or CSD may require Contractor to amend or supplement the responses or documentation prior to execution of this Contract by CSD.

7.1.3 CSD's approval of Contractor's LIHEAP Agency Local Plan documents does not constitute approval of any costs expended under this Contract. Contractor shall ensure all expenditures comply with federal and state requirements that the actual costs are allowable and allocable in accordance with applicable statutes, regulations, and the provisions of this Contract.

7.2 Program Standards and Regulatory Requirements

7.2.1 Program Standards

7.2.1.1 Contractor shall adhere to all CSD program standards pursuant to the following documents which have been incorporated by reference and made part of this Contract as if attached hereto:

7.2.1.1.1 CSD Technical Reference Manual (TRM);

7.2.1.1.2 ECIP Policy and Procedures;

7.2.1.1.3 Official State and Federal Program Notices and Guidance Documents;

7.2.1.1.4 Current Eligibility and Verification Guide;

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

7.2.1.1.5 Weatherization DTR;

7.2.1.1.6 Utility Assistance Data Transfer Business Rules: and

7.2.1.1.7 CSD Training Policies and Procedures Manual (TPPM).

7.2.1.2 In the event of inconsistencies between policies and field protocols contained within the TRM and/or the Weatherization Policies and Procedures and this Contract, Contractor shall abide by the terms of this Contract.

7.2.2 Regulations

7.2.2.1 Standards contained in the most current Uniform Building Code and local city and county codes shall take precedence over the CSD TRM if the code requirement is not included in the manual and/or is more stringent.

7.2.2.2 Contractor shall ensure that all work performed complies with the most current and applicable provisions of the California Energy Commission Building Energy Efficiency Standards, Alterations under Title 24, Part 6, of the California Code of Regulations, California Home Energy Rating System (HERS) Program regulations.

7.2.2.3 Services provided to all covered pre-1978 dwellings shall comply with the most current Environmental Protection Agency rules in 40 CFR Part 745 et seq., Lead-Based Paint Poisoning Prevention in Certain Residential Structures, and the Housing and Urban Development rules in 24 CFR Part 35 et seq., and Lead-Based Paint Poisoning Prevention in Certain Residential Structures.

7.2.2.4 All materials utilized for weatherization and ECIP EHCS purposes shall conform with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

7.2.2.5 All materials used must comply with TRM material specifications for LIHEAP.

7.2.3 Title 24

7.2.3.1 Contractor shall, when required by its local jurisdiction, obtain a building permit when additions or alterations of existing residential buildings are performed or when a component, system, or equipment of an existing building breaks, cannot be repaired and must be replaced.

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

7.2.3.2 Title 24 requirements are applicable only to energy conservation measures and Health and Safety replacement of heating, cooling, and water heating appliances performed in dwellings located within specific California Energy Commission (CEC) Climate Zone areas. Requirements to be applied are those specific to the California Energy Commission (CEC) Climate Zone where the dwelling is located. For a listing of the CEC climate zones, refer to the CSD Local Agencies Portal website at https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx under the Weatherization Resources section.

7.2.3.3 Contractor shall obtain the services of a qualified HERS Rater when required to perform required field verification and diagnostic testing on applicable weatherization measures and building alterations performed under this Contract.

7.2.3.4 Contractor shall ensure the HERS Rater is an independent entity from the Contractor or subcontractor performing the building alteration and/or energy-efficiency improvement being tested and verified and has no financial interest in the work performed.

7.2.4 Pre-1978 Dwellings

7.2.4.1 Lead-based paint is presumed to be present in all pre-1978 units unless the dwelling unit has previously been certified by a California Certified Inspector/Risk Assessor to be lead-free.

7.2.4.2 Dwellings not previously certified to be lead-free, built prior to 1978, and receiving weatherization services in which painted surfaces exceeding de minimis levels are disturbed, require the successful achievement of lead-safe standards after the completion of weatherization services.

7.2.4.3 Contractor shall assure that an Environmental Protection Agency (EPA) Certified Renovator performs the post-weatherization verification after the completion of weatherization services and that the Assessor deems the weatherized meets EPA Renovation, Repair, and Painting Rule lead-safe standards.

7.2.4.4 HUD units not previously certified to be lead free, built prior to 1978, and receiving weatherization services in which painted surfaces exceeding de minimis levels are disturbed, require the successful achievement of lead-safe standards after the completion of weatherization services. Contractor shall assure that a third-party California Certified Inspector/Risk Assessor performs the clearance

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

inspection after the completion of weatherization services and that the Assessor deems the weatherized HUD unit as lead-safe.

7.2.4.5 Contractor shall document notification to tenants of multi-unit housing of weatherization and/or renovation activities in common areas using the Notice of Weatherization/Renovation (CSD 320) or approved Contractor's equivalent and Record of Tenant Notification Procedures (CSD 322) or approved Contractor's equivalent.

7.3 Prioritization of Services

7.3.1 Contractor shall conduct ECIP, HEAP, and Weatherization activities in accordance with the Agency Local Plan in Article 14.

7.3.2 Contractor shall design activities to provide assistance to low-income households in meeting their home energy costs, particularly those with the lowest incomes that pay a high proportion of household income for home energy, and that such methods to be utilized, and shall assure that eligible households, particularly those households with elderly individuals, disabled individuals, or children five years and under are made aware of the assistance available under this Contract.

7.4 Service Priority Guidelines

7.4.1 Contractor shall give first priority for services to those households with the lowest income and highest energy burden. In addition, Contractor shall factor into its first priority for services those households with the following vulnerable populations: young children (ages five years or under), disabled, and elderly persons (ages 60 years or older), in accordance with the Agency Local Plan.

7.4.2 Contractor may give first priority for services to those households whose members have life-threatening emergencies.

For the ECIP Fast Track, HEAP Electric and Gas, ECIP WPO and HEAP WPO program components, Contractor shall assign prioritization points consistent with the Agency Local Plan in Article 14.

7.4.3 Due to limited funding, contractors are discouraged from providing either:

7.4.3.1 Energy assistance benefits to households with substantial credit(s) on its utility bills; and/or

7.4.3.2 Weatherization services to dwellings previously weatherized under LIHEAP within the past four years. Contractors shall prioritize services to previously weatherized dwellings in accordance with the Agency Local Plan in Article 14.

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

7.4.4 Equitable Treatment

Contractor shall ensure that owners and renters receive equitable treatment under this program.

7.5 Outreach and Intake Activity Guidelines

7.5.1 Outreach

Contractor shall perform appropriate outreach activities to ensure that households in the service area(s) are informed about all LIHEAP services and have an opportunity to apply for such services.

7.5.2 Intake

Contractor shall use intake program funds for determining eligibility of applicants seeking LIHEAP services. Services include the process of completing an intake application and reviewing applicant documentation. Contractor shall:

7.5.2.1 Establish reasonable hours whereby applicants will have access during regular business hours to seek program information with an assurance that the Contractor shall respond to the applicant's request within a reasonable amount of time;

7.5.2.2 Ensure applicants have access to applications, whether in hardcopy, electronic format, during regular business hours. Contractors whose offices are not staffed Monday through Friday must arrange for alternative points of access to LIHEAP applications. Contractor may satisfy this requirement by posting their application for download on their website or post a link directing applicants to an application posted at CSD's website at www.csd.ca.gov or at alternate location(s) or by mailing applications;

7.5.2.3 Accept applications for assistance during regular business hours;

7.5.2.4 Accept applications for ECIP Fast Track and WPO at sites that are geographically accessible to all households in the area served by Contractor;

7.5.2.5 Provide low-income individuals who are physically infirm with the means to submit applications for HEAP and ECIP without leaving their residences;

7.5.2.6 Ensure that all sites where intake is conducted are accessible to the disabled;

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

7.5.2.7 Utilize the Energy Intake Form (CSD 43), or approved Contractor's equivalent, as a multipurpose form for referrals to the LIHEAP Weatherization program, the ECIP EHCS program, HEAP program, and DOE or DOE BIL program; and

7.5.2.8 If Contractor opts to "pre-screen" applicants for benefits by discussing eligibility criteria and by counseling potential clients in advance of their completing and submitting an Energy Intake Form (CSD 43) or approved Contractor's equivalent, Contractor must apply income guidelines and Contractor's Priority Plan when prescreening applicants. If the applicant appears to be ineligible, Contractor must so inform the applicant but must nevertheless notify prescreened applicants of the right to apply for benefits upon changes in the prescreened applicant's circumstances and status. Energy Intake Form (CSD 43) or approved Contractor's equivalent must be provided to a potential client upon request, whether or not a prescreening process is employed.

7.5.3 Applicant Written Notification of Benefits

Within 15 business days of receiving an application Contractor shall provide the applicant written or electronic notification of the application status, indicating whether the application has been approved, denied, deemed incomplete, or is still pending review.

7.5.3.1 If approved, the notice shall indicate the nature and an approximate timeframe in which the utility assistance payment will be provided and when weatherization services may be scheduled or if a referral was made to for weatherization services. The name of the utility company and the amount of the benefits also shall be included in the notification for Utility Assistance.

7.5.3.2 If denied, the notice shall indicate the reason for the denial and information regarding the appeal process.

7.5.3.3 If incomplete, the notice shall indicate what additional information or documentation is required.

7.5.3.4 If pending review, the notice shall provide a revised estimate of when the status of the application will be determined. Contractor must follow-up with a notification when a determination has been made.

7.5.3.5 If added to the waitlist for weatherization and the application is not processed, the notice shall provide the amount of time the application will be kept on file, disclaimer that the applicant is not guaranteed services and how applications are prioritized for services.

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

7.6 Assurance 16 Activity Guidelines

Contractor shall use Assurance 16 program funds for services that encourage and enable households to reduce their home energy needs and thereby the need for energy assistance such as needs assessment, client education and budget counseling, and coordination with utility companies. These funds may not be used to identify, develop, and/or demonstrate leveraging programs.

7.6.1 Needs Assessment

Contractor must conduct a needs assessment for each client who submits an application that shall include computing the energy burden of each applicant's household and prioritizing households in accordance with Agency Local Plan in Article 14.

7.6.2 Client Education/Budget Counseling – General Requirements

Contractor shall provide all recipients of energy assistance under this Contract with applicable energy conservation information and budget counseling in accordance with the Contractor's approved Agency Local Plan in Article 14. As a minimum Contractor shall include the following:

7.6.2.1 Information regarding the importance of applying for energy assistance prior to falling behind in utility payments and information concerning various utility company budget payment plan(s) and other forms of energy assistance offered within the State;

7.6.2.2 Written information that describes energy-saving behavioral adjustments that will decrease the energy consumption of the household; and

7.6.2.3 Resource information, referral, family, and budget counseling in order to assist clients in achieving self-sufficiency.

7.6.3 Client Education/Budget Counseling – Weatherization and ECIP EHCS Specific

7.6.3.1 In addition to the above provisions, Contractor shall place in the client's file the Client Education Confirmation of Receipt (CSD 321) or approved Contractor's equivalent that substantiates that the client was provided with energy conservation, budget counseling, lead-based paint safe, mold and moisture, radon, and asbestos education.

7.6.3.2 Contractor shall provide the EPA pamphlet, "Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools."

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

7.6.3.3 Contractor shall provide to all clients the EPA pamphlet, "A Brief Guide to Mold, Moisture, and Your Home."

7.6.3.4 Contractor shall provide the client with a description of the benefits that the client can expect to receive as a result of the weatherization measures installed and diagnostic tests performed in the dwelling.

7.6.3.5 Contractor shall provide all clients with the EPA pamphlet, "A Citizen's Guide to Radon: The Guide to Protecting Yourself and Your Family from Radon."

7.6.3.6 Contractor shall provide the California Department of Public Health fact sheet "About Asbestos in the Home and Workplace".

7.6.4 Coordination

7.6.4.1 Contractor shall refer all potentially eligible applicants, including HEAP applicants, to the LIHEAP Weatherization Program, ECIP EHCS, California Alternative Rates for Energy Program (CARE), Reduced Rate Program (RRP), Arrearage Management Payment (AMP) Plan, DOE, DOE BIL, or other energy or conservation programs. Contractor shall coordinate its activities with other federal, state, or local energy conservation programs with the goal of conserving energy, improving thermal efficiency, or defraying energy costs of low-income households.

7.6.4.2 Contractor shall provide assistance in coordinating the payment of client's energy/utility bill with the appropriate energy vendor or utility company. Contractor may also perform other coordinative activities with energy vendors/utility companies to provide input relative to the energy assistance needs of California's low-income households and a proactive educational concept in serving clients. This includes attending the California Public Utilities Commission's Low-Income Oversight Board Committee meetings.

7.7 Leveraging Activities

7.7.1 When ECIP EHCS services are provided, Contractor shall refer, schedule or recommend a subsequent weatherization assessment, in accordance with the CSD TRM.

7.7.2 Leveraging weatherization funds may be used to install feasible measures in accordance with the CSD TRM. Client files shall be documented accordingly.

7.7.3 If Contractor is leveraging with non-CSD funded programs to meet CSD program requirements, then Contractor shall ensure that any non-CSD leveraged-funded

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

activity performed in conjunction with the Weatherization and/or the ECIP EHCS program, is in conformance with weatherization guidelines. If permitted by the leveraged-funding source, Contractor shall document within the Weatherization and/or ECIP client file the activity performed, date of the activity performed, and the source of the leveraged funds. If the leveraged-funding source prohibits the disclosure of such information, Contractor shall as a minimum make reference to the leveraged activity within the weatherization and/or ECIP client file.

7.7.4 If Contractor is leveraging with DOE or DOE BIL, all DOE or DOE BIL requirements shall apply.

7.7.5 CSD may use information about leveraged activities paid for with funds from leveraged-funding source for the purpose of verifying the delivery of services. CSD may review and verify or use a third-party inspector to review and verify that the leveraged-funded activities conform to applicable LIHEAP standards and practices.

7.8 Record-Keeping Responsibilities

7.8.1 Contractor shall maintain client intake/needs assessment form(s) for Weatherization, HEAP, and ECIP, together with appropriate supporting documentation and shall maintain separate client files containing supporting documents related to disqualifications, denials, and appeals for each applicant who is not certified as being eligible to receive assistance.

7.8.2 Contractor shall ensure that the ECIP Home Energy Supplier Assurance (CSD 416) or approved Contractor's equivalent is completed by each nonregulated utility company, e.g., propane suppliers, wood suppliers, etc., providing services to clients of this Contract.

7.8.3 Contractor shall make a reasonable effort to collect the completed Account Holder Authorization and Consent Form (CSD 081) to collect energy usage data when the client applying for services is not the person listed as the account holder of the utility bill. Client services shall not be denied if the client or bill account holder refuses to sign the consent form.

7.8.4 All Client Files – General Requirements

Contractor shall maintain a separate file for each applicant by either a hard copy or electronic file, or a combination of both. Contractor must ensure that the method selected to maintain files does not impose unreasonable effort in CSD's ability to review any files. These files shall include, the following documentation, when applicable:

7.8.4.1 For Public Agencies only: Statement of Citizenship or Non-Citizenship

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

Status for Public Benefits, (CSD 600), and supporting documents;

7.8.4.2 Energy Intake Form (CSD 43) or approved Contractor's equivalent. Priority points must be written in the designated space on the Intake form;

7.8.4.3 Multi-Family Property Intake (CSD 43 MFP) or approved Contractor's Equivalent;

7.8.4.4 Utility/energy bill(s) for all sources of energy used by qualified households;

7.8.4.5 Documentation supporting eligibility in accordance with the Eligibility and Verification Guide;

7.8.4.6 Client Education Confirmation of Receipt (CSD 321) or approved Contractor's equivalent that substantiates that the client was provided services in accordance with Assurance 16 requirements;

7.8.4.7 Client denial or approval notification; and

7.8.4.8 Account Holder Authorization and Consent Form (CSD 081) – Only requested when the client is not the account holder of the utility bill.

7.8.5 Client Files - ECIP Fast Track, ECIP WPO, HEAP, and WPO

Contractor shall maintain the following documents for each applicant receiving cash assistance services, as applicable:

7.8.5.1 Documentation that substantiates the requested ECIP Fast Track supplemental payment including the total amount due (at the time of intake) to the utility company, reconnection fees, and any other assessed utility fees/surcharges; it shall provide the condition(s) that establishes eligibility for benefits in accordance with ECIP Fast Track Benefit Determination Section 8.3 in subsection 8.3.3.3; and

7.8.5.2 Documentation that substantiates the requested ECIP WPO and WPO payment and supplemental payment in accordance with CPA-E-21-04 and CPA-E-21-04M WPO Benefit Formula Policy.

7.8.5.3 Documentation substantiating the portion of rent that is allocated toward energy costs.

7.8.6 Client Files - Weatherization and/or ECIP EHCS Specific

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

Contractor shall maintain the following documents for each applicant receiving weatherization and/or ECIP EHCS services, if applicable:

7.8.6.1 CSD Dwelling Assessment which includes: Dwelling Assessment (CSD 540), Weatherization Mold Assessment and Release Form (CSD 540A), Customer Assessment Summary (CSD 540B), Mechanical Ventilation Calculation ASHRAE 62.2 (CSD 540C), Mechanical Ventilation Assessment Form (CSD 540D), and CSD Single-Family Refrigerator SIR Calculation Sheet & CSD Weatherization Program – Multi-Family Refrigerator SIR Calculation Sheet/Data Collection Sheet (CSD 540E) or approved Contractor's equivalent;

7.8.6.2 Appliance Safety Inspection (CASIF) series which includes: Combustion Appliance Safety Inspection Form (CSD 700), Combustion Appliance Safety Interim Form (CSD 700B) or Combustion Applicant Safety – Appliance R&R Form (CSD 700C) ;

7.8.6.3 Shell Leakage Data Sheet (CSD 704);

7.8.6.4 Duct Test Data Sheet (CSD 706);

7.8.6.5 CSD Deferral (CSD 542) and other source documentation supporting deferrals and appeals;

7.8.6.6 Notice of Weatherization/Renovation (CSD 320) or approved Contractor's equivalent;

7.8.6.7 ECIP EHCS Assessment Form (CSD 57);

7.8.6.8 Record of Tenant Notification Procedures (CSD 322) or approved Contractor's equivalent;

7.8.6.9 Energy Service Agreement for Occupant (CSD 515A) or approved Contractor's equivalent;

7.8.6.10 Energy Service Agreement for Rental Property Owner (CSD 515B) or Contractor's equivalent;

7.8.6.11 Agency Weatherization Inspection Report (CSD 611);

7.8.6.12 Multi-Unit Dwelling Eligibility Certification (CSD 75P) or approved Contractor's equivalent;

7.8.6.13 Client confirmation of work completed;

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

7.8.6.14 Required building permits or buildings permit applications, or documentation of permit cost; and documentary evidence of final permit;

7.8.6.15 Copy of lead clearance inspection by a California Certified Inspector/Risk Assessor for applicable pre-1978 HUD units;

7.8.6.16 Waivers from CSD to exceed maximum costs of weatherization measures;

7.8.6.17 Documentation that substantiates all actual labor hours including a time and activity log associated with each job;

7.8.6.18 Documentation of weatherization measures installed and leveraged with other CSD and non-CSD weatherization program funds;

7.8.6.19 Documentation that substantiates the criteria and basis for replacement of gas and electric appliances, including results of required diagnostic tests, and the non-feasibility of Mandatory Measures not performed or installed;

7.8.6.20 Documentation indicating the manufacturer, manufacture date, make, and model and metering information for all refrigerator replacements;

7.8.6.21 Documentation referring to CSD or non-CSD weatherization;

7.8.6.22 Documentation of HERS inspection report and a copy of the invoice from the HERS Rater, in addition to the Residential Compliance Form (CF-1R, CF-4R and CR-6R);

7.8.6.23 Documentation providing evidence that the client receiving disaster-related services was a victim of a natural disaster;

7.8.6.24 All Historic Preservation Online (HPO) review documentation, including copies of the printed Project Description sheet (PDS) and HPO site e-mails;

7.8.6.25 Photographic documentation as required by the CSD TRM;

7.8.6.26 Initial and Final REM/Design Building File Reports (BFR) and Improvement Analysis Reports (IAR) in each client file and retention of electronic audit file;

7.8.6.27 Documentation of attempts to schedule post-weatherization inspection appointments if inspection could not be performed;

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

7.8.6.28 Lead-Based Paint Regulatory Compliance Report (CSD 708);

7.8.6.29 Notice of Survey by Electrical Contractor (CSD 543);

7.8.6.30 REM/Design Energy Audit Entry Input Form (CSD 544);

7.8.6.31 Insulation Certificate (CSD 610); and

7.8.6.32 REM/Design Multi-Family Input Sheet (CSD 808).

7.8.7 Client Files – SWEATS Specific

Contractor shall maintain the required documents for each applicant receiving services under SWEATS in accordance with CPN-E-20-01 SWEATS Policy.

7.8.8 Translation of Forms

Contractor shall use a certified translator deemed qualified by the Contractor when translating CSD forms that require a client/customer signature into a foreign language.

7.8.9 Weatherization and ECIP EHCS Specific

7.8.9.1 Labor and Materials

7.8.9.1.1 Contractor shall maintain documentation in such a manner that include job references and total labor hours so that actual costs and actual labor hours billed to the weatherization and ECIP EHCS programs can be substantiated.

7.8.9.1.2 Contractor shall document all costs expended under this Contract with purchase orders, inventory records, and payroll records identifying the funding source.

7.8.9.1.3 Contractor shall maintain documentation in such a manner to prove that materials used under this program conform to the requirements contained within the CSD TRM and state, county, or local regulations.

7.8.9.2 Training

Contractors who perform weatherization and ECIP EHCS services are required to input, update, and maintain employee data in the CSD Training Portal. CSD will not recognize as valid proof of any training stored outside of this portal. The CSD Training Portal is a learning

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

management system that is located and maintained through the CSD Local Agencies Portal. It is a repository for Contractor and their subcontractors to track and monitor employees' completed training records including but not limited to employee legal name, hire date, email, and completion of each training course, the source/location, type/content, completion date, certificates of completion, and completion of training records.

7.8.9.3 Contractor must identify at least one, but not more than two Training Administrators, who will be responsible for adding/editing users, submitting training and on-the job training requests, approving training, monitoring training transcripts, uploading licensing and certifications, and monitoring training expirations.

7.8.9.4 The On-the-Job Training application page will be migrated from a separate link on the CSD Local Agencies Portal to integrate with the CSD Training Portal. CSD will notify agencies through a notice on the Local Agencies Portal when that function of the portal becomes available.

7.8.9.4.1 CSD shall maintain all training records in the CSD Training Portal for trainings completed through the CSD E-Learning, CSD-approved Training Centers, and field or classroom training provided by CSD or its agents.

7.8.9.4.2 Contractor shall upload training certificates (or other proof of training completion or Contractor licensing) in the CSD Training Portal for certifications or trainings provided by third parties. Examples include Contractor licensing from the California Contractors State License Board, and individual employee Building Performance Institute (BPI) certifications, EPA Renovator certification, or other required training as designated by CSD.

7.8.9.4.3 Contractors shall be responsible for maintaining the required training records in the same manner for their subcontractors as for the Contractor employees.

7.8.9.4.4 Contractor and subcontractors must input new field personnel into the learning management system within three days of hire. Contractor and subcontractors shall update the CSD Training Portal in a timely manner, with employee completed course information and/or uploaded certifications on or before the first (1st) day of each subsequent month following the completion of training.

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

7.8.9.5 Equipment

7.8.9.5.1 Contractor shall ensure its employees and subcontractors who perform combustion appliance safety tests shall maintain the Carbon Monoxide Analyzer Calibration Log (CSD 785) documenting the calibration of all analyzers as required.

7.8.9.5.2 Contractor shall ensure its employees and subcontractors who perform shell leakage testing and duct leakage diagnostic tests shall maintain the Manometer Calibration Log (CSD 786) documenting the calibration of all manometers as required.

7.8.9.5.3 Contractor shall ensure its employees and subcontractors who keep an inventory of portable appliances for the SWEATS program shall maintain a log documenting the location of all portable appliances on loan and in reserve. The log shall document the retirement or loss of the equipment.

7.8.9.6 Energy Audits

7.8.9.6.1 Contractor shall maintain electronic records generated from the REM/Design and/or Targeted Retrofit Energy Analysis Tool (TREAT) energy audit software for the required period of three years from submission of final report or until resolution of all related audit or monitoring findings, enforcement action, including cost disallowance, legal proceedings, or other pending matters, whichever is later in accordance with Section 4.3.

7.8.9.6.2 Contractor shall make all records generated from the REM/Design and/or TREAT audit software accessible to CSD, or a third-party inspector acting on CSD's behalf, for the purpose of an inspection or monitoring.

7.8.9.6.3 Contractor shall submit all energy audits through the Energy Audit Dashboard, including the initial audit submittal and resubmittals reflecting changes based on CSD feedback. A final audit shall also be submitted to address one or more of the following:

7.8.9.6.3.1 Changes in measure cost between initial work scope estimates and actual installation cost;

7.8.9.6.3.2 Input of final duct and/or shell leakage readings

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

to replace estimated leakage used for the initial improvement analysis;

7.8.9.6.3.3 Changes to the final scope of work; including any decisions related to full or partial measure leveraging.

7.8.10 Automation

7.8.10.1 Contractor shall use an automated application system capable of supporting LIHEAP's (Weatherization, ECIP EHCS, ECIP WPO, and HEAP WPO) data collection, reporting requirements, and client data transmission to CSD. No database transfer will be accepted prior to the completion of successful data file transfer testing to CSD. Contractor shall submit the data in accordance with CSD's Weatherization DTR layout found at the Weatherization Reporting tab on the CSD Lap found here: https://agencies.csd.ca.gov/home/Reporting/Pages/WXReporting.aspx. Contractor shall exercise best practice and perform a daily backup of all client data/application systems that capture LIHEAP service detail. Contractor shall assure that adequate files are maintained as required in Section 7.8.

7.8.10.2 Contractor shall also be responsible for monitoring the CORE online reports and for resolving payment issue(s) related to the delivery of benefits. The Agency Allocations/System Maintenance screen shall display historical and current detail level of program allocation information, summarizing Contractor's annual program allocation, expenditures, and returned benefits eligible for reissuance, if any. The Variance Report shall display the detail level of benefit information whereby the eligible benefit amount differs from the paid benefit amount. For resolution of partial credit returns, Contractor shall be responsible for following up with the client to resolve payment issue(s) and for providing CSD with the necessary information to reissue benefit(s). For full credit returns and warrant redeposits, Contractor shall be responsible for resolving and updating client data in CORE to reissue benefit(s).

7.8.10.3 Utilizing reporting options available within the CORE On-Line System, Contractor shall be responsible for generating HEAP and ECIP (Fast Track) reports to attain data specific to the following: rejected records, intake data, client and payment status, expenditures, and current allocation balance, returned benefits, summarized county energy costs and burden, and a year-to-date goal status.

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

ARTICLE 8 - PROGRAM IMPLEMENTATION

8.1 HEAP/WPO Activity Guidelines

8.1.1 Applicant Eligibility

8.1.1.1 Assistance shall be available only to households with incomes that do not exceed an amount equal to 60% of the State median income; or

8.1.1.2 Assistance shall be provided to households that are categorically eligible, if any member of the household is receiving CalFresh or CalWORKs at the time of application, regardless of income level.

8.1.1.3 Income verification must be for one month. For acceptable types of documentation and processing timeframes, refer to the current LIHEAP Eligibility and Verification Guide at https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx.

8.1.1.4 Contractor shall collect copies of all of the household's energy utility bills for the current month, and if applicable, receipt(s) for WPO to determine the client's energy burden.

8.1.2 Contractor may only provide eligible households with one ECIP Fast Track/WPO, or HEAP/WPO payment per program year. However, Contractor can use program income to provide a supplemental ECIP Fast Track/WPO or HEAP/WPO for clients experiencing an extenuating circumstance. In addition to providing one ECIP (Fast Track/WPO) or HEAP/WPO payment and/or supplemental program income benefit payment, Contractor may provide eligible households with ECIP EHCS services and/or other weatherization services.

8.1.3 Contractor must ensure that the issuance of HEAP WPO benefits are in accordance with CPA-E-21-04 WPO Benefit Formula Implementation.

8.1.4 Contractor must ensure that duplication of ECIP Fast Track/WPO or HEAP/WPO payments does not occur during the term of this Contract.

8.1.5 Once applicants meet the eligibility and prioritization criteria and funds are available:

8.1.5.1 Contractor shall complete the ECIP/HEAP Payment Request Confirmation (CSD 415) or approved Contractor's equivalent form or approved Contractor's equivalent process that confirms payment was made to the client's account. If the client does not have an account, confirmation of the delivery of the benefit to the client is required;

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

8.1.5.2 Contractor shall make payments directly to energy vendors on behalf of clients whose energy sources are wood, propane, or oil;

8.1.5.3 CSD will not make payments to clients for WPO assistance; and

8.1.5.4 Before paying energy vendors, Contractor shall verify that charges for the services and goods provided are reasonable and within fair market value.

8.1.6 Contractor shall notify the applicant of the recipient household, in writing, when payments are made directly to an energy vendor for wood, propane, or oil on their behalf.

8.1.7 Contractor shall forward payments for WPO on behalf of applicants to corresponding energy vendor within 60 calendar days from the date obligation was incurred, unless a formal contract, approved by CSD, between Contractor and vendor provides for other terms.

8.2 Weatherization Activity Guidelines

8.2.1 Applicant Eligibility

8.2.1.1 Assistance shall be available only to households with incomes that do not exceed an amount equal to 60% of the State median income; or

8.2.1.2 Assistance shall be provided to households that are categorically eligible, if any member of the household is receiving CalFresh or CalWORKs at the time of application, regardless of income level.

8.2.1.3 Income verification must be for one month. For acceptable types of documentation, refer to the current LIHEAP Eligibility and Verification Guide at https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx.

8.2.1.4 Contractor shall certify a household's income eligibility prior to the delivery of energy program services.

8.2.1.5 The income certification shall remain in effect for a period of 120days from the date applicants are deemed eligible for services.

8.2.1.6 Contractor shall recertify household's income eligibility by obtaining updated income verification documentation if the dwelling assessment has not been completed within 120 days from the income certification date.

8.2.1.7 In the event the Contractor is unable to perform all weatherization

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

services within the 180 days from dwelling assessment date, Contractor shall obtain updated income verification documentation to recertify the household's income eligibility.

8.2.1.8 Contractor shall collect copies of all of the household's energy utility bills for the current month, and if applicable, receipt(s) for wood, propane, and oil to determine the client's energy burden.

8.2.2 Dwelling Eligibility

8.2.2.1 Contractor shall perform the assessment of weatherized dwellings within 120 days of the income certification date to receive weatherization assistance services.

8.2.2.2 Contractor shall complete the post-combustion appliance safety test within 60 days from the date of the pre-combustion appliance safety test. In the event the Contractor is unable to perform the work associated with the combustion appliance safety testing and the post-combustion appliance safety test within the 60-day period, Contractor shall perform another pre-test for the dwelling prior to commencing the delivery of any form of weatherization assistance services.

8.2.2.3 Contractor shall complete weatherization services within 180 days from the date of the original assessment of a dwelling.

8.2.2.4 Permission to Provide Services

8.2.2.4.1 Contractor shall obtain written permission of the owner-occupied dwelling from the tenant and the owner (or owner's agent) to perform any weatherization services. Such permission shall be recorded on the Energy Service Agreement for Occupant (CSD 515A) or approved Contractor's equivalent or the Service Agreement for Rental Property Owner (CSD 515B) or approved Contractor's equivalent.

8.2.2.4.2 If during the course of performing weatherization services in a dwelling, Contractor identifies that significant structural and/or engineering changes may occur, Contractor shall re-obtain written permission of the owner-occupant dwelling from the owner of a rental unit prior to continuing with the scheduled work.

8.2.2.5 Rent Increase Restrictions

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

8.2.2.5.1 For a period of two years after weatherization work has been completed on a dwelling containing a unit occupied by an eligible household, the tenants in that unit (including households paying for their energy through their rent) will not be subjected to rent increases unless those increases are demonstrably related to matters other than the weatherization work performed.

8.2.2.5.2 Contractor shall provide tenants a written summary of these conditions with the current telephone number of the Contractor and instructions on how to file a complaint should these conditions not be met. Contractor shall investigate all complaints filed and shall forward a copy of all written complaints to CSD or, if a verbal complaint has been made, contact CSD with the details of the complaint-including date complaint was made, date investigations began, and results.

8.2.2.5.3 CSD will evaluate the merits of the complaint and all supporting documentation. If CSD determines a complaint is valid, CSD may pursue collection activities against the landlord in the amount equal to the weatherization work performed on that unit and/or building.

8.2.2.6 Multi-Unit Dwellings

8.2.2.6.1 In accordance with 10 CFR § 440.22(b) (2), Contractor may weatherize the whole building containing rental dwelling units when 66% (50% for duplexes and four-unit buildings) or more of the dwelling units in the building are income eligible:

8.2.2.6.1.1 Are eligible dwelling units, or

8.2.2.6.1.2 The dwelling units will become eligible (occupied by eligible low-income tenants) within 180 days under a federal, state, or local government program for rehabilitating the building or making similar improvement to the building.

8.2.2.6.2 If dwelling units are qualified for services through a federal, state, or local government rehabilitation program, documentation to verify participation in the rehabilitation program is required in the master job file.

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

8.2.2.6.3 Contractor shall complete a Multi-Unit Dwelling Eligibility Certification (CSD 75P) or approved Contractor's equivalent for each building and shall maintain a copy in each individual client file.

8.2.2.6.4 Contractor shall certify unit eligibility by completing Energy Intake Form (CSD 43) or approved Contractor's equivalent for each dwelling unit in each building. Certification of eligibility by the owner/manager of the occupants of the building is not acceptable.

8.2.2.6.5 No undue or excessive enhancement shall occur to the value of the dwelling units.

8.2.2.7 Previously Weatherized Dwellings

8.2.2.7.1 Once a dwelling has been submitted to CSD for reimbursement as a completed unit, any subsequent weatherization services provided to the dwelling shall be considered reweatherization, unless the work performed is for a call-back as specified in 8.2.2.8 below.

8.2.2.7.2 A previously applied measure may be reinstalled during its useful life term, as described in the Reimbursement Rates for Weatherization and EHCS Activities, due to premature failure or if the measure was destroyed by the prior-occupying household. Justification for the replacement must be documented in the client file.

8.2.2.7.3 Unoccupied multi-unit dwellings previously weatherized in accordance with this Contract, and which receive appliance repair and/or replacement services upon occupation by an eligible tenant, shall be deemed re-weatherized dwellings.

8.2.2.7.4 If a dwelling has been previously weatherized under a CSD or another federal or non-federal program, Contractor may provide previously unapplied mandatory and optional measures.

8.2.2.8 Call-back

Services provided in a previously weatherized dwelling to correct a previously installed measure within the warranty period or as a result of a CSD inspection finding is a call-back and is allowable. Demographics for a callback are not included for reporting purposes.

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

8.2.2.9 Ineligible Dwellings

8.2.2.9.1 Contractor shall not weatherize a dwelling unit that is designated for acquisition or clearance by a federal, state, or local program within 12 months from the date of completion of the proposed weatherization.

8.2.2.9.2 Contractor shall not weatherize any dwelling under this Contract unless the property owner agrees to all the terms and conditions of the CSD Dwelling Assessment Form (CSD 540) and signs the Energy Service Agreement for Occupant (CSD 515A) or Service Agreement for Rental Property Owner (CSD 515B).

8.2.2.9.3 No institutional or commercial building including, but not limited to, universities, schools, nursing homes, or hospital, may be weatherized under this Contract.

8.2.2.9.4 Group Homes

The maximum reimbursement for a group home shall be equal to the current maximum average allowed for single family and multi-unit dwellings. If the building does not qualify as a multi-family structure, income eligibility is based on all occupants as a group, and the building must be weatherized as a single dwelling unit.

8.2.2.9.5 Shelters/Homeless Individuals

Maximum reimbursement will be based on the unit otherwise qualifying as a multi-unit structure. For the purpose of determining how many dwelling units exist in a shelter, a grantee may count each 800 square feet of the shelter as a dwelling unit or it may count each floor of the shelter as a dwelling unit. Eligibility of the occupants may be assumed if the owner/operator will certify in writing that occupancy is temporary and that admittance criterion complies with CSD contract eligibility guidelines, whether or not rent is paid has no effect on eligibility.

8.2.3 Minimum Requirements for Weatherization Services

8.2.3.1 Contractor must install all feasible weatherization measures in accordance with the CSD TRM.

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

8.2.3.2 Single-family detached and other single-story dwellings that have not been previously weatherized under a CSD program or another program may be weatherized under this Contract only if:

8.2.3.2.1 Ceiling Insulation plus two additional Mandatory Measures are installed, or

8.2.3.2.2 In the event Ceiling Insulation is already installed or otherwise not feasible, at least three Mandatory Measures are installed.

8.2.3.3 Multi-unit dwellings that have not been previously weatherized under a CSD program or other program may qualify for weatherization services only if ceiling insulation plus two additional Mandatory Measures are installed or, in the event ceiling insulation is already installed or otherwise not feasible,-at least three Mandatory Measures are installed.

8.2.3.3.1 Installation of ceiling insulation shall be counted as a ceiling insulation measure for each unit within that building envelope.

8.2.3.3.2 Installation of a common water heater shall qualify as a Mandatory measure for each unit served by the same water heater.

8.2.3.4 If the required minimum number of weatherization measures cannot be installed due to the deferral of measures, then the entire unit shall be deferred in accordance with the CSD TRM.

8.2.3.5 The minimum number of weatherization measures may be leveraged or cost-shared with alternative funding as defined in Section 5.8.4.7.4. All leveraged measures used to fulfill the minimum number of required weatherization measures shall meet CSD installation standards.

8.2.3.6 Contractor may complete weatherization services on agriculture housing units or multi-family units if each unit is separately metered and the services will result in a cost savings to the tenant.

8.2.4 Dwelling Assessments

8.2.4.1 Contractor shall assess the dwelling of each eligible applicant to determine if the unit is structurally sound and not in need of extensive repairs.

8.2.4.2 Contractor shall determine whether the dwelling meets the criteria for a

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

Historic Preservation Review pursuant to subsection 8.2.4.7.2.

8.2.4.3 Contractor shall ensure that all dwelling assessments are performed by trained individuals possessing all the required skill and training as specified in Section 9.1, Training Requirements.

8.2.4.4 Contractor shall ensure job separation between staff performing dwelling assessments and the crew personnel responsible for performing the actual installation of weatherization measures. Assessors may not install weatherization measures in the same dwelling where the assessor performed the assessment for weatherization services.

8.2.4.5 If Contractor elects to subcontract with entities outside of CSD's network of Local Service Providers for the full installation of weatherization measures, the subcontractor performing the installation of weatherization measures shall not perform the dwelling assessment. Contractor shall ensure job separation by using Contractor's staff or another subcontractor to perform the dwelling assessments.

8.2.4.6 Contractor shall provide written documentation or notification to the owner-occupant and the owner of a rental unit or owner's agent and inform the tenant of any significant structural and engineering changes required to complete the weatherization work before the specified work commences.

8.2.4.7 Dwelling Assessment Performance

8.2.4.7.1 Dwelling assessments shall include the following required activities:

8.2.4.7.1.1 The visual assessment of the eligible dwelling to identify safety and structural hazards conditions present within the dwelling that may limit ability to perform any or all of the required weatherization services in accordance with CSD weatherization guidelines and terms of this Contract. Assessor shall disclose all noted safety and structural hazard conditions to the property owner and tenant, where applicable;

8.2.4.7.1.2 The visual inspection and pre-CAS diagnostic testing of all combustion appliances as to identify the presence of combustion appliance safety conditions within the occupied living space and requiring immediate attention and the

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

offering of prescribed list of health and safety measures needed to remedy noted conditions; and

8.2.4.7.1.3 The visual inspection of dwelling to identify any structural deficiencies and/or barriers inhibiting the ability for required pressurized diagnostics to occur. Assessor shall also inform client of the various types of diagnostic testing to be performed within the dwelling, including the general nature and benefits of each form of required diagnostic testing.

8.2.4.7.2 Historic Preservation Review of Dwellings

8.2.4.7.2.1 To ensure compliance with Section 106 of the National Historic Preservation Act (54 USCS § 100101 et seq. & § 300101 et seq., former 16 USCS § 470 et seq.), CSD will establish appropriate procedures for historic property review standards as outlined by a Programmatic Agreement with the State Historic Preservation Office. The established review standards will be utilized for weatherization activities conducted under the LIHEAP on dwellings that are 45 years or older. For purposes of this Contract, the historic review shall be known as the Historic Preservation Review.

8.2.4.7.2.2 Contractor shall ensure that a Historic Preservation Review is completed on a dwelling that is either: (1) 45 years or older, (2) located within a historic district, or (3) considered to be of exceptional importance under the National Register Criteria for Evaluation pursuant to 36 CFR § 60.4.

8.2.4.7.2.3 When a dwelling assessment is performed and the dwelling is determined to meet any of the criteria specified in subsection 8.2.4.7.2.2, Contractor shall initiate the Historic Preservation Review process pursuant to DOE WAP ARRA No. 010.

8.2.4.7.3 Combustion Appliance Safety (CAS) Diagnostic Testing

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

8.2.4.7.3.1 The completion of the entire combustion appliance safety (CAS) test is required on all dwellings with combustion appliances.

8.2.4.7.3.2 If it is determined during the CAS test that the dwelling unit contains a condition that is hazardous to the occupants, proper steps must be taken to alleviate the hazard. In these cases, infiltration reduction measures may not be installed until the hazard has been corrected; however, Contractor may install non-infiltration measures in the interim, until the CAS condition is corrected.

8.2.4.7.4 If the dwelling unit is not eligible because of the need for extensive repair, the unit shall not be serviced, and Contractor should refer the applicant to the local Housing and Community Development Department, or other similar organizations or programs.

8.2.4.7.4.1 Documentation of such ineligibility due to the need for extensive repairs shall be recorded on the CSD Deferral (CSD 542).

8.2.4.7.4.2 If the applicant can obtain the necessary repairs to make the dwelling unit eligible for weatherization services, weatherization activities may be accomplished following the repair work.

8.2.4.8 Contractor shall ensure the health and safety of weatherization personnel in carrying out activities funded under this Contract. In the event the weatherization of a dwelling threatens the general health and safety of weatherization field personnel, Contractor shall take measures to ensure the safety of the personnel and thoroughly document the incident(s) utilizing the CSD Deferral (CSD 542). The deferral form does not need to be signed by the client where weatherization personnel construe the client or occupants of the dwelling to be threatening and hostile. If unable to get a signature, a certified letter shall be sent to the owner, along with the tenant if the residence is a rental.

8.2.5 Duct and Shell Diagnostic Testing

8.2.5.1 Contractor shall perform the shell leakage diagnostic testing only for shell sealing purposes on a minimum of 20% of the total SFD (one to

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

four units) including mobile homes**,** and a minimum of 5% of MUD (five or more units) weatherized under this Contract. Shell leakage diagnostic testing shall be proportionate to the number of completed units for each quarterly period.

8.2.5.2 Following a determination that no combustion byproduct hazards exist, Contractor shall perform pressure diagnostic guided infiltration reduction using a pre-weatherization shell leakage test.

8.2.5.3 Duct Blaster diagnostic testing shall be required on all dwellings with forced-air systems.

8.2.5.4 Contractor shall ensure that all dwelling diagnostic tests are performed by trained individuals possessing all the required skill and training as specified in Section 9.1, Training Requirements.

8.2.5.5 If an unvented space heater is being utilized, infiltration reduction measures shall not be applied unless venting is installed, or the unit is replaced.

8.2.6 Health and Safety Measures

8.2.6.1 Prior to the performance of any heating/cooling service, a qualified technician must perform a diagnostic inspection of the primary heating/cooling appliance to assess operational performance.

8.2.6.2 Contractor is authorized to mitigate health and safety hazards in accordance with the CSD TRM.

8.2.6.3 Health and Safety Measures and Mandatory Insulation Measures must be installed in priority order. Other Mandatory Measures must be installed before optional measures, and no measure shall be excluded, unless the:

8.2.6.3.1 Shell leakage and/or pressurized duct diagnostic test indicates that installation of the measure is not necessary;

8.2.6.3.2 Dwelling already has that measure in place;

8.2.6.3.3 Measure cannot be properly installed;

8.2.6.3.4 Client refuses installation (client refusal is to be documented and placed in file); or

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

8.2.6.3.5 Measure is not needed or required.

8.2.6.4 After Health and Safety Measures have been addressed, Insulation Measures, if feasible, must be installed prior to the installation of any other Mandatory and Optional Measures. Optional Measures need not be installed in priority order.

8.2.6.5 If a health and safety hazard is found to exist that requires replacing or repairing a combustion appliance, the cost of which will preclude the installation of the required number of Mandatory Measures for a unit to be weatherized, the dwelling may qualify for weatherization under the following conditions:

8.2.6.6 The combustion appliance is repaired or replaced; and

8.2.6.7 All remaining feasible Mandatory Measures shall be installed.

8.2.6.8 Once feasible Mandatory Measures are installed, Contractor may install optional measures.

8.2.6.9 Health and Safety Measures

8.2.6.9.1 The following guidelines are restricted to occupied SFD and/or MUD units:

8.2.6.9.1.1 A residential heating source that qualifies for repair and replacement services must be a single, pre-existing heating appliance, serving as the dwelling's primary heating source; and

8.2.6.9.1.2 A residential cooling source that qualifies for cooling services must be a single, pre-existing cooling appliance, serving as the dwelling's primary cooling source, limited to mechanical air conditioners, central and window/wall air conditioners, and evaporative coolers.

8.2.6.9.2 Any and all health and safety heating/cooling appliance services shall be performed in accordance with the following guidelines:

8.2.6.9.2.1 All repair and replacement services are limited to dwellings with pre-existing heating and cooling appliances. An exception to this rule exists, however, for those dwellings without a

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

heating and cooling appliance and there are no means to provide adequate heating and/or cooling during a climatic season that would cause imminent harm to the health and wellbeing of individuals or the household.

8.2.6.9.2.2 For those conditions where a true crisis exists, and the heating and/or cooling needs cannot be remedied by the installation of a permanent repair or new appliance installation, Contractor shall provide such dwellings with temporary portable devices to support the means of providing adequate cooling and/or heating to occupants of the residence to alleviate the crisis situation and to meet basic heating/cooling needs.

8.2.6.9.2.2.1 Occupant shall be advised of the higher energy consumption associated with portable heating/cooling devices.

8.2.6.9.2.2.2 Occupant shall certify that all of the manufacturer's safety instructions will be abided by.

8.2.6.9.2.2.3 Contractor shall make all attempts to purchase Energy Star-rated portable devices if available.

8.2.6.9.2.3 The age of a heating/cooling appliance shall not be used as a basis for replacement.

8.2.6.9.2.4 When repair, replacement, or installation of a primary heating appliance is required in accordance with the conditions and requirements above but cannot be completed for any reason, the entire dwelling shall be deferred.

8.2.6.9.3 Contractor shall repair a defective primary heating appliance when the cost to assess and repair is estimated at less than 50% of the cost of installing a new replacement unit.

8.2.6.9.4 If during the course of repairing the defective unit additional problems are found that would increase the cost of repairs to more than the allowable limit for repair costs, the unit may be

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

replaced.

8.2.6.9.5 When replacement of a defective primary heating/cooling appliance is performed, Contractor shall perform necessary duct repair and/or replacement services in order to conform to Title 24 requirements.

8.2.6.9.6 Fuel switching or replacement of a heating/cooling appliance for an alternate type shall only be allowed when justified by an energy audit as described in TRM Appendix D *Energy Audit/Priority List Protocol*.

8.2.7 Energy Audit Requirements

8.2.7.1 If all feasible measures classified under Health and Safety, Infiltration Reduction and other Mandatory Measures have been assessed, Contractor may assess additional measures utilizing the Energy Audit Requirements by conducting a REM/Design or Targeted Retrofit Energy Analysis Tool (TREAT) audit in accordance with CSD Single-Family/Small Multi-Family Energy Audit Protocol, CSD Multi-Family Energy Audit Protocol.

8.2.7.2 Energy audits shall be conducted as specified in the CSD Single-Family/Small Multi-Family Energy Audit Protocol (CSD TRM) incorporated by reference to this Contract and available on the CSD LAP.

8.2.7.2.1 REM/Design energy audit tool may be applied to single-family dwellings, mobile homes, and multi-unit dwellings containing 24 or fewer dwelling units where each unit is independently heated and/or cooled.

8.2.7.2.2 Targeted Retrofit Energy Analysis Tool (TREAT) may be applied to all multi-unit dwellings except for those multi-unit dwellings that are qualified to use REM/Design.

8.2.8 Occupant Notification

If, in accordance with the provisions of this article, any notice to an occupant is required, a copy of the written notice shall be given to the owner of the unit, when the unit is occupied by a non-owner occupant, or when the unit is vacant.

8.3 Energy Crisis Intervention Program (ECIP) Services Activity Guidelines

8.3.1 Purpose of ECIP Funds

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

ECIP funds may only be used to resolve an emergency as defined in 42 USC § 8622(1), including:

8.3.1.1 A natural disaster (whether or not officially declared),

8.3.1.2 A significant home energy supply shortage or disruption,

8.3.1.3 An official declaration of a significant increase in:

8.3.1.3.1 Home energy costs;

8.3.1.3.2 Home energy disconnections;

8.3.1.3.3 Enrollment in public benefit programs; or

8.3.1.3.4 Unemployment and layoffs.

8.3.1.4 An official emergency declaration by the Secretary of Health and Human Services.

8.3.1.5 In those situations where there is not an official federal, state, or local declaration of emergency, e.g., an undeclared natural disaster or a significant home energy supply shortage or disruption that affects a low-income individual, an emergency will be deemed to exist by CSD where there is imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

8.3.2 Capacity and Responsibility to Provide Emergency Assistance

8.3.2.1 In accordance with federal and state law and ECIP Policy and Procedures, Contractor must be qualified and capable of carrying out an energy crisis intervention program that provides timely and effective emergency assistance, not later than the timeframes stated in 42 USC § 8623(c), that resolves the energy crisis. Contractor must meet minimum program requirements for timing and ensuring accessibility to eligible applicants as further defined at 42 USC § 8623(c).

Once applicants meet the eligibility and prioritization criteria and funds are available, Contractor shall:

8.3.2.1.1 Within 48 hours after a household applies and is determined to be eligible for ECIP, provide assistance in the form of a payment guarantee to the appropriate gas or electric vendor or a WPO payment that will resolve the energy crisis; and

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

8.3.2.1.2 Within 18 hours after a household applies and is determined to be eligible for ECIP, provide assistance in the form of a payment guarantee to the appropriate gas or electric vendor or a WPO that will resolve the energy crisis if such household is in a life-threatening situation.

8.3.2.2 Contractor shall provide all reasonable information requested by CSD during the term of this Contract in order to enable CSD to assess the adequacy of Contractor's current energy crisis intervention program and Contractor's ability to implement the program.

8.3.2.3 Federal and state law permit the allowability of costs to the ECIP only where the costs are used to provide emergency assistance in an energy crisis. In addition to all other provisions in this Contract permitting, restricting, or otherwise relating to ECIP costs, such costs are allowable only upon adequate demonstration by the Contractor that the related activities meet the definition of "emergency" as specified in federal law and this Contract.

8.3.3 ECIP Fast Track and WPO

8.3.3.1 Contractor shall provide ECIP Fast Track and WPO Services in accordance with the Agency Local Plan in Article 14.

8.3.3.2 Applicant Eligibility

8.3.3.2.1 Contractor shall provide assistance only to households with incomes that do not exceed an amount equal to 60% of the State median income.

8.3.3.2.2 Income verification must be for one month and current within six weeks of the application intake date or an annual award letter. For acceptable types of documentation, refer to the LIHEAP Eligibility and Verification Guide. Contractor shall retain appropriate documents in each applicant's file establishing applicant eligibility.

8.3.3.2.3 Contractor shall collect copies of all of the household's energy utility bills for the current month, and if applicable, receipt(s) for (WPO) to determine the client's energy burden.

8.3.3.2.4 Conditions for ECIP services must meet the criteria for an emergency as defined in 42 USC §8622(1), ECIP Policy and Procedures and Article 13, Definitions.

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

8.3.3.2.5 ECIP Fast Track Utility Assistance

8.3.3.2.5.1 The applicant must receive energy services and be billed directly by one of the following energy providers: a utility company and/or a mobile home park that owns its own power source(s) or a submetering billing service with the statutory authority to shut off utility services.

8.3.3.2.5.2 For purposes of the present Section 8.3.3, an emergency energy-related crisis does not exist if the cost of energy is included in the applicant's rent, and Contractor may not make ECIP Fast Track payment(s).

8.3.3.2.6 In addition to the applicant eligibility criteria listed above, services for ECIP Fast Track and ECIP WPO may not be provided unless at least one of the following criteria pursuant to Government Code §16367.5 (e) pertains and is documented or certified by Contractor:

8.3.3.2.6.1 Proof of utility shutoff notice;

8.3.3.2.6.2 Proof of energy termination;

8.3.3.2.6.3 Insufficient funds to establish a new energy account;

8.3.3.2.6.4 Insufficient funds to pay a delinquent utility bill;

8.3.3.2.6.5 Insufficient funds to pay for essential firewood, oil, or propane; or

8.3.3.2.6.6 CSD further defines WPO crisis as 30 days or less of fuel.

8.3.3.3 ECIP Fast Track Benefit Determination

ECIP Fast Track benefits shall be determined using the base benefit amount and, when applicable, a Contractor-determined supplemental benefit amount. Contractors shall issue ECIP Fast Track benefits in accordance with the following:

8.3.3.3.1 Contractor shall ensure that the total ECIP Fast Track benefit amount (Base benefit amount plus supplemental benefit

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

amount) is limited to and does not exceed the total amount due (at the time of intake) to the utility company for energy charges, reconnection fees, and other assessed utility fees/surcharges in order to alleviate the crisis situation.

8.3.3.3.2 When only issuing the base benefit amount (no supplemental payment), Contractor may exceed the total amount due to the utility company in energy charges, reconnection fees, delinquent utility bill establishing arrearages and/or past due balances, and other assessed utility fees/surcharges to alleviate the crisis situation.

8.3.3.3.3 Contractor shall ensure that the maximum total ECIP Fast Track benefit amount (Base benefit amount plus supplemental benefit amount) does not exceed $1,500. If Contractor uses program income to provide a supplemental ECIP Fast Track payment, the total payment cannot exceed $1,500.

8.3.3.3.4 Contractor shall provide full justification for benefits paid by documenting the client file(s) to include the amount of charges and verification by the utility company.

8.3.3.3.5 Contractor shall review, check for duplicates, and approve applications in accordance with Contractor's approved Agency Local Plan in Article 14 and the current LIHEAP Eligibility and Verification Guide.

8.3.3.4 WPO Benefit Determination

8.3.3.4.1 WPO benefits shall be determined in accordance with CPA-E-21-04 and CPA-E-21-04M WPO Benefit Formula Implementation.

8.3.3.4.2 Contractor shall review, check for duplicates, and approve applications in accordance with Contractor's approved Agency Local Plan in Article 14 and the current LIHEAP Eligibility and Verification Guide.

8.3.3.5 ECIP Fast Track/WPO Payment Guidelines

8.3.3.5.1 Eligible households may receive only one ECIP Fast Track/WPO, or HEAP/WPO payment per program year; however, Contractor can use program income to provide a supplemental ECIP Fast Track/WPO or HEAP/WPO for clients experiencing an extenuating circumstance. In addition

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

to receiving one ECIP (Fast Track/WPO) or HEAP/WPO payment, eligible households may receive ECIP EHCS services and/or other weatherization services, if needed.

8.3.3.5.2 Contractor shall ensure that the maximum base benefit total for ECIP WPO does not exceed $1,000. If Contractor uses program income to provide a supplemental ECIP WPO payment, the total payment cannot exceed $1,000.

8.3.3.5.3 Contractor shall exercise due care to ensure that duplication of ECIP Fast Track/WPO or HEAP/WPO payments does not occur at any time during the term of this Agreement.

8.3.3.5.4 When a HEAP payment or ECIP Fast Track payment has been made directly to an energy vendor, notification of payment(s) shall be shown as a credit on the utility bill(s).

8.3.3.6 ECIP WPO Payment Guidelines Specific

8.3.3.6.1 Contractor shall complete the ECIP/HEAP Payment Request Confirmation (CSD 415) or approved Contractor's equivalent form or approved Contractor's equivalent process that confirms payment was made to the client's account. If the client does not have an account, confirmation of the delivery of the benefit to the client is required.

8.3.3.6.2 Contractor shall make payments directly to energy vendors on behalf of clients whose energy sources are wood, propane, or oil.

8.3.3.6.3 CSD will not make payments to clients for WPO assistance.

8.3.3.6.4 Before paying energy vendors, Contractor shall verify that charges for the services and goods provided are reasonable and within fair market value.

8.3.3.6.5 Contractor shall notify the applicant of the recipient household, in writing, when payments are made directly to an energy vendor for wood, propane, or oil on their behalf.

8.3.3.6.6 Contractor shall forward payments for WPO on behalf of applicants to corresponding energy vendor within 60 calendar days from the date obligation was incurred, unless a formal contract, approved by CSD, between Contractor and vendor provides for other terms.

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

8.3.4 ECIP Emergency Heating and Cooling Services (EHCS)

8.3.4.1 Applicant Eligibility

Eligibility of the applicant shall meet all requirements for eligibility as described in the Weatherization Activity Guidelines specified in Section 8.2.

8.3.4.2 Dwelling Eligibility

Eligibility of the dwelling shall meet all requirements for eligibility as described in the Weatherization Activity Guidelines specified in Section 8.2.

8.3.4.3 Dwelling Assessments

8.3.4.3.1 Assessment of the dwelling shall meet all requirements as described in the Weatherization Activity Guidelines specified in Section 8.2.

8.3.4.3.2 Work crews of Contractor who are only performing heating and cooling services shall not be required to perform the entire CAS test and may limit the testing to only the heating and cooling appliances to be repaired or replaced.

8.3.4.4 Allowable Services

ECIP EHCS may be used for the repair, replacement, and new installation of heating/cooling and water heating appliances identified in the ECIP Policy and Procedures and must meet the following criteria:

8.3.4.4.1 The applicant is income eligible and submits the required documentation to complete the eligibility of the dwelling;

8.3.4.4.2 The applicant has insufficient funds to pay the cost of repairing or replacing an eligible heating or cooling appliance or for a new heating or cooling appliance;

8.3.4.4.3 The appliance condition meets one of the appliance repair/replacement criteria as defined in the ECIP Policies and Procedures; and

8.3.4.4.4 The services to mitigate and completely resolve the emergency and satisfy the relevant emergency assistance meet the timeframes as defined in the ECIP Policies and

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

Procedures.

8.3.5 Natural Disasters

8.3.5.1 When a dwelling that has been damaged by a natural disaster such as fire, flood, earthquake, hurricane, etc., a scope of work shall be submitted to CSD for approval prior to beginning work related to a natural disaster.

8.3.5.2 The occupant shall be certified as currently eligible and a dwelling assessment shall be performed.

8.3.5.3 Contractor may have damages repaired that are within the scope of the weatherization program if the same services will not be paid for or reimbursed by any other source.

8.4 ECIP Fast Track and HEAP Electric and Gas Pledge Guidelines

8.4.1 Contractor shall pledge all applications where the Contractor has determined the applicant has a qualifying emergency as specified in subsection 8.3.3.2.6 of Section 8.3, regardless if the benefit is issued under ECIP Fast Track or HEAP Electric and Gas, provided that the application meets the eligibility and prioritization criteria and Contractor's Utility Assistance funds are available.

8.4.2 After a pledge has been made, Contractor shall submit the application to CORE as specified in subsection 6.1.1, of Section 6.1.

8.4.3 Contractor shall determine the applicant has met the eligibility requirements prior to pledging. If an eligible applicant is subsequently determined to be ineligible, Contractor shall cancel the ineligible applicant's pledge with the Utility Company within five business days upon such determination.

8.4.4 If the applicant's pledge amount changes, Contractor shall adjust the pledge amount with the Utility Company.

8.5 SWEATS and PSPS Activity Guidelines

8.5.1 The SWEATS Policy was developed by CSD to facilitate the delivery of allowable LIHEAP emergency service provisions during an emergency such as a natural disaster or energy supply shortage or disruption. SWEATS services are further defined in guidance memorandum CPN-E-20-01 SWEATS Policy, and services shall be administered in accordance with guidelines, reimbursement provisions, and other information issued by CSD during a qualifying event. Contractor shall ensure SWEATS implementation and administration is in accordance with CPN-E-20-01.

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

8.5.2 The PSPS Policy was developed to facilitate the delivery of allowable services to low-income households medically vulnerable to the effects of energy related emergencies and residing in designated High Fire Risk Areas. Contractor shall ensure that PSPS implementation and administration is in accordance with CPN-E-20-02 PSPS Emergency Preparedness Pilot Policy and CPN-E-20-02M3.

8.6 Quality Assurance

8.6.1 Certification

Contractor, or its designee, shall establish a comprehensive, detailed, and fully documented Quality Control procedure to assess the quality and completeness of Weatherization and ECIP EHCS work performed under this Contract. Such assurance shall be documented on the CSD Dwelling Assessment Form (CSD 540) and CSD Post Inspection Form (CSD 611) or approved Contractor's equivalent and shall be signed and dated by a certifying Contractor representative.

8.6.2 Post-Weatherization Inspections

8.6.2.1 Contractor shall perform Post-Weatherization Inspections on 100% of the dwellings weatherized under this Contract. Weatherization jobs where measures installed are limited to lightbulbs, water measures and alarms are exempt from receiving post-inspections.

8.6.2.2 If Contractor is unable to perform a post-inspection, Contractor must demonstrate that a reasonable attempt was made to schedule or perform the post-inspection. Attempts must be fully documented on the Agency Weatherization Inspection Report (CSD 611) and maintained in the client file. The following shall constitute a reasonable effort:

8.6.2.2.1 One phone call attempt plus one correspondence to client stating an attempt was made to inspect and offering to reschedule; or

8.6.2.2.2 One missed appointment or a client refusal plus one correspondence stating an attempt was made to inspect and offering to reschedule.

8.6.2.3 Post-Weatherization inspections shall be conducted for the purpose of assessing the quality and completeness of performed weatherization services and compliance with CSD TRM. The post-inspection shall:

8.6.2.3.1 Verify that all measures were completely installed in accordance with said terms and conditions of this Contract;

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

8.6.2.3.2 Review of installed measures to determine the absence of any feasible Mandatory Measure not installed and the installation of a measure (non-feasible measure) that may not be in compliance with said standards and the terms and conditions of this Contract;

8.6.2.3.3 Verification that the unit received shell leakage, and duct leakage testing, as applicable;

8.6.2.3.4 Verification that required CAS testing of eligible combustion appliances was performed and inspection of combustion appliances to verify the safe operating condition of combustion appliances within the dwelling residence; and

8.6.2.3.5 Verification that an energy audit was performed when required and in compliance with Energy Audit/Priority List Protocol.

8.6.2.3.6 Confirm ECM's installed as part of an energy audit meet energy audit improvement results including but not limited to: accurate reporting of dwelling characteristics, confirmation of pre and post blower door and duct testing results were accurately reported and coincided with the reported data on the Shell Leakage Datasheet (CSD 704)and Duct Leakage Datasheet (CSD 706); measured insulation R-values, accurate reported efficiencies and costs of heating/cooling and water heating appliance efficiency installations; and that the costs billed do not exceed the improvement costs identified in the Improvement Analysis Report.

8.6.2.3.7 Inspection of the unit dwelling to ensure that all identified health and safety hazards, whether pre-existing or resulting from the performance of weatherization services, have been successfully remedied.

8.6.2.4 Contractor shall ensure that Post-Weatherization Inspections are performed by trained staff successfully completing all required training as specified in Article 9.1, Training Requirements.

8.6.2.5 If Contractor subcontracts Post-Weatherization Inspection services, then Contractor must aggregate weatherization jobs to mitigate the cost associated with performing inspections. The maximum allowable cost of each post-inspection by a subcontractor is as follows:

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

8.6.2.5.1 Subcontractors awarded a contract through a competitive procurement process shall not exceed the measure maximum per inspection. The inspection rate includes all expenses related to the Post-Weatherization Inspection such as the cost of the inspection, administration, and travel costs of subcontractor.

8.6.2.5.2 Subcontractors that are part of CSD's network of LIHEAP contractors, and performing inspections under a contract, Memorandum of Understanding or similar contract, and not competitively procured in accordance with the Contractor's procurement process and procedure, shall bill actual costs for the Post-Weatherization Inspection and related expenses such as inspector wages, overhead, administration and travel costs of subcontractor. The total cost of all related expenses shall not exceed the measure maximum per inspection.

8.6.2.6 Contractor shall ensure job separation between staff performing post-weatherization inspection activities and weatherization crew personnel performing the physical installation and performance of weatherization measure services funded under this Contract.

8.6.2.7 If Contractor elects to subcontract with entities outside of CSD's network of Local Service Providers for the full installation of weatherization measures, the subcontractor performing the installation of weatherization measures shall not perform the post-weatherization inspection activities. Contractor shall ensure job separation by using Contractor's staff or another subcontractor to perform the post-weatherization inspection.

8.6.2.8 The Quality Assurance Inspector shall certify the performance of Post-Weatherization Inspections of dwelling units by completing and signing Contractor Post-Weatherization Inspection Report (CSD 611). Contractor shall retain a copy of the completed and signed form in the client file.

8.6.3 Third-Party Inspections

8.6.3.1 CSD may use a third-party inspector to review and verify that the weatherization activities performed under this Contract conform to applicable standards and practices.

8.6.3.2 Contractor or a ride-along (designated representative) shall accompany the inspector on client inspection visits and shall provide equipment to the inspector. When possible, Contractor shall make corrections during

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

the client inspection visits.

8.6.3.3 Contractor agrees to remedy all Nonhazardous Conditions (nonhazardous work deficiencies) noted by CSD or its designee within 20 business days of written notification.

8.6.3.4 Contractor must remedy all Hazardous Conditions resulting from weatherization measure installation in accordance with the TRM. Any Hazard Fails that are not remedied within 18 hours will require completion of the Hazardous Correction Work Plan denoting the reason why the hazardous correction is unable to be resolved within 18 hours and the action that will be taken to resolve the hazard.

8.6.3.5 Contractor must remedy all inspection corrections identified on the Comprehensive Inspection Report including confirmation of correction to CSD's third-party inspector within 20 business days.

8.6.4 Noncompliance

8.6.4.1 Contractor shall be subject to the withholding of any or all reimbursements for failure to completely resolve an identified Fail or Hazardous Condition in accordance with the TRM. The reimbursement sanction will apply to the next fiscal reimbursement request associated with the program of the weatherized unit in question. The reimbursement sanction will remain in effect until Contractor successfully resolves the Fails or Hazardous Condition and confirms the resolution with CSD and the designated Inspection Contractor. The sanction will apply to all subsequent fiscal reimbursement requests of the primary funding source in question so long as the Fails and Hazard Fails remains unresolved.

8.6.4.2 If it is determined that the Contractor has failed to resolve an identified Hazardous Condition in accordance with the Hazardous Correction Work Plan, CSD may utilize the services of the designated Inspection Contractor to successfully resolve the delinquent Hazardous Condition. Contractor will assume responsibility for costs associated with the use of Inspection Contractor's services. The costs will include labor, materials, and travel equal to the Inspection Contractor's training and technical assistance hourly rate and the total amount will be withheld from the Contractor's next request for fiscal reimbursement.

8.6.4.3 If it is determined that the Contractor has incorrectly billed CSD because a measure was not installed, or the quantity installed is less than the quantity billed, Contractor shall install the billed measure or quantity, if feasible. In cases when a physical remedy is not possible, repayment of

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

the labor and material costs for the non-installed measure or quantity will be withheld from subsequent reimbursements.

8.6.4.4 Contractor will be subject to Special Conditions, in accordance with Section 10.4, if it is determined that one or more of the following conditions exist:

8.6.4.4.1 Contractor has a history of unsatisfactory performance;

8.6.4.4.2 Identification of one or more Hazardous Conditions in dwellings weatherized by Contractor;

8.6.4.4.3 Failure to remedy an identified Hazardous Condition in a timely manner; and

8.6.4.4.4 Substantial number of Nonhazardous Conditions and/or identified trends or patterns of nonconformance to installation criteria.

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

ARTICLE 9 - TRAINING, LICENSING, AND CERTIFICATIONS

9.1 Training Requirements

9.1.1 CSD's statewide training program is detailed in the CSD Training Policies and Procedures Manual (TPPM). Contractor shall ensure weatherization service activities covered by this Agreement are performed by properly licensed contractors and/or properly trained individuals in accordance with training requirements specified in the TPPM.

9.1.2 Contractor shall maintain and make available for reference to Contractor's employees and subcontractors who perform weatherization services, the following documents:

9.1.2.1 CSD TRM;

9.1.2.2 CSD Training Policies and Procedures Manual (TPPM);

9.1.2.3 Other applicable policies and procedures;

9.1.2.4 Official State and Federal Program Notices;

9.1.2.5 Current CSD Field Forms; and

9.1.2.6 Required Training Materials

9.2 Contractor Licensing

Contractors, unless otherwise exempt or their subcontractors performing basic weatherization services under this Contract shall comply with TRM and the following licensing requirements:

9.2.1 Possess and maintain an active Class "B" General Building Contractor license, issued by the Contractors State License Board (CSLB) in the name of the Contractor/qualifying individual;

9.2.2 Fulfill the requirements of, and receive certification pursuant to the Toxic Substances Control Act, Section 402 (15 USC § 2601 et seq.; 40 CFR § 745.226 & 227);

9.2.3 Contractor, unless otherwise exempt from the licensing requirement, shall upload and maintain a copy of the current Class "B" CSLB license into the CSD Training Portal.

9.2.4 Contractor is responsible for ensuring that all subcontractors have active licensing

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

and are in good standing for the duration of the subcontract; and

9.2.5 Contractor shall immediately notify CSD when any changes in licensing occur.

9.3 Special Licensing - Weatherization

9.3.1 Special licensing may also be required for the installation and/or repair of Evaporative Cooler, Cook Top and Range, Vented Space Heater, Air Conditioning, and Gas and Electric Water Heaters, if two or more weatherization measures are not installed in a single unit. Electrical wiring upgrade/replacement and knob and tube wiring certification will always require a C-10 license.

9.3.2 Specialty subcontractors must possess all applicable licenses as required by the CSLB to carry out installation and/or repairs. Specialty licensing is required for specific measures including: C-10 Electrical Contractor (including electrical wiring upgrade/replacement and knob and tube wiring certification); C-20 Warm-Air Heating, Ventilation and Air-Conditioning Contractor; C-36 Plumbing Contractor; C-46 Solar Contractor; C-47 Mobile Home Contractor; and D-65 Weatherization Energy Conservation.

9.3.3 Contractor is responsible for ensuring that all subcontractors have active licensing and are in good standing with the CSLB for the duration of the subcontract.

9.4 Environmental Protection Agency (EPA) Certifications

9.4.1 All contractors providing services utilizing in-house crews shall be certified as an EPA Certified Firm in accordance with EPA's Renovation, Repair and Painting Program requirements (40 CFR Part 745). Contractors who subcontract all of their weatherization and ECIP EHCS services are required to be certified and shall have at least one EPA Certified Renovator on staff for subcontractor oversight purposes.

9.4.2 Contractors shall ensure that all subcontractors whose work potentially disturbs lead paint are EPA Certified Firms and have EPA Certified Renovators on staff.

9.4.3 Any contractor without the required certification will not be allowed to perform weatherization or EHCS services.

9.5 Mandatory Training

Contractor must participate in mandatory training such as eligibility start-up training, TRM training, contract review webinars, monitoring trainings and other trainings CSD deems mandatory. CSD will provide notice of mandatory training to Contractor via announcement posted on the LAP, at least 10 business days prior to the date the mandatory training is scheduled to occur.

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

SUBVENTION CONTRACT

COMPLIANCE REQUIREMENTS

ARTICLE 10 - COMPLIANCE POLICIES AND PROCEDURES

10.1 Right to Monitor, Audit, and Investigate

10.1.1 Contractor shall comply with any duly authorized representative of the federal or state government who is conducting a monitoring visit, audit, or an investigation in accordance with 42 USC § 8627 and Gov Code § 16366.7, as amended.

10.1.2 Contractor shall, upon reasonable notice, make available all information and materials reasonably necessary for CSD to substantiate to its satisfaction that expenditures incurred under this Contract are allowable and allocable, including, but not limited to files, books, documents, papers, and records. Contractor agrees to make such information and materials available to the federal government, the State, or any of their duly authorized agents or representatives, for purpose of examination, copying, or mechanical reproduction, on or off the premises of the subject entity.

10.1.3 All contracts entered into by Contractor with audit firms for purposes of conducting independent audits under this Contract shall contain a clause allowing CSD or any duly authorized agent or representative of the federal or state government timely access to the working papers of the audit firm(s).

10.2 Auditing Standards and Reports

10.2.1 Auditing Standards

10.2.1.1 *Applicability.* The standards set forth in 45 CFR Part 75 Subpart F – Audit Requirements are hereby incorporated by reference.

10.2.1.2 *Supplemental Audit Guide.* In addition to the audit requirements specified above, Contractor must follow the most current CSD Supplemental Audit Guide, incorporated into this Contract by reference in Article 14. The Supplemental Audit Guide may be accessed at the CSD LAP.

10.2.2 Audit Reports

10.2.2.1 Funds provided under this Contract shall be included in an audit conducted in accordance with the provisions of 45 CFR Part 75 Subpart F – Audit Requirements, standards promulgated by the American Institute of Certified Public Accountants (AICPA), and those standards included in The U.S. Government Accountability Office's "Government Auditing Standards," December 2011 Revision, as amended.

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

10.2.2.2 *Organizations below audit threshold.* Contractors falling below the federal funding threshold that mandates a single audit may be subject to an audit and/or other fiscal- or program-specific review conducted by CSD or its agents, upon 30-day written notice.

10.2.2.3 The financial and compliance audit report shall contain the following supplementary financial information: a Schedule of Expenditures of Federal Awards (SEFA) in accordance with 2 CFR § 200.510 (45 CFR § 75.510). All LIHEAP grants shall be reported separately on the SEFA by program component, i.e., Weatherization (Wx) and ECIP/HEAP/Assurance 16 (EHA16). In addition, a separate Supplemental Statement of Revenues and Expenditures (SSRE) for each contract whose term ends during the single-audit fiscal year shall be included in that year's single audit. The SSRE shall report revenue and expenditures for CSD funding by contract line item and fiscal year. The SSRE shall cover the entire contract term as required in CSD's Supplemental Audit Guide.

10.2.3 *Submission of Audit Reports.* Contractor shall submit to CSD one electronic copy of the required audit report(s) and any management letter(s) issued by the accountant, within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the Contractor's fiscal year.

10.2.4 *Failure to File IRS Form 990 for Tax-Exempt Organizations* If Contractor fails to file Form 990 timely, Contractor must provide:

10.2.4.1 Evidence of an extension request with an estimated timeframe for submission; or

10.2.4.2 An explanation of why Contractor does not plan to file Form 990.

10.2.5 The audit report(s) and all supplemental financial information must be submitted to the following addresses:

Electronic copy:
audits@csd.ca.gov

Printed copy:
Department of Community Services and Development
Attention: Audit Services Unit
2389 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833

Upon receipt of the audit report, CSD's Audit Services Unit (ASU) will send a confirmation email within 5 to 10 business days. Contractor should verify receipt

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

of ASU's confirmation email to ensure your single audit was received.

In accordance with the guidelines of the Division of Audits of the California State Controller's Office (SCO), if Contractor is a local government agency, additional copies of the audit report must be submitted to the following address:

Mailing Address:

State Controller's Office
Division of Audits
Financial Audits Bureau/Single Audits Unit
P.O. Box 942850
Sacramento, CA 94250-5874

Street Address for FedEx:

State Controller's Office
Division of Audits
Financial Audits Bureau/Single Audits Unit
3301 C Street, Suite 700
Sacramento, CA 95816

10.2.6 Failure to Comply with Audit Reporting Requirements

If Contractor fails to comply with Federal statutes, regulations or the terms and conditions of this Contract, CSD may impose additional conditions, as described in 45 CFR § 75.207. If CSD determines that noncompliance cannot be remedied by imposing additional conditions, CSD may take one or more of the following actions, as appropriate in the circumstances, as provided in 45 CFR § 75.371 - § 75.380 *Remedies for Noncompliance*:

10.2.6.1 Temporarily withhold cash payments pending correction of the deficiency by Contractor or more severe enforcement action by the Federal awarding agency;

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

10.2.6.3 Wholly or partly suspend or terminate the Federal award;

10.2.6.4 Recommending that suspension or debarment proceedings (as authorized under 2 CFR Part 180) be initiated by the Federal awarding agency;

10.2.6.5 Withhold further federal awards; or

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

10.2.6.6 Take other remedies that may be legally available.

10.2.7 Collection of Disallowed Costs

10.2.7.1 If Contractor challenges questioned costs and submits complete and accurate information or documentary evidence in support of the allowability of questioned costs, CSD shall, after consideration of Contractor's submission issue a final TR, no later than 30 days after receipt of Contractor's information or documentation. If questioned costs are determined to be owning, CSD's Financial Accounting Services Unit (FASU) will send an invoice. Contractor will tender payment to FASU or a repayment plan acceptable to FASU.

10.2.7.2 All statements, notices, responses and demands issued in accordance with this Section 10.2.7 shall be in writing.

10.2.7.3 CSD may, at its discretion, reasonably extend the time periods allowed for responses specified in this Section 10.2.7.

10.3 Compliance Monitoring

10.3.1 Contractor shall substantiate that all costs claimed pursuant to this Contract are allowable and allocable under all applicable federal and state laws. To be entitled to reimbursement, Contractor must trace all allowable costs to the level of expenditure, to include providing supporting documentation reasonably necessary to substantiate the validity of such claim.

10.3.2 Contractor shall ensure that funds allocated are expended for the purposes identified in federal law and state law, and for allowable and allocable costs under the applicable rules of the Uniform Administrative Requirements.

10.3.3 Contractor shall comply with CSD's on-site or in-house and follow-up monitoring of Contractor to ensure that Contractor meets the Production Plan, administrative standards, financial management requirements, and other requirements of LIHEAP.

10.3.4 CSD shall provide Contractor reasonable advance notice in writing of on-site and/or in-house monitoring reviews of Contractor's program or fiscal performance.

10.3.5 Compliance monitoring will consist of a questionnaire that Contractor will be required to complete and return to CSD within 30 calendar days from receiving the questionnaire.

10.3.6 CSD will conduct client file reviews to verify compliance with financial and

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

program requirements. CSD shall notify Contractor of the client files requested, and Contractor shall provide the client files within five business days.

10.3.7 CSD may increase the number of client files reviewed and frequency of client file reviews based on the severity of non-compliance issues identified during the client file review process.

10.3.8 In accordance with Uniform Administrative Requirements, Contractor shall cooperate with CSD, including its representatives, and provide access to all programs, records, documents, resources, personnel, inventory, and other things reasonably related to the administration and implementation of the services and activities funded directly or indirectly by this Contract. To the extent Contractor maintains records and documents in an electronic format, Contractor must make such records and documents readily available to CSD: 1) for review on an appropriate electronic device provided by Contractor; and/or 2) for reproduction in electronic and/or hard copy format, as is necessary to effect the purposes of this Section 10.3. In order to realize the objectives of this subsection and to ensure that the integrity of the program, the proper expenditure of grant funds, and to prevent fraud, waste, abuse, and unjust enrichment, whether by design or inadvertence, Contractor shall cooperate with CSD as follows:

10.3.8.1 Upon request, provide a list of clients, jobs or properties to or for which LIHEAP services have been provided by Contractor, and to or for which Contractor has provided related services under other federal, State or non-governmental programs such as, but not limited to, public and private utility company programs, collectively "Associated Programs."

10.3.8.2 With respect to such list of clients, jobs, or properties, provide CSD and/ or the investigative entities or persons referenced in Section 10.1.1, access to client files or similar records and documents of the Associated Programs for the purpose of determining whether related services have been provided that result in duplicate billings or any violation of federal or State law, this Contract, or applicable federal and/or State LIHEAP guidelines.

10.3.8.3 For purposes of this Section 10.3.8:

10.3.8.3.1 "Duplicate billing" is defined as receiving reimbursement from more than one funding source for the same expenditures or costs, whether in whole or in part, that Contractor incurs in connection with rendering a service to or for a client, job, or property, resulting in a total reimbursement to Contractor, from all sources, in excess of actual expenditures or costs incurred.

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

10.3.8.3.2 To the extent necessary to realize the objectives of this article, the term "Contractor" includes any subcontractor or agent of Contractor in possession of the files, records, or documents or other information bearing on related services under any relevant Associated Program.

10.3.8.4 Contractor has no obligation to provide access to the client files, records, and documents of an Associated Program when no LIHEAP services have been provided and the client, job, or property is not required to be on the list furnished to CSD by Contractor, as provided herein.

10.3.8.5 In the event Contractor is unable to comply with the provisions of subsections 10.3.8.1 or 10.3.8.2 because of restrictions placed on Contractor by law in connection with an Associated Program, or restrictions imposed on Contractor pursuant to a binding written contract between Contractor and the funding source of such Associated Program, then Contractor shall so inform CSD by written declaration and provide supporting documentation for such declaration. Contractor shall, together with any declaration made, certify to CSD in writing that:

10.3.8.5.1 Contractor has not submitted duplicate billings to both LIHEAP and Associated Program; or

10.3.8.5.2 Contractor has not otherwise engaged in similar actions in violation of federal or state law.

10.3.9 CSD will host a File Transfer Protocol (FTP) Server and provide Contractor with specifications, documentation, and sample of FTP file configurations screens, as necessary, to enable Contractor to use the FTP Server to upload client files, records, and documents. Contractor shall submit client files, records, and documents via the FTP to allow CSD to complete an in-house review.

10.3.10 In the event that CSD determines that Contractor is not in compliance with material or other legal requirements of this Contract, CSD shall provide the observations, recommendations, or findings and request for a corrective action plan to Contractor in writing. Contractor shall submit to CSD a specific action plan for correcting the noncompliance.

10.3.11 Collection of Disallowed Costs

10.3.11.1 In the event questioned costs are identified in a final decision on cost disallowance issued by CSD, Contractor shall comply with any demand for repayment, as specified in such final report.

10.3.11.2 *Time for response.* Contractor shall have no less than 30 calendar days

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

from receipt of the final decision to tender payment to CSD or, alternatively, to provide CSD with complete and accurate information or documentary evidence in support of the allowability of questioned costs.

10.3.11.3 *Notice after review of further supporting evidence.* If Contractor challenges questioned costs and submits complete and accurate information or documentary evidence in support of the allowability of questioned costs as provided above in subsection 10.3.11.2, CSD shall, after consideration of Contractor's submission, accordingly, issue a revised Notice of Disallowed Costs, if any, no later than 30 days after receipt of Contractor's information or documentation. Contractor shall have 15 days from receipt of such Notice to tender payment or a repayment plan acceptable to CSD. In the alternative, Contractor may request a hearing in accordance with subsection 10.4.4 of this Contract, for CSD's final determination of disallowed costs.

10.3.11.4 All statements, notices, responses and demands issued in accordance with this Section shall be in writing.

10.3.11.5 CSD may, at its discretion, reasonably extend the time periods allowed for responses specified in this Section.

10.4 Enforcement Process - Noncompliance with Requirement of this Contract

10.4.1 Tax-Exempt Status Requirement

Nonprofit charitable organizations must maintain their 501(c)(3) tax-exempt status as a requirement for continued LIHEAP grant reimbursements and participation under the current Contract. All 501(c)(3) contractors shall notify CSD within one business day upon revocation of their tax-exempt status and cease all work performed under this Contract. CSD will halt all payments to Contractor while its nonprofit, tax-exempt status is revoked. Work performed prior to the revocation, but billed after such notice is received, shall be timely reimbursed to the Contractor. In addition, CSD may take additional enforcement steps consistent with federal and state law and this Contract.

10.4.2 General

The authority for CSD Enforcement Actions, as defined in Section 10.4.3, for cost disallowances/ recovery of misused funds, and for de-designation of eligible entity status (collectively "Enforcement Process") is found in the Uniform Administrative Requirements, and in state regulations (see 22 CCR § 100875). Contractor agrees that: 1) the present article shall guide, inform and clarify the Enforcement Process; 2) shall establish the procedures to be followed; and 3)

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

establish the rights and obligations of the parties with respect to the Enforcement Process, for purposes of implementing the principles set out in the applicable legal authorities.

10.4.3 Enforcement Action, "High Risk" – Determination and Notice

10.4.3.1 If CSD determines that Contractor is not financially stable, and that Contractor's financial condition is so tenuous that its ability to implement this Contract is seriously compromised, or if CSD determines that Contractor has not complied with the requirements of this Contract and that Contractor's noncompliance constitutes a material breach of the Contract, CSD may initiate an Enforcement Action. For purposes of this article, "Enforcement Action" means the imposition of any of the following: a) special conditions and/or sanctions; b) a determination of cost disallowance; c) contract suspension; d) contract termination; or e) termination of Contractor's service provider status.

10.4.3.2 To initiate an Enforcement Action, CSD must provide Contractor with written notice of "high risk" designation, setting forth: 1) the factual and legal basis for the determination of noncompliance, upon which the "high risk" designation is based; 2) the corrective action(s) required; and 3) the date by which the corrective action must be taken and completed.

10.4.3.3 For purposes of this article, "material breach" means any act or omission by Contractor that is in contravention or disregard of Contractor's duties and obligations under the terms of this Contract and under applicable State and federal law, which act or omission:

10.4.3.3.1 Constitutes fraud or gross negligence by Contractor or its agent(s);

10.4.3.3.2 Is likely to result in significant waste and/or abuse of federal funds;

10.4.3.3.3 Has a significant adverse impact on Contractor's ability to meet its administrative, financial, or programmatic duties and obligations over the term of the Contract or a significant portion thereof;

10.4.3.3.4 Violates or otherwise disregards significant program guidance and other requirements of the Federal Government, whether issued directly or through CSD;

10.4.3.3.5 May have serious adverse effects and consequences on the Contractor's customers, employees, subcontractors, creditors,

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

suppliers, vendors, or other stakeholders; or

10.4.3.3.6 May otherwise significantly and adversely affect the viability, effectiveness, or integrity of the program.

10.4.4 Special Conditions and Sanctions

10.4.4.1 "High risk" designation may include the imposition of Special Conditions, Sanctions and/or other special requirements with respect to Contractor's performance. CSD may impose Special Conditions and/or Sanctions upon a determination that such steps are reasonably necessary to address acute financial instability or a material breach of contract, as defined in Section 10.4.3, above.

10.4.4.2 Notice of Special Condition(s) and/or Sanction(s) shall be in writing and shall become effective on the date specified in the notice. Notice must contain the following information:

10.4.4.2.1 The nature of the Special Condition(s) and/or Sanction(s) being imposed;

10.4.4.2.2 The reason(s) for imposing Special Condition(s) and/or Sanction(s); and

10.4.4.2.3 The corrective actions that must be taken and the time allowed for completing them before CSD removes the Special Condition(s) and/or Sanction(s).

10.4.4.3 Special Conditions may include, but are not limited to:

10.4.4.3.1 Obtaining training and/or technical assistance;

10.4.4.3.2 The imposition of special or additional reporting requirements;

10.4.4.3.3 Special or conditional cost reimbursement requirements and procedures;

10.4.4.3.4 The provision of documentation by Contractor; and/or

10.4.4.3.5 The requirement to amend or modify systems, procedures, and/or policies.

10.4.4.4 Sanctions may include, but are not limited to:

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

10.4.4.4.1 The suspension of advances and/or reimbursements; and/ or

10.4.4.4.2 The issuance of stop work orders.

10.4.4.5 Sanctions may not be imposed without a hearing being first held in accordance with applicable regulations, unless CSD reasonably determines on the basis of credible information that:

10.4.4.5.1 Substantial sums to be paid to Contractor have been or will be used in violation of law or the provisions of this Contract; or

10.4.4.5.2 The associated costs are otherwise very likely to be disallowed; and

10.4.4.5.3 If Sanctions are not immediately imposed, taxpayer dollars are at significant risk and are unlikely to be recovered.

10.4.4.6 Review of Special Conditions and/or Sanctions.

10.4.4.6.1 If Contractor elects to contest the action to impose Special Conditions and/or Sanctions, Contractor shall have five business days following receipt of Notice of Enforcement Action in which to show cause, in writing, why the Special Conditions or Sanctions should not be enforced.

10.4.4.6.2 CSD shall have five business days following receipt of Contractor's response to accept or reject Contractor's objection and to state in writing the consequences of the decision and Contractor's obligations going forward, if any.

10.4.4.6.3 Contractor may, within five business days of receipt of Notice of Enforcement Action, request an informal meeting for the parties to consider the merit of the Notice and to discuss alternative courses of action, which meeting CSD may agree to if, in its sole judgment, it determines the meeting would be helpful to the process, can be held expeditiously, and will not unduly cause delay or otherwise increase the risk of loss of taxpayer dollars.

10.4.4.6.4 Contractor may, at any time, request in writing that CSD initiate the contract suspension or contract termination processes, to include the requisite hearings, as set out in 22 CCR § 100875.

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

10.4.4.6.5 Should Contractor fail to show cause why the Enforcement Action should not go forward, or should Contractor fail to request that CSD initiate either the contract suspension or termination processes, CSD may initiate such action upon its own motion.

10.4.4.6.6 Special conditions and sanctions shall remain in effect until the hearing procedure is completed, provided, with respect to sanctions, CSD reasonably determines that subsection 10.4.4.5 applies.

10.4.5 Cost Disallowance

10.4.5.1 If Contractor's non-compliance with the terms of this Contract results in an enforcement action, and if CSD determines that Contractor's non-compliance has resulted in questioned costs, CSD shall provide Contractor with a Statement of Questioned Costs along with the Notice of Enforcement Action, or at such later time in the Enforcement Process as questioned costs have been identified.

10.4.5.2 The Statement of Questioned Costs shall include:

10.4.5.2.1 A description of the costs questioned and the specified amount by type or category of costs;

10.4.5.2.2 The reason the costs are questioned, and the information and/ or documentation required to justify payment of the costs; and

10.4.5.2.3 The timeframe and procedures for Contractor's submission of the required information or documentation to CSD.

10.4.5.3 If CSD determines that more information is required before a Statement of Questioned Costs can be issued or before a final determination of cost disallowance can be made, CSD may conduct an investigative audit of Contractor's records, files and books of account, or retain an audit firm for such purpose. Contractor shall cooperate fully in any audit conducted and to ensure that Contractor's agents, accountants and subcontractors cooperate in the performance of such audit. A report of any audit conducted shall be shared with Contractor, who shall be given ample opportunity to respond to findings and to submit information and documentation in support of the response. If Contractor fails to cooperate in the conduct of an audit, initiated pursuant to this subsection, CSD may either impose sanctions, as provided in subsection 10.4.3 or, if feasible, issue a Notice of Disallowed Costs.

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

10.4.5.4 After CSD has considered any information and/or documentation submitted by Contractor in response to a statement of questioned costs or in response to an investigative audit report, CSD shall issue a Notice of Disallowed Costs, which notice shall include:

10.4.5.4.1 The amount of disallowed costs to be repaid, if any; and

10.4.5.4.2 The date by which repayment must be made or, in the alternative,

10.4.5.4.3 The date by which Contractor must submit a proposed repayment plan for consideration by CSD.

10.4.5.5 Before the expiry of five business days after receipt of a Notice of Disallowed Costs, Contractor may challenge the Notice of Disallowed Costs by requesting a hearing, conducted in accordance with the procedures set out in 22 CCR § 100875, for the purpose of adjudicating the matter of cost disallowance, provided however that either Contractor or CSD may opt to adjudicate other pending Enforcement Action matters, as provided in subsection 10.4.4.6. of this section, in a combined proceeding.

10.4.5.6 If Contractor fails to request a hearing to adjudicate cost disallowance, as provided in subsection 10.4.5.5, the Notice of Disallowed Costs shall be deemed final and Contractor shall comply with the provisions of the present Section 10.4.5.

10.4.5.7 Contractor will not be deemed to have complied with a Notice of Disallowed Costs until repayment is made or CSD has approved a repayment plan. In determining the acceptability Contractor's repayment plan, CSD shall take into consideration such factors as, but not limited to:

10.4.5.7.1 Federal requirements or conditions applicable to the grant(s) under which the disallowed costs were funded;

10.4.5.7.2 The exigencies of the grant program and CSD's ability to reallocate the funds repaid or otherwise dispose of the funds in accordance with applicable law;

10.4.5.7.3 The risk of being unable to recover funding and the options for securing Contractor's repayment obligation; and

10.4.5.7.4 Contractor's financial condition and ability to pay.

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

10.4.6 Contractor shall remain on "high risk" until CSD reasonably determines that Contractor has complied with the requirements of the Notice of "High Risk" Designation, including verification by CSD that corrective measures have been implemented, that all conditions have been met and that disallowed costs have been repaid or, alternatively, that CSD has deemed Contractor's repayment plan to be acceptable and Contractor has demonstrated it is in compliance with the plan. Upon determination that Contractor has complied with the requirements of the Notice of "High Risk" Designation, CSD shall give Contractor written notice of such determination.

10.4.7 In the event Contractor's non-compliance with the terms and conditions of this Contract are not remedied through imposition of special conditions, and/or sanctions, thereby enabling CSD to remove "high risk" designation, CSD may initiate further Enforcement Actions involving Contract Suspension, Contract Termination and Termination of service provider status, which shall be initiated and conducted in accordance with the applicable provisions found in 22 CCR § 100875 and other applicable State and federal statutes and regulations.

10.4.8 Lien rights

The State retains lien rights on all funds advanced.

10.5 Service Delivery and Expenditure Requirements

10.5.1 Service Delivery and Expenditure of Funds

10.5.1.1 Contractor shall, in accordance with Government Code §16367.5, be afforded maximum flexibility and control, within the parameters of federal and state law, in the planning, administration, and delivery of LIHEAP services. Regardless of the modalities and techniques utilized, Contractor is obligated: a) to ensure that the maximum numbers of persons are served, consistent with the effective and efficient service delivery, with program requirements and with applicable law; and b) to fully expend program funds by the date identified in the contract.

10.5.1.2 A substantial failure to expend funds and provide services to readily available qualified applicants, except for compelling reasons beyond Contractor's control, shall be deemed prima facie evidence of breach of contract and may constitute grounds for "high risk" designation and the applicable remedies as provided in Section 10.4, "Enforcement Process – Noncompliance with the Requirements of this Contract." Such failure of performance may, in accordance with the provisions of this article, result in a reduction in Contractor's grant allocation and the redistribution of future funding to other performing service providers.

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

10.5.2 Contractor Expenditure and Reporting Requirements

Contractor shall be at 99% expenditure of the Contract by January 31, 2026.

10.5.2.1 CSD will monitor Contractor's expenditures to evaluate compliance with meeting expenditure requirement by January 31, 2026, for each program category, including capped budget items.

10.5.2.2 Contractor shall submit timely expenditure reports, that allow CSD to evaluate Contractor's ability to meet the January 31, 2026, expenditure date requirement. Based upon these reports, CSD may determine that Contractor has not met the expenditure requirement and is out of compliance with this Contract.

10.5.2.3 Should the Contractor's actual expenditure trend indicate the Contractor is unlikely to expend at least 99% by January 31, 2026, the Contractor will notify the CSD no later than January 10, 2026 requesting to expend beyond January 31, 2026.

10.5.3 Contractor's Upcoming Program Year LIHEAP Performance Allocation Methodology

CSD shall determine Contractor's upcoming program year LIHEAP Contract Allocation Methodology based on performance expenditure requirements in Section 10.5.2. and distributed according to the following criteria:

10.5.3.1 Category A: If Contractor meets the performance requirements of Section 10.5.2 and reported no later than February 28 31, 2026, Contractor will receive their full allocation and a percentage of any redistributed funds not allocated to another contractor that fall into Category C, in Section 10.5.3.3.

10.5.3.2 Category B: If Contractor expends 99 percent of their allocation by February 28, 2026, and reported no later than March 31, 2026, Contractor will receive their full allocation but will <u>not</u> be eligible to receive any redistributed funds.

10.5.3.3 Category C: If Contractor does not expend at least 99 percent of their allocation by February 28, 2026 and reported no later than March 31, 2026, the 2026 LIHEAP allocation will be offset by the balances remaining recorded as of the January 31, 2026 expenditure period reported no later than January 31, 2026.

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

SUBVENTION CONTRACT

CERTIFICATIONS AND ASSURANCES

ARTICLE 11 - FEDERAL AND STATE POLICY PROVISIONS

11.1 Certifications

11.1.1 Contractor's signature affixed to this Contract shall constitute a certification that to the best of its ability and knowledge it will, unless exempted, comply with the provisions set forth in the following:

11.1.1.1 Contractor Certification Clauses (CCC-04/2017)

11.1.1.2 Safeguarding Access to State Data (Department of Finance, Budget Letter 04-35)

11.1.1.3 Safeguarding Against and Responding to a Breach of Security Involving Personal Information (Office of Information Security and Privacy Protection, Management Memo 08-11).

11.1.2 The above documents are hereby incorporated by reference into this Contract. To access these documents, please visit the CSD LAP.

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

11.1.4 GENERATIVE ARTIFICIAL INTELLIGENCE (GenAI) - "During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology. At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

approved by the State. Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief to which it may be entitled to as a result of such non-disclosure. The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State."

11.2 Provisions for Federally Funded Grants

11.2.1 Contractor certifies that it possesses legal authority to apply to the State for LIHEAP funds and assures compliance with the purposes as set forth in 42 USC § 8621 et seq., as amended.

11.2.2 Eligibility to Receive Federally Funded Public Benefits

Pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) (Public Law (Pub. L.) 104-193), as amended, and Executive Order W13596, dated August 27, 1996, while in effect, applicants for federally funded public benefits are required to provide proof of U.S. citizenship, U.S. non-citizen national, or qualified alien status. (8 USC §§ 1611, 1612, & 1642.) Contractor shall verify client eligibility in accordance with CSD Applicant Verification of Eligibility Procedures and Regulations, forms, and other written guidance provided by CSD.

11.2.3 Under the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA) Section 508, and NO VERIFICATION REQUIREMENT FOR NONPROFIT CHARITABLE ORGANIZATIONS, Section 432 (d) of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (8 USC § 1642 et seq.) as amended, Nonprofit Charitable Organizations are exempt from the requirement to determine, verify, or otherwise require proof of U.S. citizenship, U.S. non-citizen national, or qualified alien status of any applicant for such benefits in providing any Federal public benefit (as defined in 8 USC § 1611(c)) or any State or local public benefit (as defined in 8 USC § 1621(c)). (Pub. L. 104-208, Title V, Section 508; and 8 USC § 1642(d)).

11.2.4 Federal Funding Accountability and Transparency Act reporting requirement (FFATA) (Pub. L. 109-282).

Pursuant to the FFATA, CSD is required to report information regarding contractors (sub-awardees) receiving LIHEAP funds. Contractor must complete CSD form 279 and return with the Contract to enable CSD to comply with

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

FFATA reporting requirements including information regarding executive compensation and all subawards, contracts, and subcontracts in excess of $25,000 through the Federal Subaward Reporting System (https://www.fsrs.gov/) and in accordance with the terms found in Federal regulations at 2 CFR Part 170, including Appendix A.

CSD may issue guidance and/or Amendment(s) to this Contract, establishing additional reporting requirements as necessary to ensure compliance with the FFATA or other Federal and State regulations, as applicable.

11.2.4.1 Salary Limitation – Federal Executive Level II. Federal funds for grant programs consistently include a provision as part of the Consolidated Appropriations Act of 2017 (e.g., Pub. L. 115-31, May 5, 2017) from Congress that the amount that "shall be used to pay the salary of an individual, through the grant or other extramural mechanism" including non-federal share, must not exceed the amount of the Federal Executive Level II salary for that calendar year. This amount is published annually by the U.S. Office of Personnel Management and can be found on their website at https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2023/executive-senior-level under the "Rates of Pay for the Executive Schedule" link. This amount reflects an individual's base salary exclusive of fringe benefits and any income that an individual may be permitted to earn outside of the duties of the non-Federal entities organization. This salary limitation also applies to subawards, contracts, and subcontracts under an ACF grant or cooperative agreement.

11.2.5 Human Trafficking Provisions. Contractor is subject to the requirements of Section 106(g) of the "Trafficking Victims Protection Act of 2000" (22 USC § 7104). The full text of this requirement can be found at https://www.acf.hhs.gov/grants/award-term-and-condition-for-trafficking-in-persons.

11.2.7 Prohibition on Expending HHS Award Funds for Covered Telecommunications Equipment or Services. Pursuant to the "Prohibition on certain telecommunications and video surveillance services or equipment" (2 CFR § 200.216), contractors are prohibited from expending grant funds on "equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities)".

11.3 Federal Certifications Regarding Debarment, Suspension, and Related Matters

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

Contractor hereby certifies to the best of its knowledge that it or any of its officers, or any subcontractors:

11.3.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. For purposes of this certification of subcontractor eligibility, Contractor may rely on information available at Sam.gov.;

11.3.2 Have not within a three year period preceding this Contract 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;

11.3.3 Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in Section 11.3.2 above of this certification; and

11.3.4 Have not within a three-year period preceding this Contract had one or more public (federal, state, or local) transactions terminated for cause or default.

11.3.5 If any of the above conditions are true for the Contractor or any of its officers, Contractor shall describe such condition and include it as an attachment to the Contract. Based on the description, CSD in its discretion, may decline to execute this Contract or set further conditions for this Contract. In the event any of the above conditions are true and not disclosed by Contractor, it shall be deemed a material breach of this Contract, and CSD may terminate this Contract for cause immediately pursuant to the termination provisions of State and federal law governing the Low Income Home Energy Assistance Program.

11.3.6 No entity may participate in LIHEAP in any capacity or be a recipient of LIHEAP funds if the organization has been found ineligible for participation in federal assistance programs or activities. (Executive Orders 12549 and 12689, 2 CFR Parts 180 and 376.) All Contractors must obtain a Unique Entity Identifier assigned by the System for Award Management (SAM) if they do not already have one. CSD will check the SAM to verify that the Contractor is not debarred, suspended, or ineligible. See 45 CFR §§ 75.342 and 75.352.

11.4 Affirmative Action Compliance

11.4.1 Each contractor or subcontractor with 50 or more employees and a contract of $50,000 or more shall be required to develop a written Affirmative Action Compliance Program.

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

11.4.2 The written program shall follow the Equal Employment Opportunity clause obligations set forth in Title 41 of the Code of Federal Regulations, Subtitle B, Section 60-1.40, Sections 60-2.10 through 60-2.32, and Sections 60-741.1 through 60-741.47.

11.4.3 Each contractor with less than 50 employees shall comply with Executive Order 11246, Part II, Section 202, as amended by Executive Order 11375. Contractor shall ensure that subcontractors falling within the scope of this provision shall comply in full with the requirements thereof.

11.5 Nondiscrimination Compliance

11.5.1 Contractor certifies that it will, unless exempted, comply with the nondiscrimination program requirements set forth in this section.

11.5.2 Contractor hereby certifies compliance with the following:

11.5.2.1 Federal Executive Order 11246, as amended by Executive Order 11375, relating to equal employment opportunity;

11.5.2.2 Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 USC §§ 2000d et seq. and 2000e et seq.);

11.5.2.3 The Rehabilitation Act of 1973, as amended (29 USC §§ 701 et seq.);

11.5.2.4 Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 USC § 4211 et seq.; 41 CFR Subtitle B, Part 60-300);

11.5.2.5 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (41 CFR Subtitle B, Chapter 60, as amended); and

11.5.2.6 Americans with Disabilities Act of 1990 (Pub. L. 101-336; 42 USC § 12101 et seq.).

11.6 Contractor Fair Hearing - Civil Rights Act Violation

11.6.1 In the event of any violation or alleged violation of Title VI of the Civil Rights Act of 1964, as amended, (42 USC § 2000d et seq.) Contractor has the right to request a fair hearing in response to such violation or alleged violation within 30 calendar days from the date of such action.

11.6.2 The HHS will conduct such fair hearing in accordance with Title 45, Code of Federal Regulations, Part 81.

11.7 Specific Assurances

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

11.7.1 Pro-Children Act of 1994

11.7.1.1 In accordance with Title XII of Public Law 103-227, the "PRO-KIDS Act of 1994," smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs whether directly or through State, Territories, local and Tribal governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, subawards, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions or facilities and used for inpatient drug and alcohol treatment.

11.7.1.2 The above language must be included in any subawards that contain provisions for children's services and that all subawards shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to $1,000 per day.

11.7.2 American-Made Equipment/Products

Contractor shall assure, pursuant to the Buy American Act of 1933 (41 USC § 8301 et seq.), to the extent practicable, that all equipment and products purchased with funds made available under this Contract shall be American made.

11.7.3 Federal and State Occupational Safety and Health Statutes

Contractor assures that it shall be in compliance with the provisions as set forth in Federal and State Occupational Safety and Health Statutes: the California Safe Drinking Water and Toxic Enforcement Act of 1986 (Health & Safety Code §§ 25249.5 et seq.); Universal Waste Rule (Hazardous Waste Management System: Modification of the Hazardous Waste Recycling Regulatory Program) (63 FR 71225, codified at 40 CFR Parts 266 & 273); and California Workers' Compensation laws (Labor Code §§ 3200 et seq.).

11.7.4 Political Activities

11.7.4.1 Contractor shall refrain from all political activities if such activities involve the use of any funds that are the subject of this Contract.

11.7.4.2 Contractor is prohibited from any activity that is designed to provide voters or prospective voters with transportation to the polls or to provide similar assistance in connection with an election if such activities involve the use of any funds that are subject to this Contract.

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

11.7.5 Lobbying Activities

11.7.5.1 Contractor shall refrain from all lobbying activities if such activities involve the use of any funds that are the subject of this Contract or any other fund, programs, projects, or activities that flow from this Contract.

11.7.5.2 If Contractor engages in lobbying activities, Contractor shall complete, sign and date the CERTIFICATION REGARDING LOBBYING/DISCLOSURE OF LOBBYING ACTIVITIES, as required by the HHS (45 CFR Part 93, Appendix A).

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

SUBVENTION CONTRACT

ARTICLE 12 - GENERAL TERMS AND CONDITIONS GTC 04/2017

The California General Terms and Conditions (GTC 04/2017), hereby incorporated into this Contract by reference, is available at the following web address:

https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language

Click the "GTC 04/2017" link to download the current requirements.

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

ARTICLE 13 - DEFINITIONS

All terms used in this Contract shall be those as defined in applicable federal and state law (see 42 USC §§ 8621 et seq. and Government Code § 16367.5) and regulation (see 45 CFR Part 96 and 22 CCR § 100800), or as more specifically defined as:

Administrative Costs: Actual costs for auxiliary functions such as salaries, wages, workers compensation, and fringe benefits for administrative staff, facilities, utilities, office and computer equipment, telephone, travel, accounting, auditing, monitoring assistance, office supplies, and like services necessary to sustain the direct effort involved in administering a grant program or an activity providing services to the grant program. Includes incurred costs associated with participation and attendance to policy advisory committee meetings and workgroups.

Contract: The complete contents of this contract entered into by and between CSD and Contractor, including all rights, duties, and obligations, whether expressed or implied, required toward the legal performance of the terms hereof.

Amendment: A formal change to the Contract of a material nature including but not limited to the term, scope of work, or name change of one of the Parties, or a change of the maximum amount of this Contract.

Authorized Agent: The duly authorized representative of the Board of Directors of Contractor and duly elected or appointed, qualified, and acting officer of CSD. In the case of Contractor, CSD shall be in receipt of board resolution affirming an agent's representative capacity to bind Contractor to the terms of this Contract.

CSD Program Advisory (CPA): The purpose of the CPA is to provide information, correct problems, contradictions and uncertainty. A CPA serves as short-term guidance to inform or direct immediate action to correct a problem or provide relief from an obligation.

CSD Program Notice (CPN): The purpose of the CPN is to supplement contractual requirements and facilitate program implementation. A CPN serves as long term guidance to summarize or interpret regulations or contract requirements.

Call-Back: A call-back is a visit from Contractor that occurs when a measure fails (either during inspection, or later within the warranty period) and must be corrected by the Contractor. The required warranty periods are defined in TRM. Warranty corrections and apply to both the LIHEAP and DOE or DOE BIL weatherization programs.

California Certified Inspector/Risk Assessor Contractor: An individual who is certified by the State of California, Department of Health Services, as a lead-related construction Inspector/Risk Assessor.

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

California Energy Commission (CEC) Climate Zone: The CEC established 16 climate zones that represent a geographic area and that have a particular weather pattern. These climate zones are based on energy use, temperature, weather, and other factors that determine the types of building standards that are subject to the Title 24 Energy Efficiency Standards and that dictate the energy conservation measures that must be installed in a weatherized dwelling, as required by law.

Categorically Eligible: Certain households will be determined "categorically eligible" to participate in LIHEAP without consideration for income, as long as the household meets all the eligibility criteria. This policy only applies to households receiving CalWORKs and CalFresh.

Certification Date: The date the applicant is deemed eligible and the Contractor commits to provide services. The certification date should not be before the intake date.

Certified Lead-Free: Residential property that has been determined by a California Certified Inspector/Risk Assessor Contractor to be absent from the presence of lead-based paint.

Certified Lead-Safe: Residential property in which lead-painted surfaces are intact and/or have been treated with measures to stabilize and eliminate lead-paint hazards and that, as such, poses no immediate threat to the occupants as determined by a California Certified Inspector/Risk Assessor Contractor.

Certified Translator: A translator that has been certified to translate a specific language and are often members of a professional translation association such as American Translators Association and American Literary Translators Association, etc.

Children: Members of a household who have not attained their 19th birthday.

Client Education/Counseling: Includes, but is not limited to, providing client with written information describing energy-saving behavioral adjustments that will decrease the energy consumption of the household; providing client with resource information, referral, and budget counseling in order to assist clients in achieving self-sufficiency; providing client with mold and lead-safe education and advising client of the benefits of weatherization in their homes.

Client Intake: Includes, but is not limited to, the process of completing an intake form and reviewing applicant documentation in order to verify eligibility.

Client Needs Assessment: The act of acquiring additional and appropriate information from an eligible client to determine the needs that can be served by Contractor and other available programs after eligibility has been established.

Contractor: The entity (partnership, corporation, agency, or association) designated on the face sheet of the Standard Agreement (STD 213) of this Contract.

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

CORE: Combined Outcome Reporting Engine (CORE) System: Software used by CSD's Local Service Providers to submit Utility Assistance, Wood, Propane, and Oil transaction records for validation and further processing.

Crisis: Weather-related and/or supply-shortage emergencies and other household energy-related emergencies that negatively impact the energy-related economic conditions of low-income households. A crisis can be caused by:

a. Cold or hot weather-related events, such as flood, earthquake, tornado, hurricane, ice storm/freeze; or events meeting such other criteria as the Governor, and/or the President of the United States, at their discretion, and/or their designee, including CSD, may determine to be appropriate; or

b. Geopolitical events, such as wars, terrorism, civil disturbances, and embargoes, including geopolitical events that negatively impact the energy-related economic conditions of low-income households.

CSD: The State of California Department of Community Services and Development.

Database Transfer: A method wherein contractors utilize a local database platform to provide CSD with downloaded client and other program data.

Di Minimis Levels: The amount of lead paint disturbed in a dwelling is comprised of 2 square feet per room of interior surfaces, or 20 square feet of exterior surface, or 10% of a small component, e.g., windowsill, baseboards, and trim. When calculating the di minimis level, the entire surface of the component must be included in the computation. For example, when replacing a 2 x 3 foot window, the de minimis level would be 6 square feet and would exceed the maximum allowance for interior surfaces and the unit would be subject to HUD Regulation.

Diagnostic Testing: Series of testing protocols performed under the weatherization program involving the use of specialized tools to assess: the operating condition of combustion appliances for general safety and carbon monoxide emission levels, and pressurized diagnostic testing procedures to assess the integrity of building envelopes and duct systems for leakage and outside air infiltration. Diagnostic tests shall only be performed by qualified individuals possessing the required skill and training needed to perform diagnostic testing activities.

Direct Services: The portion of the LIHEAP funding to carry out the provisions of LIHEAP services and activities of this Contract, to include: Weatherization, Energy Crisis Intervention Program (ECIP) Services (excluding Utility Assistance), and Wood Propane and Oil (WPO).

DOE:The United States (U.S.) Department of Energy that provides funds for the Weatherization Assistance Program for Low-Income Persons. This program is authorized by Title IV of the Energy Conservation and Production Act (Pub. L. 94-385; 42 USC § 6801). The federal regulations for this program are in 10 CFR Part 440.

Definitions

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

Dwelling Assessment: The process used to evaluate the service needs of an eligible dwelling for weatherization services offered under the DOE or DOE BIL and LIHEAP weatherization programs. An assessment shall be performed by qualified individuals possessing the required skill and training needed to perform assessment activities.

Dwelling Unit: A house, including a stationary mobile or manufactured home, an apartment, a group of rooms, or a single room occupied as separate living quarters.

EHA-16:A term used to reference Emergency Crisis Intervention Program, Home Energy Assistance Program and Assurance-16 service components.

Elderly:An individual 60 years of age or older.

Electronic File:A contract or other record created, generated, sent, communicated, received, or stored by electronic means.

Emergency:Meets the federal definition at 42 USC § 8622(1) and shall be defined as being any one or more of the following conditions:

a. A natural disaster (whether or not officially declared);

b. A significant home energy supply shortage or disruption;

c. An official declaration of a significant increase in:

   i. Home energy costs;

   ii. Home energy disconnection;

   iii. Enrollment in public benefit programs; or

   iv. Unemployment and layoffs;

d. An official emergency declaration by the Secretary of Health and Human Services.

   In those situations where there is not an official federal, state, or local declaration of emergency, e.g., an undeclared natural disaster or a significant home energy supply shortage or disruption that affects a low-income individual, an emergency will be deemed to exist by CSD where there is imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

Energy Burden: The expenditures of the household for home energy divided by the income of the household.

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

Energy Conservation Measures (also known as Weatherization Measures): A wide variety of measures installed in or applied to the dwelling to increase the energy efficiency or to reduce the total energy expenditures of the dwelling.

Environmental Inspection: A visual assessment and sampling which includes asbestos, lead and radon when allowable per the contract. Environmental inspections shall be in accordance with all CSD policies and procedures and in compliance with all Federal and State regulations. Allowable costs include actual labor costs while on the jobsite and testing fees associated with the inspection.

Evaporative Cooler Repairs: Repair or replacement of filter pads, water pumps, belts, motors, or other components that promote efficient operation of the unit.

Final Allocation: The actual amount of funds available to Contractor under this Contract, as calculated pursuant to Title 22, California Code of Regulations, Section 100830 after CSD receives the notice of grant award for the full annual allocation based on the appropriation by Congress for the Federal Fiscal Year, and as publicly announced by CSD's Director or designee, subsequent to the execution of this Contract.

General Operating Costs: Costs that are directly allocable to those costs defined as related facilities, office and computer equipment, office supplies, telephone, travel and materials and activities to prevent exposure to COVID-19 as allowable program costs.

Hazardous Condition: Any condition posing an immediate health and safety threat to the client and/or persons working in the dwelling unit. Hazardous conditions include but are not limited to: Combustion Appliance Safety (CAS) hazards, appliance-related hazards, and electrical hazards as defined in the CSD TRM.

Heating/Air Conditioning Appliance Repairs/Replacements: The complete unit replacement, adjustments of gas pressure and/or air/fuel mixture, replacement of thermocouples, adjustment of refrigerant charge, filter replacements, or other component repairs or replacements necessary for safe and efficient operation.

Health and Safety Measures: A category of weatherization measures installed to mitigate health and safety hazards generated by combustion appliances and to preserve or improve indoor air quality. These measures include CO alarms, smoke alarms, heating/cooling and water heater repairs and replacements, Environmental Hazard Work weatherization and kitchen cooking appliance repair and replacements.

Highest Home Energy Needs: The home energy requirements of a household determined by taking into account both the energy burden of such household and the unique situation of such household that results from having members of vulnerable populations, including very young children (0-5), individuals with disabilities, and frail, older individuals (60+).

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

Home Energy Rating System (HERS) Provider, also referred to as HERS Rater: An entity or individual recognized by the California Energy Commission as a HERS Provider and certified in performing the necessary field and diagnostic testing verifications for demonstrating compliance with the 2016 Building Energy Efficiency Standards.

HUD Unit:A housing unit participating in a U.S. Department of Housing and Urban Development (HUD) Assisted Housing Program.

Infiltration Reduction Measures: A subcategory of weatherization measures installed in or applied to dwellings to reduce or stop the uncontrolled flow of conditioned air out of the dwelling or the uncontrolled flow of outside air into conditioned areas in the dwelling. Infiltration reduction is best accomplished with shell leakage technology

Intake Date:The date the Contractor receives or accepts the application.

Interim Allocations: Incremental releases of Continuing Resolution appropriations by CSD to fund LIHEAP Direct Services and Utility Assistance program activity under this Contract.

Interest Income: The interest earned by a Contractor directly generated or earned as a result of unexpended LIHEAP grant funds at the end of a contract term period. The interest earned by a Contractor is income generated as a result of depositing federal funds in an interest-bearing account.

Labor and Material Measures: Those measures where the measure reimbursement is based on the combined total of labor and material and the quantity of the measure itself is not limited to a specific amount per weatherized dwelling.

Labor and Material Single-Quantity Measures: Those weatherization measures where the reimbursement is based on the combined total of labor and material cost and the maximum quantity of the measure is limited to a single item per weatherized dwelling.

Liability Insurance: Insurance coverage to protect against claims alleging one's negligence or inappropriate action resulting in bodily injury or property damage. Related costs shall mean those actual costs allocated for insurance bonds, general liability insurance, and pollution occurrence insurance. Pollution occurrence insurance is optional.

Major Vehicle and Field Equipment Costs: Actual costs associated with the purchases of vehicles, office equipment and field equipment $10,000 or greater per unit used for the purpose of delivery of direct services. Pre-approval from CSD is required. Field equipment means diagnostic equipment and related equipment. Purchases must follow all federal and state rules and regulations governing LIHEAP pertaining to procurement standards.

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

Materials: Materials are those allowable items that are installed in or on the dwelling. All materials shall be in conformance with the CSD TRM and 10 CFR Part 440 Appendix A – Standards for Weatherization Materials.

Maximum Amount: The dollar amount reflected on line 3 of the face sheet of the Standard Agreement (STD 213) of this Contract, as amended to reflect the Final Allocation for the term of this Contract.

Migrant Farm Worker: A seasonal farm worker who performs or has performed farm work during the eligibility determination period (any consecutive 12 month period within the 24 month period preceding application for program benefits and/or services) that requires travel such that the worker is unable to return to his/her domicile (permanent place of residence) within the same day. Migrant farm worker is not a term used in the contract but is captured for reporting purposes in CSD's Weatherization Database, EARS and Intake Form (CSD 43).

Minor Vehicle and Field Equipment Costs: Actual costs associated with the purchase of vehicle, office equipment and field equipment under $10,000 per unit used for the purpose of delivery of program services. Purchases must follow all federal and state rules and regulations governing LIHEAP pertaining to procurement standards.

Mobile or Manufactured Home: A manufactured home regulated by the California Department of Housing and Community Development (HCD) that is built on a trailer chassis and designed for highway delivery to a permanent location, and it can be a single-, double-, or triple-wide home. To receive weatherization services under a CSD program, a mobile home must be a permanent, full-time residential dwelling, with a floor area of at least 330 square feet.

Modified Dwelling Assessment: The process used to evaluate the limited service needs of an eligible dwelling that has been previously weatherized under the DOE, DOE BIL or LIHEAP weatherization programs. The assessment is limited in scope and does not encompass a re-assessment of the entire dwelling unless measures have exceeded their useful life under LIHEAP. Assessments limited to ECIP EHCS work on dwellings not receiving weatherization services are to be included in the cost of the ECIP measure. An assessment shall be performed by qualified individuals possessing the required skill and training needed to perform assessment activities.

Modification: An immaterial change to this Contract that does not require an Amendment.

Multi-Unit Dwellings (MUD) also known as Multi-Family Buildings (MFB): Defined as residential dwelling structures containing more than one residential unit within a single building, including: duplexes, triplexes, fourplexes, and multi-unit apartments. For purposes of travel reimbursement to Contractors and shell leakage testing, Multi-Unit Dwellings are defined as multi-unit dwellings, e.g., apartments, with five or more attached residential units.

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

Natural Disaster: A weather event (relating to cold or hot weather), flood, earthquake, tornado, hurricane, or ice storm, or an event meeting such other criteria as the Secretary of Federal Department of Health and Human Service, in the discretion of the Secretary, may determine to be appropriate. For the purpose of the CSD Disaster Relief Plan, emergency services may be provided to low-income individuals and families affected by a natural disaster when the event is declared by a Presidential or Gubernatorial Order as a Federal or State Emergency.

Nonprofit charitable organization: Is defined by the Internal Revenue Code, Section 501(c) (3) (26 USC § 501(c)(3)). Section 501(c) (3) is a tax law provision granting exemption from the federal income tax to nonprofit organizations. 501(c)(3) exemptions may apply to corporations, and any community chest, fund, or foundation, organized and operated exclusively for religious, charitable, scientific, testing for public safety, literary, or educational purposes, or to foster national or international amateur sports competition, or for the prevention of cruelty to children or animals.

Outreach and Its Related Costs: Outreach activities are designed to ensure that eligible households, especially households with elderly and/or disabled individuals with high home energy burdens, are made aware of the assistance available. Costs relating to these activities may include: developing outreach materials (flyer/brochure information packets), advertising costs, printing costs, outreach mailers to targeted households, travel to outreach sites and related facilities, site costs, and the referral of eligible households to assistance providers in the community. Intake and assisting with the completion of an intake form are not considered outreach or a related cost.

Parties: CSD on behalf of the State of California, and the Contractor.

Pledge: A guarantee of payment or promise to pay made by the Contractor to the Utility Company via phone, fax, e-mail or webservice and guaranteed by CSD.

Pledge Date: The date in which the Contractor contacts the Utility Company via phone, fax, e-mail or webservice to pledge a payment on behalf of the applicant.

Pledge Timeframe: A set length of time, beginning on the date the Contractor makes the pledge and ends after a fixed number of days.

Program: Weatherization, HEAP, ECIP, and Assurance 16 services provided under 42 USC §§ 8621 et seq., as amended.

Program Income: Program income means gross income earned by Contractor that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance except as provided in 45 CFR § 75.307(f). “During the period of performance” is the time between the time in which the CSD may incur new obligation to carry out the work authorized under the award.

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

Reweatherization: Once a dwelling has been submitted to CSD for reimbursement as a completed unit, any subsequent weatherization services provided to the dwelling shall be considered reweatherization.

Ride-along: A representative of the Contractor who accompanies a designated third-party inspector while performing on-site inspections. CSD requires that, when possible, a ride-along be sufficiently trained to make necessary corrections during inspections, thereby minimizing or eliminating the need for return trips that may inconvenience the client and/or require re-inspection in accordance with the CSD TRM.

Seasonal Farm Worker: A person who during the eligibility determination period (any 12 month period within the 24 month period preceding application for program benefits and/or services) was employed at least 25 days in farm work or earned at least $400 in farm work and who has been primarily employed in farm work on a seasonal basis, without a constant year-round salary. Seasonal farm worker is not a term used in the Contract but is captured for reporting purposes in CSD's Weatherization Database, EARS and Intake Form (CSD 43).

Separate Living Quarters: Living quarters in which the occupant(s) do not live and eat with any other person(s) in the structure and which have either: (1) direct access from the outside of the building or through a common hall; or (2) complete kitchen facilities for the exclusive use of the occupant(s). The occupant(s) may be a single family, one person living alone, two or more families living together, or any other group of related or unrelated persons who share living arrangements.

Single-Family Dwelling: A dwelling structure containing no more than one dwelling unit. A single-family dwelling is defined as a one-unit, single-family dwelling or a one-unit, single-residential housing dwelling with one to four attached units.

Single Quantity Fixed-Fee Measures: Those weatherization measures with an assigned fixed-fee reimbursement and which limit the maximum quantity of the measure/service to a single item per weatherized dwelling.

State: The State of California Department of Community Services and Development.

Subcontractor: An entity (partnership, corporation, association, agency, or individual) that enters into a separate contract or agreement with Contractor to fulfill direct program or administrative tasks in support of this Contract.

Subcontract: A separate contract or agreement entered into by and between Contractor and Subcontractor to fulfill direct program or administrative tasks in support of this Contract.

Useful Life: Useful life means the length of time a Weatherization or ECIP HCS measure is expected to be useable.

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

Utility Assistance Funding: The portion of LIHEAP funding used to provide utility assistance services under ECIP Fast Track and HEAP Electric and Gas. These funds are administered by Contractor but paid to eligible clients – or to utility companies on the client's behalf – by CSD from Contractor's allocated amount of funding.

Vendor: An individual, sole proprietorship, firm, partnership, corporation, or any other business venture from which materials and goods are supplied and purchased.

Vulnerable Populations: Young children (ages 5 years or under), disabled, and elderly persons (ages 60 or older).

Weatherization Training and Its Related Costs: Costs associated with the training of personnel or subcontractors as specified in Article 9.1 of this Contract. Training may also include internal Contractor training, and attendance at weatherization-related training to include IT system training or other forms of weatherization training sponsored by DOE, CSD, and/or other organizations. Related costs may include salary/wages, materials, fees and travel. Excludes incurred costs associated with participation and attendance at policy advisory committee meetings and workgroups.

Workers' Compensation: Insurance that covers medical and rehabilitation costs and lost wages for employees injured at work. Workers' compensation shall mean those actual costs associated with workers' compensation coverage for program staff whose salaries and wages are chargeable under program costs.

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

SUBVENTION CONTRACT

ARTICLE 14 - FORMS AND DOCUMENTS INCORPORATED BY REFERENCE

The following forms and documents, all of which are hereby incorporated into this Contract by reference, are available on the CSD Local Agencies Portal at https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx.

14.1 Forms to be returned with signed contract:

14.1.1 Certification Regarding Lobbying/Disclosure of Lobbying Activities;

14.1.2 Agency Staff and Board Roster (CSD 188);

14.1.3 Federal Funding Accountability and Transparency Act Report (CSD 279);

14.1.4 2025 LIHEAP Production Plan (CSD 622);

14.1.5 Agency Local Plan; and

14.1.6 Public Website Update Form (CSD Form 251).

14.2 The following documents are hereby incorporated by this reference:

14.2.1 2025 LIHEAP Numbers, Contractors, and Service Areas;

14.2.2 Agency Local Plan;

14.2.3 State Administrative Manual Section 5100, 5300.5 and 5340 at http://sam.dgs.ca.gov/TOC/5300.aspx;

14.2.4 Reimbursement Rates for Weatherization and EHCS Activities;

14.2.5 Supplemental Audit Guide;

14.2.6 CSD Training Policies and Procedure Manual (TPPM); and

14.2.7 Direct Pay Utility Pledge Timeframe.

14.2.8 Technical Reference Manual (TRM)

14.2.9 Eligibility & Verification Guide

14.3 The following CPA's and CPN's are hereby incorporated by reference:

14.3.1 CPA-A-12-01 Program Procedure Guidance with NCB Procurement Worksheet;

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

14.3.2 CPA-E-18-005 Expenditure Reconciliation Policy and Procedure;

14.3.3 CPN-A-17-01 Equipment Use and Disposition Requirements;

14.3.4 CPN-A-18-01 Program Income;

14.3.5 CPN-E-19-001 Working Capital Advance;

14.3.6 CPN-E-19-002 Energy Reimbursement Policies and Procedures;

14.3.7 CPN-E-20-01 SWEATS Policy;

14.3.8 CPA-E-20-01E Guidance and Program Relief for LSPs Impacted by COVID-19

14.3.9 CPN-E-20-02 PSPS Emergency Preparedness Pilot Policy;

14.3.9.1 CPN-E-20-02E PSPS Emergency Preparedness Pilot Policy Errata

14.3.9.2 CPN-E-20-02M PSPS Emergency Preparedness Pilot Policy

14.3.9.3 CPN-E-20-02M2 PSPS Emergency Preparedness Pilot Policy Modification

14.3.9.4 CPN-E-20-02M3 PSPS Emergency Preparedness Pilot Policy

14.3.11 CPN-E-20-05 Transferring Funds

14.3.12 CPA-E-21-04 WPO Benefit Formula Policy

14.3.12.1 CPA-E-21-04M WPO Benefit Formula Policy Modification

14.3.13 CPN-E-22-07 Evaporated Cooler Replacement Policy

14.3.14 CPA-E-24-02 Revised Energy Audit Submittal Process

14.3.15 CPA-E-24-01 2024 Blended Rates, DOE WAP Memo 123 Integration, and Related Weatherization Form Updates

14.3.16 CPN-E-24-01 Revised Technical Reference Manual and Related Weatherization Forms

14.3.16.1 CPN-E-24-01E Revised Technical Reference Manual and Related Weatherization Forms Errata

Docusign Envelope ID: 71AD604C-EB8D-40AF-AD80-7701A2C4E030

14.4 The following guidance is incorporated by reference:

14.4.1 ECIP Policies and Procedures (rev. 2/1/08)

14.4.2 DOE WAP ARRA No. 10 – National Historic Preservation Act – SHPO – Historical Review

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-517

MEETING:	December 3, 2024
TO:	The Board of Supervisors
FROM:	Kristina Keheley, Health and Human Services Agency Director
RE:	Approve First Amendment with Berliner Cohen, LLP Increasing the Amount by $25,000 for a New Amount Not to Exceed $175,000 for Legal Services and Rate Schedule Increase; and Authorize the Board of Supervisors Chair to Sign the Amendment

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RECOMMENDATION AND JUSTIFICATION

Approve First Amendment with Berliner Cohen, LLP Increasing the Amount by $25,000 for a New Amount Not to Exceed $175,000 for Legal Services and Rate Schedule Increase; and Authorize the Board of Supervisors Chair to Sign the Amendment

BACKGROUND AND HISTORY OF BOARD ACTIONS

On August 6, 2024, the Board approved the initial Berliner-Cohen Attorneys at Law agreement for fiscal year 2024-2025, by Resolution 2024-333.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this contract is not approved, the workload for the County Counsel's office may be such that it creates process delays.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Berliner Cohen 2025 - Res. 2024-333 - EXECUTED (1)**
2. **FIRST AMENDMENT TO AGREEMENT FOR LEGAL SERVICES**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

Docusign Envelope ID: 61696962-70BC-494C-8AB6-C22A32B48415

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-333

MEETING:	August 6, 2024
TO:	The Board of Supervisors
FROM:	Kristina Keheley, Interim Health and Human Services Agency Director
RE:	Approve an Agreement with Berliner Cohen LLP in the Amount of $150,000 for Legal Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Berliner Cohen LLP in the Amount of $150,000 for Legal Services; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Berliner-Cohen will provide legal services in juvenile dependency and public guardian/conservatorship cases. County Counsel will determine when it is necessary for Berliner-Cohen to act for HHSA in juvenile dependency cases and any other matter County Counsel deems appropriate.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The agreement with Berliner-Cohen for the fiscal year 2023-2024 was approved through Resolution No. 2023-266 on May 16, 2023.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this contract is not approved, the workload for the County Counsel's office may be such that it creates process delays.

FINANCIAL IMPACT

There is no impact to the County General Fund.

ATTACHMENTS

1. **Berliner Cohen LLP 2025**

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

DS

Docusign Envelope ID: 61696962-70BC-494C-8AB6-C22A32B48415

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 6th day of August, 2024, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and Berliner Cohen LLP, hereinafter referred to as "Contractor," pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2024, and terminate on June 30, 2025, unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform legal services as described in Exhibit A, "Scope of Work," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $150,000 as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, or employees.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

Docusign Envelope ID: 61696962-70BC-494C-8AB6-C22A32B48415

(2) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.

(3) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease.

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

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

B. OTHER INSURANCE PROVISIONS

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

(1) Additional Insured Status: County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 forms if a later edition is used).

(2) Primary Coverage: For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance with respect to Contractor's negligent performance of the services as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with at least thirty (30) calendar days' notice to County.

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

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County. County may require Contractor to

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purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(6) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to County.

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall release, hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, from and against any and all claims, losses, damages, lawsuits, liabilities and expenses, including but not limited to reasonable attorneys' fees, including but not limited to those attributable to bodily injury, sickness, disease, death or injury to or destruction of property, including the loss therefrom, which arises out of or is in any way connected with the performance of this Agreement (collectively "Liabilities") to the extent caused by Contractor or its officers, agents or employees, except where such Liabilities are caused by the sole negligence or willful misconduct of County.

6. INDEPENDENT CONTRACTOR

It is the expressed 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.

7. 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

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employee of 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.

8. 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.

9. AUDITS AND INSPECTIONS

Contractor shall at any time during business hours, and as often as County may deem necessary, make available to County for examination all of its records and data with respect to the matters covered by this Agreement. Contractor shall, upon the request of County, permit County to audit and inspect all of such records and data necessary to ensure Contractor's compliance with the terms of this Agreement. If compensation to be paid by County under this Agreement exceeds Ten Thousand Dollars ($10,000), Contractor shall be subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three (3) years after final payment under this Agreement. This section survives the termination of this Agreement.

10. ASSIGNMENT

It is understood and agreed that this Agreement contemplates personal performance by 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 Contractor under this Agreement will be permitted only with the express written consent of County.

11. NOTICE

Any and all notices, reports or other communications to be given to County or Contractor shall be given to the persons representing the respective parties at the following addresses:

CONTRACTOR:
Berliner Cohen LLP
2844 Park Ave
Merced, CA 95348

COUNTY:
County of Mariposa
P.O. Box 99
5362 Lemee Lane
Mariposa, CA 95338

Docusign Envelope ID: 61696962-70BC-494C-8AB6-C22A32B48415

12. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinances and regulations applicable to Contractor's performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

13. PUBLIC RECORDS ACT

Contractor is aware that this Agreement and any documents provided to County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

14. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

15. ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

16. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination as set forth in Exhibit B.

B. Either party may terminate this Agreement for convenience upon 30 calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit B.

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include,

Docusign Envelope ID: 61696962-70BC-494C-8AB6-C22A32B48415

but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

17. NO WAIVER

The failure to exercise any right to enforce any remedy contained in this Agreement shall not operate as to be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any other right or remedy herein contained.

18. DISPUTES

Should it become necessary for a party to this Agreement to bring an action in connection with this Agreement, the prevailing party in any such action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Mariposa, State of California.

19. CAPTIONS

The captions of this Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

20. NUMBER AND GENDER

In this Agreement, the neutral gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

21. MANDATORY AND PERMISSIVE

"Shall" is mandatory. "May" is permissive.

22. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of

Docusign Envelope ID: 61696962-70BC-494C-8AB6-C22A32B48415

the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

24. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

25. CONTROLLING LAW

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

26. AUTHORITY

Each party and each party's signatory warrant and represent that each has full authority and capacity to enter into this Agreement in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to this Agreement shall comply with all requirements of law, including capacity and authority to amend or modify this Agreement.

27. NEGOTIATED AGREEMENT

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

28. NO RELIANCE ON REPRESENTATIONS

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other party.

Docusign Envelope ID: 61696962-70BC-494C-8AB6-C22A32B48415

29. WARRANTY

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all work shall be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

30. FUNDING AVAILABILITY

It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal year covered under this Agreement does not appropriate sufficient funds for this Agreement, this Agreement shall terminate and be of no further force and effect upon the day notice is provided by County to Contractor of such event. Upon termination of this Agreement, County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement except for services rendered prior to such termination and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

If funding for any fiscal year is reduced or deleted by the County budget for purposes of this Agreement, the County shall have the option to either cancel this Agreement with no liability occurring to the County, except County must reimburse Contractor for services rendered prior to such reduction or modification of the County budget, or offer an amendment to this Agreement to Contractor to reflect the reduced amount.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

COUNTY OF MARIPOSA

DocuSigned by:
Rosemarie Smallcombe
EEE9E94B55214DC...

Rosemarie Smallcombe,Vice-Chair
Board of Supervisors

CONTRACTOR

Signed by:
Kimberly G Flores
55839E4483D1431...

Kimberley G. Flores, Attorney at Law
Berliner Cohen LLP

COUNTERSIGNED:
(Government Code §25103)

DocuSigned by:
Danielle Bondshu
7CA008A502E44EB...

Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

DocuSigned by:
Steven W Dahlem
F6A416F06B394BF...

Steven W. Dahlem
County Counsel

Docusign Envelope ID: 61696962-70BC-494C-8AB6-C22A32B48415

Exhibit A
SCOPE OF WORK

Mariposa County Health and Human Services Agency is hiring the Contractor to provide legal services in juvenile dependency and public guardian/conservatorship cases and any other matter County Counsel deems appropriate. The Contractor will provide those legal services reasonably required to represent the County and will take reasonable steps to keep the County informed of any progress on any cases.

Docusign Envelope ID: 61696962-70BC-494C-8AB6-C22A32B48415

Exhibit B
COST PROPOSAL

Rate of Schedule

Kimberly G. Flores $250/hour
Paralegal (s) $150/hour

County will reimburse the cost of travel mileage accumulated by Contractor during this agreement. The reimburse rate for mileage is based on standard established by Internal Revenue Services. County will also reimburse the cost of hotel/lodging, meals, and training/conference registrations through advance approval by department supervisor and upon submission of original receipts.

The total cost is not to exceed $150,000.

Docusign Envelope ID: 61696962-70BC-494C-8AB6-C22A32B48415

Insurer: Philadelphia Indemnity Insurance Company
One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004
NAIC #: 18058

Contact: CPH Insurance, 800-875-1911, info@cphins.com

Certificate of Liability Insurance

Date issued: 04/22/2024

Named Insured:

James Holden
13500-20 Pt Cabrillo Dr,
Mendocino, CA 95460

Policy #: E47310
Policy Term: 06/21/2024 - 06/21/2025
Occupation: Licensed Psychologist

Professional Liability: Portable Coverage, not location specific

Coverage Type (Occurrence Form)	Limits of Liability (Per Claim/Total Per Year)
Professional Liability	$1,000,000/$3,000,000
Supplemental Liability	$1,000,000/$3,000,000
Licensing Board Defense	$35,000
Commercial General Liability	N/A
Fire/Water Legal Liability	N/A
Business Personal Property	N/A
Sexual Abuse/Molestation Defense	Unlimited Defense Coverage *(for false allegations)*

C. Philip Hoban

Authorized Representative

Disclaimer: This certificate is issued as a matter of information only and confers no rights upon the certificate holder. The Certificate of Insurance does not constitute a contract between the issuing insurer, authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend, or alter the coverage afforded by the policies listed thereon.

DocuSign

Certificate Of Completion

Envelope Id: 6169696270BC494C8AB6C22A32B48415
Status: Completed
Subject: Complete with Docusign: Mariposa County 24-333 - 1485 - HHSA - Berliner Cohen LLP.pdf
Source Envelope:
Document Pages: 12
Signatures: 4
Certificate Pages: 5
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Mariposa Clerk of the Board
5100 Bullion St FL 2
Mariposa, CA 95338
COBagreements@mariposacounty.org
IP Address: 64.118.100.36

Record Tracking

Status: Original
8/7/2024 2:21:11 PM
Holder: Mariposa Clerk of the Board
COBagreements@mariposacounty.org
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: County of Mariposa
Location: DocuSign

Signer Events	Signature	Timestamp
Steven W Dahlem sdahlem@mariposacounty.org County Counsel Security Level: Email, Account Authentication (None)	DocuSigned by: Steven W Dahlem F6A416F06B394BF... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 8/7/2024 2:24:36 PM Viewed: 8/7/2024 2:38:47 PM Signed: 8/7/2024 2:38:53 PM
Electronic Record and Signature Disclosure: Accepted: 12/28/2022 3:42:40 PM ID: 168bcdc6-bde7-4f01-885a-c1872fec5bc7		
Rosemarie Smallcombe rsmallcombe@mariposacounty.org Chair Board of Supervisors Security Level: Email, Account Authentication (None)	DocuSigned by: Rosemarie Smallcombe EEE9F94B55214DC... Signature Adoption: Pre-selected Style Using IP Address: 76.9.81.207	Sent: 8/7/2024 2:38:55 PM Viewed: 8/9/2024 1:53:31 PM Signed: 8/9/2024 1:53:57 PM
Electronic Record and Signature Disclosure: Accepted: 8/9/2024 1:53:31 PM ID: d6264881-bc80-4d41-9e58-e14d082c6214		
Danielle Bondshu dbondshu@mariposacounty.org Security Level: Email, Account Authentication (None)	DocuSigned by: Danielle Bondshu 7CA008A502E44EB... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 8/9/2024 1:53:59 PM Viewed: 8/9/2024 4:45:55 PM Signed: 8/9/2024 4:46:01 PM
Electronic Record and Signature Disclosure: Accepted: 1/4/2023 2:37:06 PM ID: 5252ab10-8bee-4985-bdc8-3daabc1d1971		
Kimberly G Flores kim.flores@berliner.com Security Level: Email, Account Authentication (None)	Signed by: Kimberly G Flores 55839E4483D1431... Signature Adoption: Pre-selected Style Using IP Address: 12.110.39.18	Sent: 8/9/2024 4:46:03 PM Viewed: 8/13/2024 3:22:38 PM Signed: 8/19/2024 6:31:26 PM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 8/13/2024 3:22:38 PM ID: 24d93c16-4196-44a9-9c9e-5318515c9b82		
Contracts HHSA contractshhsa@mariposacounty.org Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 8/19/2024 6:31:28 PM Viewed: 8/20/2024 6:48:18 AM Signed: 8/20/2024 6:48:30 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/7/2024 2:24:36 PM
Certified Delivered	Security Checked	8/20/2024 6:48:18 AM
Signing Complete	Security Checked	8/20/2024 6:48:30 AM
Completed	Security Checked	8/20/2024 6:48:30 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Mariposa (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Mariposa:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: jbond@mariposacounty.org

To advise County of Mariposa of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jbond@mariposacounty.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Mariposa

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jbond@mariposacounty.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Mariposa

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to jbond@mariposacounty.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Mariposa as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Mariposa during the course of your relationship with County of Mariposa.

FIRST AMENDMENT TO AGREEMENT FOR LEGAL SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR LEGAL 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 Berliner Cohen, LLP, hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated August 6, 2024, wherein Contractor agreed to provide legal services; and

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

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

Paragraph 3, "COMPENSATION," and Exhibit B are hereby amended to provide that an additional $25,000 will be added to the original amount of $150.000, making the total compensation paid to Contractor the not to exceed amount of $175,000. Contractor's rate schedule will be amended to reflect Kimberly G. Flores $300/hour, Associates $275/hour, Paralegal $150/hour.

Except as herein amended, the Agreement dated August 6, 2024 shall remain in full force and effect.

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Miles Menetrey , Chair Board of Supervisors	Kim Flores, Partner Berliner Cohen LLP
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-518

MEETING:	December 3, 2024
TO:	The Board of Supervisors
FROM:	Kristina Keheley, Health and Human Services Agency Director
RE:	Approve a Memorandum of Understanding (MOU) with the Mariposa County Unified School District (MCUSD) for Kindergarten Oral Health Assessments; and Authorize the Board of Supervisors Chair to Sign the MOU

RECOMMENDATION AND JUSTIFICATION

Approve a Memorandum of Understanding (MOU) with the Mariposa County Unified School District (MCUSD) for Kindergarten Oral Health Assessments; and Authorize the Board of Supervisors Chair to Sign the MOU

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Kindergarten Oral Health Assessment program was originally approved by the Board of Supervisors on March 19,2024 in Resolution 2024-110.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this MOU is not approved, students may not have the opportunity to receive needed dental screenings.

FINANCIAL IMPACT

None

ATTACHMENTS

1. MCUSD 2024 -KOAH (3)

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

MEMORANDUM OF UNDERSTANDING
Kindergarten Oral Health Assessment

THIS AGREEMENT is executed by and between Mariposa County Unified School District (hereinafter referred to as "School District") and the County of Mariposa (hereinafter referred to as "Provider") for the purpose of providing needed dental screenings to students (hereinafter referred to as the "Program").

WHEREAS, it is the intention of the Parties to participate in the Program for the purpose of providing students (hereinafter referred to as "Students" or "Participants") with the opportunity to receive needed dental screenings provided by Provider.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the Parties hereto agree as follows:

I. Scope of Agreement

A. This Agreement forms the basis of mutual understanding and respective responsibilities between the School District and the Provider for providing needed dental screenings to students.

B. School District agrees:
   1. To the extent School District is able, provide Students with a safe setting to receive oral health screenings. School District shall provide sufficient oversight of the Program to ensure that it meets the needs of Kindergarten Oral Health Assessment for the Students.
   2. To provide acceptable space in the classroom, one table, three chairs and access to water.
   3. To comply with all applicable laws relating to nondiscrimination.
   4. To provide School District with an electronic report at the conclusion of each Provider visit or at least monthly, to include:
      a. Number of Students returning signed permission slips
      b. Number of Students screened for oral health problems

C. Provider Agrees:
   1. To provide all Students who provide written consent of their parent or guardian with the opportunity to receive a visual oral health screening.
   2. To provide parents or guardians with a copy of the dental screening form with

with results of the dental screening.

3. To provide School District with a report of the number of written parental consent forms received and the number of dental screenings performed.
4. To comply with all applicable laws relating to nondiscrimination.

II. Term of Agreement

A. This Agreement may be terminated by School District or Provider at any time by giving at least thirty (30) days written notice.

B. This Agreement shall be effective from January 1, 2025 to June 30, 2027

C. This Agreement may be modified at any time by written consent of both Parties.

D. This Agreement constitutes the entire Agreement between the Parties. There is no express or implied Agreement except as stated in this Agreement.

E. All provisions of this Agreement are separate and divisible, and if any part is held invalid, the remaining provisions shall continue in full force and effect.

SCHOOL DISTRICT

By: _____

Jeff Aranguena
Superintendent

_____
Date

PROVIDER

By: _____

Miles Menetrey
Board Chairman

_____
Date

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-519

MEETING:	December 3, 2024
TO:	The Board of Supervisors
FROM:	Kristina Keheley, Health and Human Services Agency Director
RE:	Approve the Grant Agreement with Amador Tuolumne Community Action Agency in the Amount of $23,517 for the Rapid Re-Housing Services Grant 23-ESG-18030; and Authorize the Board of Supervisors Chair to Sign the Grant Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve the Grant Agreement with Amador Tuolumne Community Action Agency in the Amount of $23,517 for the Rapid Re-Housing Services Grant 23-ESG-18030; and Authorize the Board of Supervisors Chair to Sign the Grant Agreement

BACKGROUND AND HISTORY OF BOARD ACTIONS

The previous agreement was approved by the CAO on January 12, 2024.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the agreement is not approved, Mariposa County may not be able to meet the needs of its clients.

FINANCIAL IMPACT

None

ATTACHMENTS

1. ATCAA - 2025 - Rapid Rehousing

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

AMADOR-TUOLUMNE COMMUNITY ACTION AGENCY
HOME SAFE Rapid Re-Housing Program VENDOR AGREEMENT

This Vendor Agreement, made and entered into this twenty ninth day of October (10/29/2024), and ending the last day of July (07/31/2025) by and between the Amador-Tuolumne Community Action Agency, a public Joint Powers Agency hereinafter referred to as "ATCAA", 10590 Highway 88 , Jackson, CA 95642, and County of Mariposa, a political subdivision of the State of California and hereinafter referred to as "Mariposa", P.O. Box 99, Mariposa, CA 95338.

A. Term of the Agreement: From 10-29-2024 to 7-31-2025 for an amount not to exceed twenty three thousand, five hundred and seventeen dollars ($23,517) to County of Mariposa for Rapid Re- Housing services as outlined in Description of Services - Mariposa.
Regarding contract 23-ESG-18030

B. Description of Services - Mariposa:

1. Utilize the Central Sierra Continuum of Care's (CoC) Coordinated Assessment to arrange, coordinate, monitor and deliver services related to meeting housing needs of program participants.

2. Provide housing relocation and stabilization services to participants in the HOME SAFE **Rapid Re-Housing** (RR) program.

3. Submit required financial assistance documentation to ATCAA that calculates rental housing assistance needs including monthly rent, security deposits, fair market rent, rent reasonableness, utility deposits using correct utility allowance charts, rent in arrears, and utilities in arrears.

4. Execute a paper-based intake with each household, completing all forms and obtaining all required documentation of income and housing status outlined in the HOME SAFE RR packet including habitability inspection and lead base paint inspections, and all other mandated ESG forms outlined in CA-526 Written Standards, located online at centralsierracoc.org.

5. Maintain a Lead Based Paint Certificate at all times.

6. Document and confirm household's income and housing status, and the legitimacy of the landlord-tenant relationship through verification with county assessor's parcel number.

7. Describe in Case Progress Notes a path from current housing instability to permanent housing stability during the course of assistance (Housing Plan).

8. Provide housing search and placement to assist households in locating and securing appropriate-sized, habitable and affordable rental housing. Additional Mariposa components may include finding permanent rental subsidy for participants. (All forms in ESG packets must be used to calculate FMR and Rent Reasonable Standards related to ESG.)

9. Coordinate with ATCAA housing staff to offer their $mart Money classes for financial literacy, credit repair, tenant counseling, landlord-tenant mediation and legal referrals for court proceedings related to housing issues.

10. Provide training to staff to collect data on all HOME SAFE RR participant household members as required for entry in the Homeless Management Information System (HMIS).

11. Provide weekly or monthly progress reports on enrolled clients through the CES Housing Determination Committee meeting (Monday calls).

12. Participate in HOME SAFE RR Task Force meetings and participate in sub committees regarding rental assistance programs through Central Sierra Continuum of Care.

13. By the 15th of each month, data for each household and all program participants shall be entered into the Homeless Management Information System operated by ATCAA or comparable database.

14. Use NSPIRE process to inspect rental units as of 2025 CA-526 Written Standards approval.

15. Enter all clients served into CES/ HMIS and have project set up complete with CA-526 HMIS Management staff before expenditure of funds.

C. Other Considerations

1. Mariposa acknowledges (including its agents, servants and employees) it is not an agent, officer or employee of ATCAA, but that each party hereto is an independent entity and is solely responsible for its own acts.

2. Either party may terminate this Vendor Agreement by giving fourteen days written notice to the other party.

3. To the fullest extent permitted by law, Mariposa shall hold harmless, defend at its own expense, and indemnify ATCAA, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions to act of Mariposa or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from ATCAA's sole negligence or willful acts.

4. To the fullest extent permitted by law, ATCAA shall hold harmless, defend at its own expense, and indemnify Mariposa, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions to act of ATCAA or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from Mariposa's sole negligence or willful acts.

5. Mariposa shall not discriminate against any employee employed in the performance of this contract, or against any applicant for employment because of sex, race, creed, color, national origin, sexual preference, age, or disability. This requirement shall apply to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay; other forms of compensation; and selection for training, including apprenticeship. In the event that Mariposa signs any contract which would be covered by Executive Order 10925 (March 6, 1961) or Executive Order 1114 (June 22, 1963) Mariposa shall include the equal employment clause specified in Section 301 of Executive Order 10925, as amended.

6. No person in the United States shall, on the ground of race, creed, color or national origin, be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this contract in accordance pursuant to the Civil Rights Act of 1964 (45 C.F.R. Part 101), as amended.

7. None of the funds, materials, property or services contributed by ATCAA under this contract shall be used in the performance of this agreement to further the election or defeat of any candidate for public office, to support or defeat any ballot measure or for any partisan political activity.

8. There shall be no religious worship, instruction or proselytizing as part of or in connection with the performance of this agreement.

9. No person who is an employee of Mariposa shall serve as an elected officer, employee, or member of any board or commission of the County of Amador and/or the County of Tuolumne or ATCAA.

10. Mariposa shall comply with all applicable laws, ordinances and codes of the State and Local governments. Hiring procedures should follow open and fair personnel practices and be in compliance with State Fair Employment Practice Committee (FEPC), and Federal Equal Employment Opportunity Commission (EEOC) labor laws. Mariposa shall develop job descriptions and qualifications for all positions funded under this Agreement.

D. Invoicing

Mariposa program staff costs $7,255 (24% of total contract). Personnel costs (including staff salaries, taxes, workers compensation, mandated and non-mandated benefits) and occupancy expenses are eligible costs under this Agreement. Mariposa program administrative costs $1,995 (6.6% of total contract). Personnel costs (including administrative staff salaries, taxes, workers compensation, mandated and non-mandated benefits) are allowed.
Mariposa will provide to ATCAA monthly billings throughout the life of this Agreement, on or before the following dates:

1. By the 20th of every month, an invoice for staff costs including staff time sheets showing hours dedicated to HOME SAFE RR separate from other activities, and a monthly income statement and general ledger showing all billed costs.

2. Within 30 days of the end of this Agreement all original files will be provided to ATCAA. Final payment will be held until all files are received.

3. Mariposa shall submit a final/adjusted final invoice by 10/31/2024 and no additional claims may be submitted beyond this date. Encumbered costs past this date will not be reimbursed.

4. Mariposa shall be reimbursed by ATCAA not later than sixty (60) days after receipt of request for reimbursement if all records and forms are in order. If not in order, Mariposa must be notified within ten (10) working days after receipt of the document by the ATCAA Project Director.

5. Mariposa County will submit upon request all client information and client files should Housing and Community Development (State of California) request auditing information.

Mariposa shall supply all necessary supplies, equipment, materials, clerical and all other services required for satisfactory performance provided.

E. ATCAA agrees to perform the following activities in the HOME SAFE Rapid Re-Housing Mariposa program -

1. Report to Housing and Community Development as required (HCD)
2. Update mandatory Rapid Re Housing Packets and forms for distribution and use on centralsierracoc.org
3. Update CA-526 Written Standards, and Coordinated Entry Policies that provide guidance on all program deliver needs.
4. Delivery timely reimbursements, no later than 60 days after received.

3. This agreement may be amended only in writing and signed by both parties. Upon notice, Mariposa and/or ATCAA will have thirty (30) days to adjust services accordingly.

IN WITNESS WHEREOF, ATCAA and Mariposa have executed this vendor agreement as of the date first above written.

COUNTY OF MARIPOSA:

Miles Menetrey, Chair
Board of Supervisors

ATCAA:

Date

Joseph Bors, Executive Director
Amador Tuolumne Community Action Agency

ATTEST:

Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel, Mariposa

ATCAA Lead Staff Contact:
Denise Cloward, ATCAA Housing Director
(209) 223-1485 ext. 263 dcloward@atcaa.org

Mariposa Lead Staff Contact:

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-520

MEETING: December 3, 2024

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve a Letter of Commitment for the County Medical Services Program (CMSP) Healthcare Infrastructure Development (HID) Matching Grant Program; and Authorize the Board of Supervisors Chair to Sign the Letter

---

RECOMMENDATION AND JUSTIFICATION

Approve a Letter of Commitment for the County Medical Services Program (CMSP) Healthcare Infrastructure Development (HID) Matching Grant Program; and Authorize the Board of Supervisors Chair to Sign the Letter.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Related Board Action includes two items as included in the November 12th 2024 Board Meeting Agenda; #1774 and #1775: Item #1774, Adopt a Resolution Authorizing MCHHSA to apply for and participate in the Behavioral Health Continuum Infrastructure Program ("BHCIP"); and, Item #1775, Adopt a Resolution Authorizing the Mariposa County Health and Human Services Agency to Apply for County Medical Services Program (CMSP) Healthcare Infrastructure Development Matching Grant.

On December 5, 2023 through Resolution 2023-644, the Board of Supervisors approved an agreement to purchase approximately 0.94 acres of real property at 10304 Fiske Road in Greeley Hill, California wherein Mariposa County Health and Human Services would be the lead department to facilitate health and social services for north county residents. The $3,000,000.00 BHCIP funding that MCHHSA is seeking to apply for would facilitate the necessary site improvements and infrastructure needs to open this site for service delivery to the community.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the resolution to authorize the Letter of Commitment for the CMSP Healthcare Infrastructure Development Matching Grant funding, and MCHHSA will not be able to apply for these CMSP HID matching funds related to the BHCIP grant funding opportunity. MCHHSA would be required to find alternative funding to support the BHCIP matching funds. MCHHSA would continue to seek other funding that supports remodeling and infrastructure needs to allow for site readiness for service delivery at the North County site.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Letter of Commitment - 12-3-17-HHSA-Not Signed

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

Mariposa County Board of Supervisors

District 1 ... ROSEMARIE SMALLCOMBE
District 2 ..... SHANNON POE
District 3 ..... DANETTE TOSO
District 4 ..... WAYNE FORSYTHE
District 5 ..... MILES MENETREY

JOE LYNCH
County Administrative Officer

DANIELLE BONDSHU
Clerk of the Board

P. O. Box 784
Mariposa, CA 95338
(209) 966-3222
(800) 736-1252
www.mariposacounty.org/board

CMSP Healthcare Infrastructure Development Matching Grant Program
(HID Matching Grant)

TO: CMSP Governing Board
RE: Applicant Agency, Mariposa County Health and Human Services
Date: 12/3/2024

This letter of commitment confirms that the Mariposa County Board of Supervisors supports the application for a HID Matching Grant by the Mariposa County Health and Human Services Agency (MCHHSA). The Mariposa County Board of Supervisors understands only one HID Matching Grant will be awarded in the county; and, further understands HID Matching Grants are intended to help meet the local financial match requirement for CMSP counties to take advantage of healthcare infrastructure funding opportunities provided by state, federal or other programs to expand physical capacity to provide healthcare and behavioral health services.

The Mariposa County Board of Supervisors commits to assuring that the healthcare infrastructure funded by the HID Matching Grant shall be used for its intended purpose for the entire period required under the federal, state or other primary grant received by the county (and/or non-profit under contract with the county if applicable).

For any future communications, please contact:

Dr. Kristina Keheley
Director, Mariposa County Health & Human Services Agency
(209) 966-2000
kKeheley@mariposacounty.org.

Sincerely,

Miles Menetrey, Chair
Mariposa County Board of Supervisors

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-521

MEETING:	December 3, 2024
TO:	The Board of Supervisors
FROM:	Kristina Keheley, Health and Human Services Agency Director
RE:	Adopt a Resolution Recognizing Christy McCarthy Upon her Retirement as Social Worker Supervisor in the Health and Human Services Agency

---

RECOMMENDATION AND JUSTIFICATION

Adopt a Resolution Recognizing Christy McCarthy Upon her Retirement as Social Worker Supervisor in the Health and Human Services Agency.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has approved similar resolutions in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Miss the opportunity to recognize an employee upon their retirement.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Christy McCarthy Retirement - 10.23.2024

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

Mariposa County Resolution Number 2024-

Recognizing Christy McCarthy for her

Outstanding Service to the County of Mariposa

WHEREAS, CHRISTY has been a dedicated and loyal employee of Mariposa County for over 16 years, beginning on August 1st of 2008 as an Eligibility Worker I within the Public Assistance division on August 1st of 2009 she was promoted to an Eligibility Worker II, carrying a bulk of CalWorks caseloads during her five years in this unit; and

WHEREAS, CHRISTY was promoted to a Social Worker I in the Welfare to Work/General Assistance programming October 1st, 2013, where she helped individuals within our community to apply for their Social Security. October 1st, 2014, Christy was promoted to a Social Worker II; and

WHEREAS, CHRISTY was promoted to a Social Worker III on March 1st, 2016, in an open position within the Quality Assurance/Program Integrity Unit (QA/PIU) for the In-Home Supportive Services. She worked within this unit for four years, ensuring that our elder and dependent adults received the full quality of programming resources available; and

WHEREAS, CHRISTY volunteered time in 2017 providing staffing coverage working within the homeless shelter. She also volunteered to help gather valuable Point-in-Time (PIT) information of our un-housed community members during that year; and

WHEREAS, CHRISTY promoted to a Social Worker Supervisor I February 17th, 2020, overseeing three Social Workers (I/II/III) and one Staff Service Analyst II within the In-Home Supportive Service and Public Authority (IHSS/PA) unit. Through her due-diligence, guidance, and multiple spreadsheets used for tracking, this small unit was able to meet and exceed the California state mandates for Performance Standards (85%) for over four years, scoring 100% for timely client annual reassessments and 98% for client's initial assessments; and

WHEREAS, CHRISTY was involved in County declared emergency events. Assisting with her available team members making outgoing calls to In-Home Supportive Services recipients of evacuation warnings/mandates and when needed, she worked within the Red Cross Shelters, assisting our community members during their greatest need of support; and

WHEREAS, CHRISTY mentored her team, demonstrated strong critical thinking skills and provided honest, rational, and best practice solutions for complex issues that would arise; and

WHEREAS, CHRISTY finished her career as a Social Worker Supervisor I on October 23rd, 2024, serving our community with compassion and dignity for over four and one-half years within the In-Home Supportive Service/Public Authority (IHSS/PA) unit; and

WHEREAS, CHRISTY shall be remembered by her Adult and Aging branch team members, and her peers, for her strong work ethic, and her dedication and compassion to the elder and dependent adult population that our agency has served; and

WHEREAS, CHRISTY will also be remembered for her outrageously delicious home-made, from scratch, carrot cake — the one recipe she would not share; and

WHEREAS, CHRISTY has supported and helped her team and agency members grow in her 16 years of dedicated service. No matter the question, the time of day, or how busy she was with her own work, Christy always took the time to help staff members who needed her guidance or just a compassionate listening ear.

NOW, THEREFORE, BE IT KNOWN that the Board of Supervisors of Mariposa County, a political subdivision of the State of California, hereby recognizes and congratulates **Christy McCarthy** upon her retirement.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this 3rd day of DECEMBER 2024, by unanimous vote.

Rosemarie Smallcombe, District I Supervisor

Wayne Forsythe, District IV Supervisor

Shannon Poe, District II Supervisor

Miles Menetrey, District V Supervisor

Danette Toso, District III Supervisor

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-522

MEETING: December 3, 2024

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Approve the Historic Sites and Records Preservation Commission (HSRPC) Statement on the Value of Protecting and Preserving Mariposa County's Documentary Heritage and Recommendations

---

RECOMMENDATION AND JUSTIFICATION

Approve the Historic Sites and Records Preservation Commission (HSRPC) Statement on the Value of Protecting and Preserving Mariposa County's Documentary Heritage and Recommendations

BACKGROUND AND HISTORY OF BOARD ACTIONS

RES-2006-218 Adopted a Resolution to Approve An Agreement Between the Mariposa Museum and History Center and the County of Mariposa for the Preservation and Access to the Documentary Heritage of Mariposa County. This agreement included a process for transferring documents that are in the Government Center vault to the Mariposa Museum and History Center vault and a recommendation to establish a collaborative effort for County records management between the County Clerk, Assessor, and Library. However, there is little guidance in this resolution for a cohesive records preservation program based on existing conditions, therefore the collaborative effort has weakened, and records management continues to be decentralized.

RES-2024-479 Adopted a Resolution to Approve Loan Agreement between the County of Mariposa and the US National Park Service (NPS) in Yosemite National Park for Preserving and Digitizing Historic Maps of tthe County; and Authorize the Board of Supervisors Chair to Sign the Loan Agreement. This action by the Board of Supervisors was a first step in protecting our historic records.

Additionally, at the meeting of November 12, 2024, the Board of Supervisors reached consensus on HSRPC's records preservation recommendations and directed staff to prepare an item to approve HSRPC's recommendations at the next meeting.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Take no action and Mariposa County's documentary heritage would continue to be at risk.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **HSRPC Statement on the Value of Protecting & Preserving Mariposa County's Documentary Heritage (October 2024)**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

Mariposa County | Historical Sites and Records Preservation Commission

Statement on the Value of Protecting and Preserving
Mariposa County's Documentary Heritage and Recommendations
October 2024

Mariposa's documentary heritage holds high cultural, social and economic value for our communities.

BACKGROUND

Mariposa County's history is central: 1) to the history of early California statehood; 2) to understanding relationships between California's first people, immigrants who came here to work from around the world, and to the entrepreneurs and families who subsequently settled in the foothills of the Sierra; 3) to the development of thought and practice of the conservation movement in the U.S. and the world; 4) to practices of natural resource extraction and use, timber and ranching and agriculture in the west; and 5) to the story of rural America and of western development in the United States, more broadly. Our documentary heritage is valuable because it reflects the diversity and identity of Mariposa's people and their stories, and it helps to chart the thoughts and practices that form our common history. Our documentary history is critical in building the story of our past and for the understanding that it will provide as we build our future.

Recognized

- The State of California assigns protection of the county's documentary heritage to the local government agency, Mariposa County.[1]
- The Mariposa County Historic Sites and Records Preservation Commission (HSRPC) has the responsibility to recommend processes and policies related to the protection and preservation of Mariposa's documentary heritage (Mariposa County Code, Chapter 2.90). This aspect of the Commission's duties has largely been unfulfilled for several decades.
- The County lacks a comprehensive Records Management Plan, along with policies and procedures that will guide the protection and preservation of its documentary heritage. This has resulted in ambiguity, a loss of control of certain historical documents, and a lack of awareness between departments as to the location, handling and proper storage of some of the county's documentary heritage.

The current state of ambiguity must be addressed in order to preserve Mariposa's valuable documentary heritage.

HSRPC Planning

In the Fall of 2023, the Historic Sites and Records Preservation Commission (HSRPC) finalized its 2024 work plan, including a primary objective to *Ensure Guidelines for Retention and Preservation of Mariposa County Historic Records.* Of note, **Resolution 06-218**, initially brought forward by Jacque

[1]Applicable California Law

Meriam, then County Librarian, and adopted by the Board of Supervisors on **June 13, 2006,** provides a first step toward this objective. This agreement provides a *beginning* foundation for the protection of records and provides for them to be stored in the environmentally sound vault at the Mariposa Museum and History Center. [2] Elements of this agreement have not been further developed and, therefore, need to be revisited and extended upon.

Because of continuing ambiguity around the management of Mariposa County's documentary heritage and the risk that it poses both for the county and for the protection and preservation of our precious historical documents, the HSRPC recommends that county staff, along with the HSRPC:

Revisit, revise and build upon the agreement set forth in the Resolution 06-218 to ensure current county records retention needs are met, including the publication of a county records retention schedule, as well as the application of best practice in the preservation of historical records, including covering aspects of preservation practice that have emerged since 2006 around the use of new technologies for creating digital files, on database structures for querying and using digital files, for providing for trusted online environments for storing and serving county documents, as well as ensuring the use of emerging best practice around the preservation of all types of source materials, and of archival practice, more broadly.

RECOMMENDATIONS

Toward this, the HSRPC recommends the following three steps:

1) **Convene monthly or quarterly meetings of appropriate county department heads[3], or their representatives, and HSRPC member(s)** to discuss current county needs and practices with a goal of identifying and outlining policies and practices related to the retention, protection, and preservation of current and past county records. During this time, pause work toward agreements that transfer the county's documentary heritage, or that assign digital or other copies of records, in order to ensure the county's historical record is preserved and to minimize county risk of inadvertently making restricted records[4] available or of serving county records from untrusted networks,[5] as outlined by law and until these matters can be fully researched and necessary guidelines developed. (BENEFIT: remove ambiguity and prioritize the protection of Mariposa's historical record; remove county risk by providing county staff with clear processes for record management; ensure Mariposa's documentary heritage is not inadvertently distributed, or disappear and slowly dissipate.) (near-term)
2) **Develop a Mariposa County Documentary Heritage Plan** that is built upon a *Community-wide Assessment of Need* and that invites participation of all heritage keepers through the development of a *heritage network* that includes, museums, historical societies,

[2] The Mariposa Museum and History Center has been a highly trusted partner. As a small non-profit organization, their funding, staffing and time available to properly archive and manage county records is necessarily limited and falls largely outside the scope of Resolution 06-218 which is primarily for the storage of records and making them available, when requested.
[3] County Clerk, County Assessor/Recorder, County Librarian, Clerk of the Board of Supervisors, HSRPC Member(s), HSRPC support staff, others as recommended.
[4] The California Public Records Act specifically exempts 28 categories of records from public disclosure, except under specific criteria. For these records, strict confidentiality must be maintained.
[5] Government Code 34090.5 allows for local governments to digitize records as long as certain conditions are complied with, including the use of a Trusted System as defined by Government Code 12168.7.

community foundations and agencies, the Southern Sierra Miwuk Nation, and interested others in the county. (BENEFIT: development of a plan will allow the county and/or its partners to seek available funding to extend their work of preserving the county's documentary heritage and historic resources, ensuring that its story continues to unfold and be told for both present and future generations.) (mid-term)

3) **Envision and develop the Mariposa County Archive** as a step that moves beyond just safe storage of county records to providing best practice in archival preservation and access for county staff, our communities, historians, teachers, students, and visitors to Mariposa County. (BENEFIT: best practice for the preservation of Mariposa records, inclusion of all county heritage keeping organizations, development of a rich research center in the foothills, economic and tourism benefit). (long-term)

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-523

MEETING:	December 3, 2024
TO:	The Board of Supervisors
FROM:	Steve Engfer, Planning Director
RE:	Approve a Three Year Service Agreement with Baird Diskell Abrams Community Planning for Use of the Accessory Dwelling Unit (ADU) Accelerator Plans Gallery; and Authorize the Planning Director to Sign the Agreement

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RECOMMENDATION AND JUSTIFICATION

Approve a Three Year Service Agreement with Baird Diskell Abrams Community Planning for Use of the Accessory Dwelling Unit (ADU) Accelerator Plans Gallery; and Authorize the Planning Director to Sign the Agreement

BACKGROUND AND HISTORY OF BOARD ACTIONS

RES 2021-37 Approve an Application for a Regional Early Action Planning Grant(REAP) to create a regional ADU workbook.
RES 2023-468 Approve and Adopt the Mariposa version of the Motherlode ADU workbook.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Negitive Action would leave County out of AB1332 compliance and would not make best use of a service adn financial contrubution that is being extended by an allied jurisdiction.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Mariposa County Plans Gallery Services Agreement Planning Director**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

PLANS GALLERY SERVICES AGREEMENT

This Service Agreement ("Agreement") is made and entered into, by and between Baird Driskell Abrams Community Planning (DBA Community Planning Collaborative and owner of ADUAccelerator.com), hereafter referred to as ADU ACCELERATOR, and Mariposa County, hereafter referred to as JURISDICTION.

1. TERM OF AGREEMENT. The term of this Agreement is for an initial period of 3 year(s) from the date of signature, contingent upon payment of the one time set-up fee and annual license fee set forth in Paragraph 6. The Agreement will remain in effect and the term extended for subsequent years based on payment of subsequent annual license fees, until such time that the Agreement is terminated based upon written notice to the other party or due to nonpayment of the annual license fee.

2. SERVICES TO BE PROVIDED. Following execution of this Agreement, ADU ACCELERATOR will provide JURISDICTION with access to a password-protected administrator portal and related support services for an ADU Plans Gallery with a unique URL that allows users to search, filter, learn about and choose from a database of ADU designs curated by the JURISDICTION, including the selection of which plans to display, the ability to identify pre- approved ADU plans, and the option of inviting ADU designers to submit plans for inclusion in the JURISDICTION's gallery.

3. JURISDICTION REQUIREMENTS.

a. Plans Gallery Information. Before the JURISDICTION's ADU Plans Gallery can be launched, JURISDICTION must submit the requested information for inclusion in the Plans Gallery regarding ADU requirements in their jurisdiction, including information related to ADU permitting. JURISDICTION bears full responsibility for the accuracy and veracity of that information. JURISDICTION further bears responsibility for updating that information in the event ADU requirements change in JURISDICTION's jurisdiction and/or upon the request of ADU ACCELERATOR to ensure that the information on their ADU Plans Gallery remains accurate and up to date.

b. Code Compliance. JURISDICTION acknowledges that it bears full responsibility for ensuring that ADU building plans permitted for construction meet applicable state and local building codes. ADU ACCELERATOR provides a platform by which JURISDICTION may select plans to display in its gallery and to identify which if any of those plans have been reviewed for building code compliance and therefore deemed to be "pre-approved." ADU ACCELERATOR does not in any way represent ADU designers or the plans they have submitted for display on the gallery, nor does ADU ACCELERATOR bear any responsibility for the review or approval of those plans for compliance with applicable state and local building codes and other regulations.

c. Online Gallery. JURISDICTION shall select ADU plans to be showcased in an ADU Plans Gallery customized for JURISDICTION, which shall be hosted on the ADU Accelerator website, using a jurisdiction-specific URL. The gallery will display images for each ADU selected by the JURISDICTION, a description and data about its design and features, and information about the ADU designer, as provided by the ADU designer. Members of the public can identify that they reside in the JURISDICTION's jurisdiction and then browse the gallery of plans selected by the JURISDICTION, choose a design, and connect with the ADU designer to proceed with necessary steps (e.g., plan purchase and site planning) for a complete permit application**.** ADU ACCELERATOR reserves the right to remove any plan from the JURISDICTION's online gallery for any reason.

d. Pre-Approval Status.

(i) Identification as Pre-Approved. Plans posted to the ADU Plans Gallery may be identified as "pre-approved" by JURISDICTION. This indicates that the ADU design has been previously reviewed by the JURISDICTION's Building Department for building code compliance or that the jurisdiction has otherwise pre-determined code compliance for the identified building plan (for example, by verifying review and approval of the same plan by another jurisdiction).

(ii) The Parties acknowledge that JURISDICTION's pre-approval applies to the building plan itself, not to the site plan or foundation plan.

(iii) Standard ADU Plans. The Gallery shall also include ADU Plans that have not yet been pre-approved for building code compliance but which homeowners can opt to use in their ADU project via an agreement with the ADU designer. Standard ADU Plans must subsequently be submitted by the homeowner for complete code review and permitting in accordance with the requirements and processes established by the JURISDICTION. Display of any or all Standard ADU Plans on the JURISDICTION's plans gallery is at the discretion of JURISDICTION.

(iv) Pre-approval of prefabricated plans. Designers may seek to have prefabricated ADU products pre-approved for building code compliance by either the State of California or US Department of Housing and Urban Development. For a prefabricated ADU to be indicated as pre-approved on the ADU Plans Gallery, the ADU designer must submit evidence of State or Federal certification to ADU ACCELERATOR as part of their gallery submittal. This same certification must also be submitted to JURISDICTION's Building Department at the time of a permit application.

e. Code Updates to Pre-Approved Plans. Building code requirements periodically change and JURISDICTION or ADU ACCELERATOR may ask participating ADU designers to update Pre- Approved Plan construction drawings to reflect those changes. Both JURISDICTION and ADU ACCELERATOR reserve the right to revoke or withdraw pre-approval of an ADU plan at any time and for any reason, including but not limited to code changes.

4. INTELLECTUAL PROPERTY.

a. ADU Designer Retains Rights. JURISDICTION acknowledges that the ADU Designer retains all rights under copyright and any other intellectual property rights (including the right of reuse) with respect to the designer's ADU Plans or designs and related materials presented on the ADU Plans Gallery. JURISDICTION further acknowledges that ADU Designer has granted to ADU ACCELERATOR a non-exclusive, unlimited, royalty-free license to use the documents and all other materials prepared by the ADU Designer and uploaded to the ADU Plans Gallery to the extent necessary for ADU ACCELERATOR and its contractors to showcase and market the ADU design(s) in the online gallery, any print and digital promotion of the gallery, and any related actions contemplated by the Agreement between ADU ACCELERATOR and the ADU Designer.

b. Consent for Alteration. JURISDICTION may not alter a plan posted to the ADU Plans Gallery without the consent in writing of the ADU Designer listed as designer of such plan.

5. DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY; AND INDEMNFICATION.

a. Disclaimer of Warranties. ADU ACCELERATOR makes no warranties of any kind with respect to the ADU Plans posted to the ADU Plans Gallery, including any Plan that has been pre-approved by JURISDICTION pursuant to Section 3(d), above, and ADU ACCLERATOR disclaims all warranties, including without limitation any warranties regarding: the quality or suitability of any plan, merchantability or fitness for any particular purpose, non-infringement, or that any is compliant with applicable regulations or free from defect. JURISDICTION acknowledges these disclaimers of warranties and confirms that Customer has not relied on any representation or covenant from ADU ACCELERATOR regarding the quality, fitness, reliability, compliance, or suitability of any design or plan posted to the ADU Plans Gallery.

b. Limitation of Liability. In no event shall ADU ACCLERATOR be liable to JURISDICTION for any consequential, incidental, indirect, or punitive damages arising out of this Agreement or the provision and maintenance of the ADU Plans Gallery.

c. Indemnification. JURISDICTION shall indemnify and hold ADU ACCELERATOR and its employees and agents harmless from any and all losses, injuries, deaths, claims, actions, or damages suffered by any person or entity arising from or in any way related to (A) the use or display of any ADU plans posted to the ADU Plans Gallery; (B) any claim that the design of any such Plan is contrary to any requirements of this agreement or non-compliant with applicable law or regulation; (C) JURISDICTION's negligence; or (D) JURISDICTION's breach of any covenant or provision of this Agreement.

ADU ACCELERATOR shall defend at its own expense, indemnify, and hold JURISDICTION, their officers, employees, and agents harmless from any and all losses, injuries, deaths, claims, actions or damages suffered by any person or entity arising from or in any way related to (A) ADU ACCELERATOR's, its officers, agents, or employees, acts or omissions in rendering the services, operations or performance under this Agreement, including but not limited to, negligence, (B) ADU ACCELERATOR's breach of any covenant or provision of this Agreement and/or (C) ADU ACCELERATOR's breach of any covenant or provision of the Agreement between ADU ACCELERATOR and the ADU Designer referenced in Section 4, Intellectual Property, (a) ADU Designer Retains Rights.

These indemnification provisions shall survive the termination of this Agreement.

6. FEE FOR SERVICE. ADU ACCELERATOR has created the ADU Plans Gallery to provide homeowners with easy access to free and low-cost ADU plans that meet their project goals. To use an ADU Plan from the gallery (both pre-approved plans and other standard plans), the homeowner will pay a fee, set by the ADU Designer, for use of the plan. ADU ACCELERATOR does not establish the fee nor is it party to the financial transaction or contract between the ADU Designer and homeowner.

To make this resource available to residents within its jurisdiction, help homeowners save time and money in the ADU development process, and support the creation of new ADUs within its jurisdiction, JURISDICTION agrees to pay:

(i) A one-time set-up fee of **$**0____ to ADU ACCELERATOR for the purpose of creating a jurisdiction-unique ADU Plans Gallery page and accompanying JURISDICTION portal through which JURISDICTION may select the ADU plans it wishes to display in its gallery, provide jurisdiction permitting and related details (per 3a above), designate specific ADU plans as being pre-approved, and receive support for one year from ADU ACCELERATOR for completion of these tasks; and,

(ii) An additional annual license fee of **$**0____ for 2_____ year(s) of continued site maintenance and updates beyond the initial year, including the ability to add new ADU plans, identify additional plans as pre-approved, and related technical support. Subsequent annual license fees shall be invoiced three months in advance of the end of the current service term, with continuation of services contingent upon payment (see Paragraph 1).

7. ENTIRE AGREEMENT. This Agreement embodies the entire agreement and understanding between ADU ACCELERATOR and JURISDICTION on the subjects addressed herein and supersedes all prior discussions, agreements, or understandings between ADU ACCELERATOR and JURISDICTION, whether express or implied. Both parties agree that no promise or representation regarding the subjects addressed herein have been made by either party other than those expressly set forth herein.

8. DUE AUTHORIZATION. The undersigned individual executing this Agreement on behalf of JURISDICTION hereby confirms that the execution of this Agreement has been fully authorized and approved by appropriate action of JURISDICTION's elected or appointed official(s) so charged with the authority to grant the undersigned to execute this Agreement.

9. NOTICES. Any notice required under this Agreement shall be in writing and shall be personally delivered to, e-mailed, or sent by U.S. Mail to the attention and address provided below. Either party may change the person or address for notice by notice to the other in writing. Notices shall be effective (i) on the date when delivered personally; (ii) on the date emailed and confirmation of receipt received; or (iii) on the third day following deposit in U.S. Mail, postage pre-paid.

If to ADU ACCELERATOR:
ADU Accelerator, c/o Community Planning Collaborative, 3106 Shattuck Avenue, Berkeley, CA 94704
Email: info@aduaccelerator.com Phone: 510-761-6001

If to CUSTOMER:
Name of Key Contact: Steve Engfer

Address: PO Box 2039 Mariposa Ca 95338

Email: sengfer@mariposacounty.com

Phone: 209 966-5151

10. AMENDMENTS. This Agreement may not be modified or amended other than by a written document executed by both parties, nor shall any waiver of any right or remedy be valid unless in writing and signed by ADU ACCELERATOR.

11. GOVERNING LAW. This Agreement shall be construed in accordance with a reasonable interpretation of the express terms thereof, and shall not be construed strictly in favor of, or against, either party. This Agreement is governed by and shall be construed in accordance with the laws of the State of California..

12. HEADINGS. The headings of the paragraphs of this Agreement are inserted for convenience of reference only and are not intended to be a part of, or to affect the meaning or interpretation of, this Agreement.

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

Mariposa County

ADU ACCELERATOR

Josh Abrams, Principal

Date

Mariposa County

Steve Engfer, Planning Director

_____

Date

Approved as to Form
Steven W. Dahlem

_____

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-524

MEETING: December 3, 2024

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Authorize the Board of Supervisors Chair to Sign All Grant Documents for the Sierra Growth Council's Transformation Climate Communities Project Development Grant #SGC23128; and Authorize the Planning Director to Act as a Delegated Authorized Signatory for Grant Reports and Invoices (Subject to Approval as to Legal Form by County Counsel)

RECOMMENDATION AND JUSTIFICATION

Authorize the Board of Supervisors Chair to Sign All Grant Documents for the Sierra Growth Council's Transformation Climate Communities Project Development Grant #SGC23128; and Authorize the Planning Director to Act as a Delegated Authorized Signatory for Grant Reports and Invoices (Subject to Approval as to Legal Form by County Counsel).

On December 14, 2023, the Strategic Growth Council (SGC) awarded Mariposa County $1,055,500 for the planning and design of workforce housing at the Missouri Gulch site in the town of Mariposa. The grant agreement was executed on August 26, 2024. The grant implements Mariposa County's Integrated Mobility & Housing Strategy (IMHS), which envisions transit-oriented development in a rural context, with housing and transportation that connects Mariposa with its major workforce center, Yosemite National Park. The plan details new models for workforce housing that increase affordability and supply of housing, while offering a mode shift away from single-car community to shuttle service and group transportation.

This item delegates to the Planning Director the ability to sign invoices and reports related to the SGC TCC grant, which will make the administrative processing of grant documents less time-consuming for County staff. The Board of Supervisors Chair will remain the only designated signatory for grant and budget amendments.

BACKGROUND AND HISTORY OF BOARD ACTIONS

August 26, 2024 - The Board of Supervisors Chair signed the grant agreement #SGC23128 for the planning and design of workforce housing at the Missouri Gulch site in the town of Mariposa ($1,055,500).

March 19, 2024 - RES-2024-112 - Approved budget action increasing revenue and appropriations in the Planning Department Budget for the Post Award Consultation Grant from the Strategic Growth Council's Transformative Climate Communities Program ($49,990).

August 1, 2022 - RES-2023-240 - Authorized the Planning Department to submit an application to the Strategic Growth Council's Transformative Climate Communities Program for planning & design of the Missouri Gulch Site; and authorized the Board of Supervisors Chair to sign the grant agreement.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the Board does not delegate authority to the Planning Director to sign invoices and reports, the administrative processing of grant documents will be more time-consuming for County staff.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **SGC TCC Grant - Executed Contract**
2. **Authorized Signatories Form - SGC TCC Project Development Grant**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

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D: 0650-SGC23128

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
SGC23128	OPR-0650

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

CONTRACTING AGENCY NAME
Governor's Office of Land Use and Climate Innovation, hereinafter referred to as "STATE" or "GO-LUCI"

CONTRACTOR NAME
County of Mariposa, hereinafter referred to as "GRANTEE"

2. The term of this Agreement is:

START DATE
September 1, 2024

THROUGH END DATE
August 31, 2026

3. The maximum amount of this Agreement is:
$1,055,500.00
(One Million, Fifty Five Thousand, Five Hundred Dollars and zero 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	1-30
	Exhibit B	Budget Detail and Payment Provisions	31-35
	Exhibit C	Attachments	36-69
+			
-			

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	CITY	STATE	ZIP
PO Box 729	Mariposa	CA	95338

PRINTED NAME OF PERSON SIGNING	TITLE
Miles Menetrey	Dist. 5, Board Supervisor

CONTRACTOR AUTHORIZED SIGNATURE
DocuSigned by:
Miles S Menetrey
B43EC70C19BE446...

DATE SIGNED
8/21/2024

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Governor's Office of Land Use and Climate Innovation

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
1400 10th Street	Sacramento	CA	95814

PRINTED NAME OF PERSON SIGNING	TITLE
Matt Read	Acting Executive Director, SGC

CONTRACTING AGENCY AUTHORIZED SIGNATURE
Signed by:
Matt Read
85FD9FD33B9943B...

DATE SIGNED
8/26/2024

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)
SCM Vol 1, 4.04(A)(4)

Docusign Envelope ID: 4298EA94-A57D-481A-9F61-61213A19AF6E

PROJECT DEVELOPMENT GRANT AGREEMENT
Round 5 FY 2022-2023

Strategic Growth Council – Transformative Climate Communities Program Project Development Grant – Round 5

Grant Number: SGC23128, MARIPOSA COUNTY

Contents

EXHIBIT A – SCOPE OF WORK 1
PART 1 – Recitals 1
PART 2 – General Terms and Conditions 2
1. Definitions 2
2. Incorporation 3
3. Grant Term 3
4. Authorized Signatories 3
5. Partners and Subcontractors 3
6. Assignment 4
7. Document Submission 4
8. Timeliness 4
9. Amendments and Modifications 5
10. Conditions for Beginning Work 6
11. Reporting Requirements 7
12. Payment Provisions 8
13. Invoicing 11
14. Work Outside the Project Area 13
15. Repayment of Funds 13
16. Availability of Funds 14
17. Revenue 14
18. Monitoring and Oversight 14
19. Recordkeeping 14
20. Records 15
21. Audit and Record Retention 15
22. Compliance 16
23. Insurance 16
24. Computer Software 17
25. Personally Identifiable Information 17
26. Ownership 17
27. Non-Performance 20
28. Disputes 20

Docusign Envelope ID: 4298EA94-A57D-481A-9F61-61213A19AF6E

29. Stop Work Order 21
30. Health Impacts 22
31. Termination for Convenience....22
32. Governing Law and Venue 22
33. Grantee Independence/Not an Agent of the State 22
34. Indemnification 23
35. Waiver....23
36. No Third-Party Beneficiaries....23
37. Force Majeure 23
38. Expatriate Corporations....23
39. Corporation Qualified to do Business in California....24
40. Certificate of Compliance with Russia Sanctions....24
41. Self-Dealing and Arm's Length Transactions....24
42. Relocation 24
43. Americans with Disabilities Act....24
44. Non-discrimination Clause....24
45. Drug-Free Workplace Certification....25
46. Child Support Compliance Act....25
47. Environmental Justice 26
48. Union Organizing....26
49. Prevailing Wages and Labor Compliance....26
50. Publicity....27
51. Right to Publish 28
52. Copyrights....29
53. Recycled Contents Products 29
54. Severability....29
55. Terms that Survive Grant Agreement 30

EXHIBIT B – BUDGET AND SCHEDULE OF DELIVERABLES 31
EXHIBIT C – Attachments 36

Attachment C-1: TCC Project Area Map 37
Attachment C-2: Invoicing and Reporting Templates....38
Attachment C-3: Authorized Signatory Template 43
Attachment C-4: TCC Communications Kit....44

Docusign Envelope ID: 4298EA94-A57D-481A-9F61-61213A19AF6E

Attachment C-5: TCC Partnership Agreement 55

Attachment C-6: Certificate of Compliance with Russian Sanctions 66

Attachment C-7: Special Terms and Conditions for California Native American Tribes and Tribal Organizations with Sovereign Immunity 73

Docusign Envelope ID: 4298EA94-A57D-481A-9F61-61213A19AF6E

PROJECT DEVELOPMENT GRANT AGREEMENT
Round 5 FY 2022-2023

Strategic Growth Council – Transformative Climate Communities Program Project Development Grant – Round 5

Grant Number: SGC23128, MARIPOSA COUNTY

EXHIBIT A – SCOPE OF WORK

PART 1 – Recitals

WHEREAS, the purpose of this document is to memorialize the terms and conditions related to the California Strategic Growth Council's award of grant funds to Mariposa County, the Grantee;

WHEREAS, the authority for this Project Development Grant Agreement is the Transformative Climate Communities Guidelines, as approved for release on February 28, 2023;

WHEREAS, the TCC Project that is the subject of this Implementation Grant Agreement was approved by the Strategic Growth Council on December 15, 2023;

WHEREAS, the Project Development Grant Agreement will be between the Strategic Growth Council and Grantee;

WHEREAS, the Strategic Growth Council will grant to Grantee, pursuant to the above authorization, a sum not to exceed One Million Fifty-five Thousand Five Hundred Dollars ($1,055,500.00), upon and subject to the terms of this Project Development Grant Agreement and consistent with the terms of the TCC Program Guidelines;

WHEREAS, AB 2722 requires that projects maximize climate, public health, environmental, workforce, and economic benefits;

WHEREAS, AB 2722 requires that projects avoid economic displacement of low-income disadvantaged community residents and businesses;

WHEREAS, AB 2722 requires that projects demonstrate community engagement in all phases;

WHEREAS, the Strategic Growth Council requires the TCC Project to implement strategies that increase the climate resilience of vulnerable populations and proposed infrastructure in the TCC Project Area;

WHEREAS, the Strategic Growth Council requires projects to comply with monitoring and reporting requirements for greenhouse gas emissions reductions, co-benefits, and outcome indicators, as defined by the Strategic Growth Council and California Air Resources Board; and

WHEREAS, Grantee agrees to implement the entirety of the Budget and Schedule of Deliverables attached to this Grant Agreement in Exhibit B.

Now therefore, as evidenced by the parties foregoing execution of the Grant Agreement, and in consideration of the mutual covenants, terms and conditions set forth herein, the Parties agree that all funds awarded pursuant to this Grant Agreement are to be used as set forth below in this exhibit, and as may be set forth in the remaining exhibits incorporated into this Grant Agreement.

Docusign Envelope ID: 4298EA94-A57D-481A-9F61-61213A19AF6E

PART 2 – General Terms and Conditions

1. Definitions

i. "Application or Proposal" – Submittal comprised of responses and supporting documents to apply for the TCC Project Development Grant

ii. "Grant Agreement"– Refers to this Project Development Grant Agreement and all attachments and appendices

iii. "TCC Guidelines" – TCC Program Guidelines adopted on February 28, 2023

iv. "Project Area" – Area boundary for the TCC Project, as identified in Attachment D-1. Refers to the boundary for Project Development Grant activities. Refers to the boundary for Project Development Grant activities. A contiguous area that meets the requirements of Section 6.4 (Project Area Eligibility) of the TCC Guidelines.

v. "TCC Partnership Agreement" – Agreement between Grantee and their Partners that outlines the responsibilities of each of the parties to the agreement. This is required of all members of the Collaborative Stakeholder Structure.

vi. "TCC Program" – The Transformative Climate Communities Program

vii. "TCC Project" – Project, comprised of the TCC Project Components defined below, that will be implemented through this Grant Agreement

viii. "Time Periods within the Grant Term: Grant terms are two (2) years, with an option to extend if needed. Entities involved in the grant implementation process:

a. "DOC" – Department of Conservation; provides implementation and administrative support to SGC and serves as the Grantee's main point of contact

b. "Grantee" – Entity responsible for leading the implementation of the TCC Project; identified as Lead Applicant in the Application, and that has an agreement for grant funding with the State.

c. "GO-LUCI" – Governor's Office of Land Use and Climate Innovation (formerly Office of Planning and Research, "OPR")

d. "Parties" – SGC and Grantee, collectively

e. "Partners" – Entities other than the Grantee that enter into a partnership with the grantee to support the implementation of the TCC Project; identified as Lead Entity

f. "SGC" – The California Strategic Growth Council

g. "State" – Any state agency with an oversight role over the funding or TCC Project

h. "Subcontractors" – Third-party entities hired by either Grantee or a Partner

i. "TCC Grant Manager" – Day-to-day point of contact during the grant term

Docusign Envelope ID: 4298EA94-A57D-481A-9F61-61213A19AF6E

2. Incorporation

The TCC Guidelines and all the attachments to this Grant Agreement are hereby incorporated by reference into this Grant Agreement as though set forth in full in this Grant Agreement.

The performance of this grant must be conducted in accordance with the following order of precedence: the enabling legislation for the TCC Program, Grant Agreement, TCC Guidelines.

3. Grant Term

The grant term will commence on the date that both Parties have signed the Grant Agreement. SGC will notify Grantee when work may begin. Grant term is two (2) years, with potential to extend if needed. Grantee's obligations under this Grant Agreement will only be discharged once all terms of this Grant Agreement are fulfilled.

4. Authorized Signatories

The SGC Executive Director or designee is authorized to sign this Grant Agreement and related documents on behalf of SGC. SGC staff will notify Grantee of the day-to-day point of contact ("TCC Grant Manager") once the grant is executed.

At the time of grant execution, Grantee will submit a letter that identifies the individual who is authorized to sign this Grant Agreement and TCC Project deliverables and related documents on behalf of Grantee. The letter must also identify any additional Authorized Designees as well as Grantee's day-to-day grant manager. Use the template provided in Exhibit C (Attachment C-3).

If the Authorized Signatory or Authorized Designee is unable to sign a deliverable or related document on behalf of Grantee, Grantee must submit an updated letter signed by the Authorized Signatory designating another individual to sign in their place. If the Authorized Signatory or Authorized Designee are funded through this Grant Agreement, Grantee must designate a different individual to sign the invoices.

Grantees must keep Authorized Signatory letters up to date and submit changes through email to the TCC Grant Manager at the subsequent reporting due date. Authorized Signatory letters will be kept on file with SGC for up to four (4) years after the Grant Term ends.

5. Partners and Subcontractors

SGC's contractual relationship is with Grantee, and not any of their Partners or Subcontractors.

i. Grantee's contractual relationship with its Partners is defined by the TCC Partnership Agreement (Attachment C-5) and other documents as determined by Grantee and subject to SGC written approval, which outline the reimbursement process among Grantee, Partners, and Subcontractors. Grantee's obligation to pay its Partners and Subcontractors is an independent obligation from SGC's obligation to pay Grantee.

Docusign Envelope ID: 4298EA94-A57D-481A-9F61-61213A19AF6E

ii. Grantee must abide by the TCC Partnership Agreement. This includes abiding by the processes defined within the TCC Partnership Agreement, including, but not limited to the legal and financial considerations, transparent decision-making processes, meeting facilitation procedures, and processes for involving community representatives in decision-making.

iii. Grantee is entitled to make use of its own staff, Partners, and Subcontractors, as identified in the TCC Partnership Agreement and the Budget and Schedule of Deliverables, and will comply with its own competitive bidding and sole sourcing requirements for subcontracts that arise out of or in connection with this Grant Agreement. If Grantee requests to modify or amend the TCC Partnership Agreement:

   a. Grantee must provide SGC with copies showing such changes within fifteen (15) working days.

   b. Grantee must adhere to the amendments and modifications requirements of this Grant Agreement (Exhibit A, Part 2, Section 9), if applicable.

iv. Grantee must manage, monitor, and accept responsibility for the performance of its own staff, Partners, and Subcontractors, and will conduct project activities and services consistent with professional standards for the industry and type of work being performed under this Grant Agreement.

v. Grantee must notify SGC if Grantee, Partners, or Subcontractors are revoked, disbarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from the TCC Project.

Nothing contained in this Grant Agreement or otherwise will create any contractual relation between SGC and any Partners or Subcontractors, and no subcontract will relieve Grantee of its responsibilities and obligations under the terms of this Grant Agreement. Grantee agrees to be fully responsible to SGC for the acts and omissions of its Partners, Subcontractors, and of persons either directly or indirectly employed by them.

6. Assignment

This Grant Agreement is not assignable by Grantee, either in whole or in part, without the consent of SGC in the form of a formal written amendment of this Grant Agreement.

7. Document Submission

All documents must be submitted through the SGC provided online submission platform. Upon submission, the Grantee must notify their designated TCC Grant Manager through email.

8. Timeliness

Time is of the essence in this Grant Agreement. The SGC and Grantee will work collaboratively to ensure this Grant Agreement is administered in a timely fashion.

Docusign Envelope ID: 4298EA94-A57D-481A-9F61-61213A19AF6E

9. Amendments and Modifications

Any modification or amendment of the terms of this Grant Agreement must be within the intent of the TCC Program. Requests to increase the overall grant amount or to significantly alter the deliverables of the TCC Program will not be approved because of the competitive nature of the process that resulted in the award of this Grant Agreement. Modification and amendment requests will be considered at the sole discretion of SGC.

i. Modifications are minor changes to the Grant Agreement. Modification requests must be submitted in writing to SGC at least thirty (30) calendar days prior to when the modification will take effect. Examples of actions that require a modification include but are not limited to changes in the:

   a. Grantee's Authorized Signatories and Subcontractors

   b. Budget and Schedule of Deliverables

      (i) Task descriptions (i.e. details regarding methods used to achieve deliverables)

      (ii) Reallocation of up to ten percent (10%) of a task budget to another task. Cumulative changes of up to 10% of a task budget are allowed before an amendment is required.

      (iii) Adjusting deliverable due dates within the grant term.

ii. Amendments are material changes to the Grant Agreement. Amendment requests must be submitted in writing to SGC at least sixty (60) calendar days prior to when the amendment will take effect. New amendment requests from Grantee will not be considered less than three (3) months prior to the end of the Grant Term. Examples of actions that require an amendment include but are not limited to changes in the:

   a. Partners or terms in the TCC Partnership Agreement

   b. Budget and Schedule of Deliverables

      (i) Elimination or alteration in deliverables

      (ii) Reallocation of more than ten percent (10%) of a task budget to another task

iii. Process for Modification and Amendment Requests:

   a. Modification and amendment requests will be made in writing using the templates provided by SGC. No oral understanding or agreement not incorporated in the Grant Agreement as a fully executed amendment is binding on any of the Parties. Any request for a modification or amendment must explain the purpose of the request, how the request is consistent with the TCC Guidelines and intent of the TCC Program, and the effect of not approving the request. All requests must include supporting documentation to validate the request. TCC Program staff may bring proposed Grant Agreement amendments to the Strategic Growth Council for approval.

   b. SGC will respond to the modification or amendment request within ten (10) working days. SGC's response to Grantee may include additional questions. SGC may require additional time to make a determination (i.e., approval or denial) about the request. SGC will consider requests for expedited review.

Docusign Envelope ID: 4298EA94-A57D-481A-9F61-61213A19AF6E

c. Effective Date of Modification or Amendment:

(i) If SGC approves the modification request in writing, the modification may take effect immediately.

(ii) If SGC approves the amendment request, SGC will notify Grantee and prepare amendment documents for Grantee within another ten (10) working days, or as soon as feasible.

(iii) If SGC rejects the request in writing, Grantee may file a Dispute (Part 2, Section 28).

d. SGC has the sole discretion to determine what changes to the Grant Agreement constitute "Modifications" or "Amendments." All requests, including reallocation of grant funds between Projects, will be determined to be either a modification or an amendment on a case-by-case basis by SGC in a manner consistent with this section.

10. Conditions for Beginning Work

i. Readiness Requirements

a. Grantee may begin work on all planning and pre-development activities upon grant execution. Grantee Costs may also be spent upon grant execution.

b. Readiness requirements (pre-development) include CEQA documentation, site control, permits, project maps and designs, project schedules, operations and maintenance plans, and other Strategy-specific requirements.

c. For physical projects that will be constructed during the Project Development Grant Term, Lead Entities must demonstrate readiness in accordance with the relevant requirements outlined for each Strategy in Appendix B of the TCC Guidelines. Readiness will be assessed and approved independently for each individual Project.

d. SGC has sole discretion to determine when the Lead Entity has demonstrated readiness for each Project. Lead Entity may only expend direct project costs for each Project under this Grant Agreement once Grantee receives written notice from SGC.

ii. Failure to meet Readiness Requirements

a. Projects that do not meet the relevant readiness requirements of the grant agreement or TCC guidelines, will be deemed to be infeasible and ineligible for reimbursement, unless SGC gives written approval to extend the timeline to meet the readiness requirements.

iii. CEQA Clarification

This section outlines acceptable documentation for demonstrating CEQA completion, one of the primary readiness requirements for and conditions for beginning work on Projects under the TCC Project Development grant.

a. Required Documentation for projects that are categorically or statutorily exempt

(i) A CEQA Notice of Exemption (NOE) that has been approved by the appropriate body pursuant to their obligations under CEQA; OR

Docusign Envelope ID: 4298EA94-A57D-481A-9F61-61213A19AF6E

(ii) Documentation that the project is CEQA compliant, including but not limited to:

1. A resolution adopted by the legislative body (e.g., City Council, Board of Supervisors) confirming a project's exemption. If a resolution or similar mechanism is not available or does not exist, meeting minutes documenting the legislative body's consideration and approval of the project's CEQA compliance may be submitted.
2. A signed letter or similar document from the head of an administrative approving entity (e.g., Planning Director).

b. Required documentation for all other projects

(i) A file-stamped Notice of Determination

c. Statutes of Limitation

SGC will notify Grantees that they may begin work on a project once all readiness requirements have been met, including CEQA completion. However, projects are still subject to statutes of limitation for legal challenges, which vary depending on the type of CEQA filing and whether a CEQA filing occurs (Public Resources Code, § 21167).
Grantees must notify SGC when the statutes of limitations have lapsed for each project, and if any legal challenges arise. If a legal challenge is brought against a project, SGC has the authority to issue a Stop Work Order, per Section 32 of the grant agreement.

11. Reporting Requirements

i. General Reporting Requirements:

a. All reports must be completed using templates attached to this Grant Agreement or provided by SGC and submitted using the naming conventions provided by TCC Grant Manager.

b. The first reporting period will begin on the start date of the Grant Agreement.

c. All reports must be submitted to the TCC Grant Manager.

d. All reports must be signed by the Authorized Signatory or Designee on file with SGC.

e. SGC may request to verify reports through methods that include, but are not limited to: supporting documentation, site visits, conference calls or video conferencing.

f. Grantee's failure to meet the reporting requirements on time may result in a delay in reimbursement.

ii. Progress Reports:

a. Grantee must complete Progress Reports using the template attached to the Grant Agreement (Attachment C-2).

b. Grantee must complete Progress Reports for the duration of the Project Completion Period.

c. Progress Reports must correspond with the Budget and Schedule of Deliverables described in the Grant Agreement.

Docusign Envelope ID: 4298EA94-A57D-481A-9F61-61213A19AF6E

d. Grantee must report on any deliverables submitted and submit evidence of work completed, as requested by SGC.

iii. Final Reports:

a. Final Report: Grantee must submit a final report by the end of the Grant Term using a template provided by SGC.

12. Payment Provisions

i. Except as may be allowed under subsection (ii), Grantee will be paid on a reimbursement basis:

a. Partners must invoice Grantee before Grantee submits an invoice to SGC. TCC funds will be issued to Grantee, who will be responsible for dispersing payment to Partners in accordance with the requirements contained in the TCC Partnership Agreement. All invoices must be supported by adequate documentation evidencing that the direct cost for which the Partner seeks reimbursement has been incurred. Grantee must maintain as part of its records for the TCC Project all invoices and supporting documentation from their Partners; these records will be subject to the audit provisions in Exhibit A, Part 2, Section 24.

b. SGC will not require that Grantee pay their Partners prior to requesting reimbursement from SGC, although Grantee may do so according to their procedures and policies.

c. Grantee may only request reimbursement for eligible costs incurred for implementing the TCC Project. See Appendix B of the TCC Guidelines for details. Any work performed prior to the start date or after the end of the Grant Term will not be reimbursed.

d. Grantee shall ensure real property purchased with grant funds shall be acquired from a willing seller for a purchase price that does not exceed the real property's fair market value, as established by an appraisal that is conducted by an appraiser who is licensed pursuant to Part 3 (commencing with Section 11300) of Division 4 of the Business and Professions Code. The appraisal shall be prepared pursuant to the Uniform Standards of Professional Appraisal Practice. Grantee shall ensure an independent third party approved in writing by SGC reviews the appraisal for consistency with the Department of General Services Real Estate Division Appraisal Guidelines before the real property is purchased. The appraisal and independent review shall become part of the project file maintained by Grantee.

ii. Through state legislation, SGC is authorized to provide certain governmental and nongovernmental Grantees advance payments of TCC grant awards. SGC may approve advance payments under this grant at its sole discretion. All requests for advance payments shall be submitted to SGC in writing (Advance Pay Request form to be provided), along with complete documentation of the Grantee's eligibility for advance payments in accordance with Government Code sections 11019.1 and 11019.3. Any changes to the request form must be reported to SGC in writing within 30 days. Advance payments shall not exceed 25% of the total grant award unless the Grantee demonstrates that a larger advance is needed and provides sufficient justification and documentation. All advance payments and the amount of any advance payment is

Docusign Envelope ID: 4298EA94-A57D-481A-9F61-61213A19AF6E

subject to SGC's discretion and satisfactory submittal of information through the Advance Pay Request Form.

a. Any qualifying entity receiving advance payment will be required to demonstrate the ability to meet statutory requirements regulating the provision of advance payment.

b. See Attachment C-7, Special Terms and Conditions for California Native American Tribes and Tribal Organizations with Sovereign Immunity.

iii. Eligible Costs

Grantee should refer to the TCC Guidelines, including Appendix B, for eligible cost requirements. To the extent that the provisions of this Section may conflict with the TCC Guidelines, this Section takes precedent.

a. Indirect costs are costs of doing business that are of a general nature and not directly tied to the grant, but necessary for the general operation of the organization. These costs may account for no more than 12% of the awarded TCC funds minus any funds for equipment purchases with a per unit cost of $5,000.00 or more. The 12% maximum of indirect cost applies to Grantee and all Partners or subcontractors, except for California Native American Tribes, who may request a higher indirect cost rate, provided the applying California Native American Tribe substantiates the rate with supporting documentation. Reimbursement requests for indirect/overhead costs must be proportionate to the direct costs billed in an invoice.

b. Direct costs will be reimbursable with TCC funds. Direct costs are defined as costs directly tied to the implementation of the Grant Agreement. In addition, insurance premiums are only an eligible cost to the extent that the cost of coverage increased because of the award or Project requirements. Grantees must adhere to the following requirements:

(i) Water and wastewater connections may account for up to eighty-eight percent (88%) of the total TCC award for Grantees that need to meet program policy requirements for basic infrastructure access.

(ii) The eligible use of heavy-duty trucks and equipment shall be reimbursed at the then-current rate set by the California Department of Transportation "Labor Surcharge and Equipment Rental Rate" guide.

c. Travel costs directly related to the performance of this Grant Agreement will be subject to the State of California travel reimbursement rates, in effect, during the term of this Grant Agreement.

(i) SGC will reimburse for actual expenditures, based on equivalent civil service classifications, up to the maximum state allowable rates in effect at the time of travel. The state rates are available for review at: http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx.

(ii) Incidental costs and travel costs outside the State of California will not be reimbursed.

Docusign Envelope ID: 4298EA94-A57D-481A-9F61-61213A19AF6E

(iii) For staff working on the project, Grantee shall maintain and submit for reimbursement detailed travel records and supporting documents (e.g. travel request and approval forms, expense claims, invoices, receipts for lodging and transportation, etc.) showing the date and purpose of the grant-related travel, destination and, in the case of travel by automobile, the number of miles driven.

(iv) Grantee shall ensure travel costs are outlined in the Budget and Schedule of Deliverables and tied to tasks and deliverables in the work plan.

(v) Grantee shall ensure that any person traveling pursuant to this Grant Agreement shall indemnify and hold harmless the SGC and State of California for any liabilities resulting from such travel.

iv. Ineligible Costs

a. For ineligible direct implementation costs, refer to Appendix B and C of the Guidelines, by project or plan strategy.

b. Indirect costs in excess of 12% of the awarded TCC funds, except for California Native American Tribes, who may request a higher indirect cost rate, provided the applying California Native American Tribe substantiates the rate with supporting documentation.

c. Projects that fund additional parking infrastructure or other infrastructure projects that induce demand for additional parking

d. Additional ineligible costs

(i) Exceeding cost caps for Indirect

(ii) Lobbying

(iii) Advocacy work, such as direct lobbying for the passage of bills or local propositions

(iv) Commission fees

(v) Ongoing operational costs beyond the grant term

(vi) Using funds for any cost that has been or will be paid through another funding source, or to finance any activities designed to supplant rather than supplement existing local agency activities or activities with pre-existing designated funding. This cost supplantation prohibition does not apply to interim financing for housing loans.

(vii) Using funds for mitigation activities that are already mandated by local, regional, state, or federal governing bodies or agencies

(viii) Ceremonial expenses (including food and beverages)

(ix) Expenses for publicity not related to the awarded TCC Project implementation

(x) Bonus payments of any kind

Docusign Envelope ID: 4298EA94-A57D-481A-9F61-61213A19AF6E

(xi) Damage judgments arising from the acquisition, construction, or equipping of a facility, whether determined by judicial process, arbitration, negotiation, or otherwise

(xii) Services, materials, or equipment obtained under any other State program

(xiii) Real estate brokerage fees and/or expenses

(xiv) Stewardship of legal defense funds

(xv) Costs associated with automobile or motorcycle parking (excluding electric vehicle charging infrastructure that may be located at a parking spot).

(xvi) Reimbursement for any interest accumulated in order to finance the project

v. All costs must be reasonable, as defined below:

a. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. In determining reasonableness of a given cost, consideration must be given to:

(i) Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the entity or the proper and efficient performance of this Grant Agreement.

(ii) The restraints or requirements imposed by such factors as: sound business practices; arm's-length bargaining; federal, state, local, tribal, and other laws and regulations; and terms and conditions of this Grant Agreement.

(iii) Market prices for comparable goods or services for the geographic area.

(iv) Whether the individuals concerned acted with prudence in the circumstances considering their responsibilities to its employees, the public at large, and the state.

(v) Whether the cost significantly deviates from the acquiring entity’s established practices and policies regarding the incurrence of costs.

b. SGC has the sole discretion to determine if a cost is reasonable. Any costs that do not meet the requirements above may not be reimbursed by the State. The Grantee may file a Dispute to contest SGC’s determination.

vi. Retention

a. SGC will withhold payment of the final five percent (5%) of the total requested budget until SGC determines that the requirements have been fulfilled per the Grant Agreement.

13. Invoicing

During the Grant Term, the Grantee will submit online one (1) invoice package to SGC quarterly and no more than bimonthly.

Docusign Envelope ID: 4298EA94-A57D-481A-9F61-61213A19AF6E

i. Invoice Package - An invoice, supporting documentation, deliverables or other evidence of work completed, and the appropriate reporting materials are collectively referred to as the "invoice package."

   a. Invoice – Grantee must use the invoice templates provided in Attachment C-2.

      (i) Expenses should be broken out at the task level.

      (ii) Expenses under each task should be broken out by cost type.

      (iii) Travel, mileage, and equipment should be clearly identified.

   b. Supporting documentation – Grantee must submit supporting documentation for all itemized costs. Documentation may include but is not limited to: copies of purchase orders, receipts, subcontractor invoices, and timesheets. These items must contain sufficient information to establish that the specific service was rendered, or purchase was made. Original supporting documentation is not required and should be retained by Grantee.

      (i) Supporting documentation should be clearly labeled by task.

      (ii) Supporting documentation does not need to be provided for Indirect costs. However, Grantee must maintain records of Indirect costs to be made available upon request from the State. Grantee shall ensure adequate books and accounts documenting Indirect costs are maintained in accordance with generally accepted accounting principles, consistently applied. Grantee shall invoice in accordance with the Indirect cost rate(s) approved for the TCC Project and each project and plan under the grant, based on supporting documentation agreed upon in writing by SGC and the Grantee.

      (iii) Records documenting time spent performing the work must identify the individual, the date on which the work was performed, the specific grant-related activities or objectives to which the individual's time was devoted, the hourly rate, and the amount of time spent.

   c. Evidence of deliverables completed – Grantee must submit evidence of work completed to justify the reimbursement request in the invoice. Documentation may be the final deliverables as listed in Exhibit B or interim deliverables that demonstrate the work completed.

   d. Report(s) – Grantee must submit the appropriate reporting materials described in Exhibit A, Part 2, Section 11.

ii. Grantee must submit the invoice package to the SGC online submission platform. Following submission, Grantee must email the Invoice Summary (PDF) to the TCC Grant Manager, and copy the SGC and Governor's Office of Land Use and Climate Innovation: accountspayable@opr.ca.gov.

iii. The invoice must be signed by the Authorized Signatory or Designee. By submitting the invoice package to SGC, Grantee certifies that all costs are eligible for reimbursement, that all work has been completed in accordance with the Grant Agreement, and that the invoice total reflects actual costs incurred.

Docusign Envelope ID: 4298EA94-A57D-481A-9F61-61213A19AF6E

a. SGC has the discretion to determine the sufficiency of work completed and completeness of an invoice package.

b. If SGC determines that an invoice package is complete and sufficient, SGC will notify Grantee and approve the invoice. SGC will issue one check to Grantee. Grantee is responsible for dispersing payment to Partners, as outlined in the TCC Partnership Agreement, and any Subcontractors.

iv. Invoice packages that do not meet the requirements of this Grant Agreement, are incomplete, or have inaccuracies, will be returned to Grantee for resubmittal within ten (10) working days with an explanation of why it was not approved.

a. SGC may authorize payment of a partial invoice package and require Grantee to resubmit the remaining portions in order to fix any inaccuracies or incomplete information.

b. Grantee must resubmit the amended invoice package (either partial or full) in the same manner as the original invoice within ten (10) working days after receiving the notification from SGC while addressing the concerns identified by SGC. Delays in providing revised invoice package on time may result in non-compliance notice or stop work order.

v. If SGC determines that Grantee submitted false or materially inaccurate invoices, supporting document or components of the Application, SGC may impose any and all available remedies, including requesting reimbursement of already disbursed payments or termination of the Grant Agreement.

vi. The final invoice for each TCC Project Component should include a request for reimbursement of the final five percent (5%) of the total requested budget, as discussed in Exhibit A, Part 2, Section 12.vi.a, of this Grant Agreement.

14. Work Outside the Project Area

No work outside the Project Area will be reimbursable through this agreement except as allowed under this section. SGC disclaims any representations, express or implied, that any work outside the Project Area that was not approved as part of the Application is or will be funded by the TCC Program. Grantee waives any claims against SGC related to such work. In the event that there is a reason that there is a need for work to occur outside the Project Area, the Grantee must submit a request which will be considered on a case-by-basis by TCC staff and may be approved or rejected. The request must be submitted in writing and must justify why work outside the Project Area is necessary and how it will result in direct benefit to residents of the Project Area.

15. Repayment of Funds

If grant funds are not expended, or have not been expended in accordance with this Grant Agreement; or that real or personal property acquired with grant funds is not being used, or has not been used for purposes in accordance with the Grant Agreement; SGC has sole discretion to take appropriate action under this Grant Agreement, at law or in equity, including but not limited to:

Docusign Envelope ID: 4298EA94-A57D-481A-9F61-61213A19AF6E

i. Requiring Grantee to forfeit any unexpended portion of the grant funds, including but not limited to any retention withheld from invoices;

ii. Requiring Grantee to repay any funds improperly expended.

16. Availability of Funds

Sufficient funds for this Grant Agreement have been made available by FY 2022-2023 budget appropriation from the General Fund. However, this Grant Agreement is subject to any restriction, limitation, or condition enacted by the Legislature, which may affect the provisions, terms, or funding of this contract in any manner.

17. Revenue

All revenue generated as a part of any Project by Grantee, Partner or subcontractor must be used to further the TCC Project to the extent reasonably possible. Grantee must keep records of revenue expenditures for audit purposes.

18. Monitoring and Oversight

Grantee agrees that the State or designated representative has the right to visit the project sites pertaining to any TCC Project described in this Grant Agreement. Project sites may include any public or participating private properties.

i. Once the Grant Agreement is executed, the TCC Grant Manager may request a regularly occurring monthly phone call or in-person meeting with Grantee's Grant Manager to discuss the TCC Project. Grantee must work with the TCC Grant Manager to accommodate monitoring requests.

ii. The State retains the right to conduct a minimum of two (2) site visits a year during the grant term.

iii. At the State's discretion, site visits may occur more frequently.

iv. Grantee agrees that the State or designated representative has the right to conduct a final inspection of completed Projects, as determined by SGC. For construction Projects, this may require certification by the appropriate registered professional (such as California Registered Civil Engineer or Geologist) that the Project has been completed in accordance with final plans and specifications and any modifications. If Grantee or Lead Entity arranges a final inspection, Grantee must notify the TCC Grant Manager of the inspection date at least ten (10) working days prior to the inspection in order to provide State the opportunity to participate.

19. Recordkeeping

Grantee must establish an official file for the TCC Project funded by the Grant Agreement. The file must contain adequate documentation of all actions taken with respect to the TCC Project, including copies of the Grant Agreement, amendments and modifications, letters and email correspondences, financial records (including agreements and any associated documents with Partners and Subcontractors), required reports, and readiness and

Docusign Envelope ID: 4298EA94-A57D-481A-9F61-61213A19AF6E

compliance documentation. The State reserves the right to audit all Grantee, Partner, and Subcontractor records for this project, as stated below.

i. Grantee must establish a separate ledger account for receipts and expenditures of grant funds and maintain expenditure details in accordance with the attached Budget and Schedule of Deliverables. Separate bank accounts are not required. Grantee must maintain financial records of expenditures incurred during the TCC Project in accordance with generally accepted accounting principles.

ii. Grantee must maintain documentation of its normal procurement policy and competitive bid process (including the use of sole source purchasing).

iii. Partners and Subcontractors paid with moneys under the terms of this Grant Agreement must maintain all records as specified. Grantee maintains responsibility for ensuring that Partners and Subcontractors comply with the requirements above.

20. Records

Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant Agreement will be in the public domain to the extent to which release of such materials is required under the California Public Records Act (Cal. Gov't Code § 7920 *et seq*.). Grantee may disclose, disseminate, and use in whole or in part, any final form data and information received, collected, and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to the State for financial support as described in Section 53, Publicity. Grantee must not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State has the right to use any data described in this paragraph for any public purpose.

21. Audit and Record Retention

Grantee must ensure adequate protection for all records, physical and electronic, from loss, damage, or destruction for possible audit(s). Grantee agrees that the State or designated representative will have the right during normal business hours to review and to copy any records and supporting documentation pertaining to the performance of this Grant Agreement and interview any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff of any Partners and Subcontractors related to the performance of this Grant Agreement.

i. Grantee, Partners, and Subcontractors must maintain copies of project records four (4) years after the end of the grant term, unless a longer period of records retention is stipulated.

ii. The State retains the right to conduct an audit each year during the grant term and up to four (4) years after. Audits may include, but are not limited to, inspections of project records; ownership and usage records of equipment, vehicles, and infrastructure; and maintenance records of equipment, vehicles, and infrastructure.

Docusign Envelope ID: 4298EA94-A57D-481A-9F61-61213A19AF6E

iii. The State may require recovery of payment from Grantee, issue a Stop Work Order or terminate the Grant Agreement, as warranted, based on an audit finding, or any other remedies available in law or equity.

22. Compliance

Grantee must fully comply with all applicable federal, state, and local laws, ordinances, regulations, plans, and design standards. Grantee must secure any new permits or licenses required by authorities having jurisdiction over the Project Area and maintain all presently required permits. Grantee must ensure that any applicable requirements of the California Environmental Quality Act are met in order to carry out the terms of this Grant Agreement. Grantee must promptly provide evidence of such compliance if requested by the State.

Additionally, Grantee certifies that it currently is not and will not become:

i. In violation of any order or resolution subject to review promulgated by CARB or an air pollution control district;

ii. Subject to a cease-and-desist order subject to review issued pursuant to Section 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or

iii. Determined to be in violation of provisions of federal law relating to air or water pollution.

Grantee must ensure that Partners and Subcontractors comply with all terms in this section with respect to the TCC Project.

23. Insurance

i. A Grantee or Lead Entity that is a governmental organization may provide evidence of sufficient self-insurance to satisfy the insurance requirements below.

ii. If Grantee or Lead Entity is not a governmental organization or is unable to provide evidence of sufficient self-insurance, then the following are the insurance requirements:

a. Grantee must ensure the following insurance policies are obtained and kept in force through the grant term, with no lapses in coverage, that cover any acts or omissions of Grantee and its employees engaged in carrying out any tasks specified in this Grant Agreement:

(i) Worker's Compensation Insurance in an amount of not less than the statutory requirement of the State of California.

(ii) Commercial general liability insurance in an amount of not less than $1,000,000 per occurrence for bodily injury and property damage combined.

(iii) Motor vehicle liability with limits in an amount not less than $1,000,000 per accident for bodily injury and property damage combined. Such insurance must cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles.

b. Insurance policies must name the State of California, its officers, agents, employees and servants as additional insured parties for the commercial general liability and

Docusign Envelope ID: 4298EA94-A57D-481A-9F61-61213A19AF6E

automobile liability insurance but only with respect to work performed under the Grant Agreement. Grantee is responsible for guaranteeing that a copy of each Certificate of Insurance is submitted to SGC within sixty (60) calendar days of the Grant Agreement signature. The grant number must be included on each submitted Certificate of Insurance.

iii. Grantee must notify SGC prior to any insurance policy cancellation or substantial change of policy, including lapse of coverage, change in coverage amount, or change in carrier.

iv. Grantee must notify SGC if any Partners or subcontractors are not in compliance with the insurance requirements above. If any Partners or subcontractors are out of compliance, SGC reserves the right to issue a Stop Work Order, until resolved, as described below.

v. Grantee is responsible for determining the appropriate level of insurance, if any, for its Partners or subcontractors.

24. Computer Software

Grantee must ensure that the appropriate systems and controls are in place so that funds under this Grant Agreement will not be used for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

25. Personally Identifiable Information

Information or data, including but not limited to all records and supporting documentation that personally identifies an individual or individuals, is confidential in accordance with California Civil Code Sections 1798, *et seq.* and other relevant state or federal statutes and regulations. Grantee must ensure that all such information or data that comes into possession under this Grant Agreement is appropriately safeguarded in perpetuity, and must not release or publish any such information, data, or records.

26. Ownership

i. Deliverables:
Grantee hereby grants to the State a royalty-free, nonexclusive, transferable, world-wide license to reproduce, translate, and distribute copies of any and all materials it produces pursuant to this Grant Agreement, for nonprofit, non-commercial purposes, and to have or permit others to do so on the State's behalf.

ii. Equipment:

a. Purchase of equipment using grant funds is allowable only with prior approval by TCC Grant Manager.

b. Cost of equipment purchased shall be substantiated by purchase receipt.

c. For any equipment purchased or built with funds that are reimbursable as a direct cost of the TCC Project, as determined by SGC, Grantee, Partner, or Subcontractor, as applicable, must be the sole owner on title.

Docusign Envelope ID: 4298EA94-A57D-481A-9F61-61213A19AF6E

d. If the funds are used to purchase equipment that costs $5,000 or more, each such piece of equipment is "grant-funded equipment."

e. Each grant-funded equipment must be dedicated to the described use in the same proportion and scope as was in the Grant Agreement, unless SGC agrees otherwise in writing, during the useful life of the equipment.

f. If the owner of the grant-funded equipment determines that it no longer has need for the grant-funded equipment before the end of the equipment's useful life, the owner shall donate the grant-funded equipment to a public entity or nonprofit organization that will use the grant-funded equipment for purposes that are similar to the purpose intended in the Grant Agreement or to a public entity or nonprofit that serves the project area.

g. For the duration of the useful life of each grant-funded equipment, the grantee shall maintain a record identifying each grant-funded equipment, the expected useful life of each item, and the ultimate disposition (disposal or donation). The requirements of this section will survive termination of this agreement.

h. The cost to lease equipment to use in the grant project area may be charged to the grant. Cost of leased equipment charged to the grant must be substantiated with receipts identifying equipment was leased, lease rate and total cost.

i. Use of equipment owned by the Grantee may be charged to the grant at a rate set by the California Department of Transportation Labor Surcharge and Equipment Rental Rate Guide. Use of Grantee equipment must be substantiated with an equipment usage log that identifies the equipment used, rate, and total rental cost. A cost-benefit analysis to justify the cost of purchasing equipment versus leasing must be provided.

j. Grantee will assume all risk including cost for maintenance, repair, loss, destruction, and damage to all equipment until disposition of equipment. SGC may, at its discretion, repair any damage or replace any lost or stolen items and deduct the cost thereof from Grantee's invoice to the State, or require Grantee to repair or replace any damaged, lost, or stolen equipment to the satisfaction of SGC with no expense to the State.

k. In the event of theft, a report must be filed immediately with the California Highway Patrol (State Administrative Manual § 8643 [Lost, Stolen, or Destroyed Property]).

l. Grantee must maintain an inventory record for grant-funded equipment purchased or built with funds provided under this Grant Agreement. In addition, items of grant-funded equipment or supplies that are prone to theft, loss, and misuse and may contain sensitive data (e.g., computers, printers, smartphones, tablets, cameras, GPS devices, etc.) costing less than $5,000 must be inventoried. Details on the inventory record are to be provided in the Project Development Grant Administration Guide.

m. The Equipment Inventory Record must be updated annually and upon request. See Exhibit A, Section 11, Reporting Requirements, for more information.

iii. Vehicles:

Docusign Envelope ID: 4298EA94-A57D-481A-9F61-61213A19AF6E

a. Grantee, Partner, or Subcontractor, as applicable, must be the sole owner of all vehicles acquired as part of TCC Project, including but not limited to, bicycles, cars, buses, vans, rail passenger equipment. During the grant term, vehicles must be dedicated to the described use in the same proportion and scope as was in the Grant Agreement, unless SGC agrees otherwise in writing.

b. Vehicles acquired for purposes of public transit must be maintained in a state of good repair and dedicated to that public transportation use for their full useful life, which, for the purpose of this Grant Agreement, will be determined in accordance with standard State and national transit practices and applicable rules and guidelines, including any extensions of that life cycle achievable by reconstruction, rehabilitation, or enhancements. If the ownership or use of the vehicles change to a use not in accordance with the Grant Agreement, Grantee may be required to reimburse the State for their fair market value.

c. Vehicles acquired for general project work (i.e., work trucks) must be maintained in a state of good repair for their full useful life, which, for the purpose of this Grantee Agreement, will be determined in accordance with standard State practices. If the ownership or use of the vehicles change to a use not in accordance with the Grant Agreement, Grantee may be required to reimburse the State for their fair market value.

iv. Infrastructure:

a. Grantee, Partner, or Subcontractor, as applicable, must ensure all necessary rights of way, property ownership, or leases have been secured prior to construction. Purchases of all real property required for the TCC Project must be free and clear of liens, conflicting easements, obstructions, and encumbrances. Any property acquisition by Grantee must not involve eminent domain proceedings or threat of eminent domain proceedings. Grantee must record deed restrictions on TCC Project property, as applicable.

b. For any rights of way, real and personal property, leases, improvements, and infrastructure funded as a reimbursable direct cost of the TCC Project, the Grantee, Lead Entity, or another public agency or subcontractor as approved in writing by the TCC Grant Manager, must be the sole owner of the title or leasehold. The foregoing sentence notwithstanding, dispersed improvements such as those made for pilot projects or predevelopment work aligned with TCC's Solar Installation, Energy Efficiency and Appliance Electrification Strategy may be made on private real property. Each site acquired or improved upon with funding provided under this Grant Agreement must remain permanently dedicated to the described use in the same proportion and scope as was in the Grant Agreement, unless SGC agrees otherwise in writing. If the ownership or use of the property changes to a use not in accordance with the Grant Agreement, Grantee may be required to reimburse the State in a manner determined by SGC.

c. Grantee, Partner, or Subcontractor, as applicable, is obligated to continue operation and maintenance of the physical aspects of the TCC Project for its full useful life, which, for the purpose of this Grant Agreement, includes any extensions of that life achievable by reconstruction, rehabilitation or enhancements, in accordance with the

Docusign Envelope ID: 4298EA94-A57D-481A-9F61-61213A19AF6E

described use in the same proportion and scope as in the Grant Agreement, unless SGC, Grantee, Partner, or Subcontractor (as applicable) agrees otherwise in writing. Grantee may be excused from its obligations for operation and maintenance of the Project site only upon written approval from SGC. The TCC Project and its facilities must be maintained, supervised, and inspected by adequate and well-trained staff and/or professionals and technicians as the project reasonably requires.

v. Debt Security:
Grantee will not use or allow the use of any portion of real property purchased solely with TCC grant funds as security for any debt.

27. Non-Performance

SGC has sole discretion to determine if Grantee is performing in accordance with the Grant Agreement. Non-performance may be determined for an individual Project, the entire TCC Project, or a task within an individual Project. Non-performance issues can include but are not limited to: misuse of funding for ineligible expenses, actual or projected inability to meet performance requirements or scheduled milestones, failure to complete or failure to make a good faith effort to complete the TCC Project as a whole or any TCC Project Components, adhere to the TCC Partnership Agreement, and/or failure to comply with the terms of this Grant Agreement.

i. SGC will notify Grantee in writing if non-performance is determined and will provide instructions and a timeline to rectify all cases of non-performance.

ii. Grantee must respond to a determination of non-performance within thirty (30) calendar days by either a) proposing corrective actions, or b) disputing SGC's findings in writing.

iii. SGC, without waiver of other rights or remedies, may require Grantee to re-perform any actions not in accordance with this Grant Agreement. SGC may withhold any payments due to Grantee until the individual project or TCC Project is brought back into full compliance. Costs and expenses for these actions will be borne by the applicable Grantee, Partner, or Subcontractor.

iv. If Grantee fails to correct any non-performance to SGC's satisfaction, SGC may elect to terminate the entire Grant Agreement or any part thereof. Grantee may be liable for immediate repayment to SGC of all amounts disbursed by SGC under this Grant Agreement for the individual Project, the entire TCC Project, or a task within an individual Project as applicable and only if non-performing. SGC may, at its sole discretion, examine the extent of Grantee compliance for work partially completed and determine costs eligible for reimbursement. This paragraph will not be deemed to limit any other remedies available to SGC for breach of this Grant Agreement.

v. Upon termination by SGC, Grantee must deliver all invoices, reports, and other deliverables required by this Grant Agreement up to the time of termination. Grantee must deliver all materials within sixty (60) calendar days of the termination date.

28. Disputes

SGC has sole discretion to determine if an invoice, report, deliverable, or other supporting documentation is sufficient and complete, per the Grant Agreement, TCC Guidelines, and/or

Docusign Envelope ID: 4298EA94-A57D-481A-9F61-61213A19AF6E

any other statutory requirement. All dispute, resolution, and appeal statements must be signed by the appropriate Authorized Signatory or Designee.

i. SGC will notify Grantee in writing if any materials are determined to be insufficient or incomplete within fifteen (15) working days of receiving the materials.

   a. Grantee must respond in writing within fifteen (15) working days with either a) materials requested by the SGC, or b) a written statement disputing SGC's findings.

ii. Grantee has fifteen (15) working days to submit a written dispute statement to the TCC Grant Manager. The dispute statement must contain a concise description of the dispute, along with any supporting documentation.

   a. Grantee and relevant parties must attempt to negotiate a resolution to the dispute.

   b. SGC will present a dispute resolution within fifteen (15) working days of receiving Grantee's dispute statement.

iii. Grantee has fifteen (15) working days to appeal a dispute resolution. Grantee must submit a written appeal statement to SGC. The appeal statement must contain a concise description of the appeal, along with any supporting documentation.

   a. Grantee and relevant parties must attempt to negotiate a resolution to the appealed dispute.

   b. SGC will respond to the appeal statement within fifteen (15) working days of receiving Grantee's appeal statement.

iv. If Grantee wants to further appeal a dispute resolution after undergoing both the dispute and appeal process, Grantee must submit a further appeal statement to the Government Claims Program at the Department of General Services, the final administrative forum for resolution of the dispute.

v. During a dispute, Grantee must observe any Stop Work Orders put into effect until the dispute is resolved.

29. Stop Work Order

SGC has the right to issue a Stop Work Order for an individual Project, or the entire TCC Project and suspend payments to Grantee. SGC reserves the right to issue a Stop Work Order if there is a determination of non-performance that put components of the TCC Project at risk of not being completed.

i. Immediately upon receiving a Stop Work Order written notice, Grantee must cease all work under the individual project or TCC Project. The Stop Work Order will be in effect until resolution is reached or until the project is terminated.

   a. SGC may require corrective actions from Grantee.

   b. The individual project or TCC Project may be terminated by means of an amendment.

Docusign Envelope ID: 4298EA94-A57D-481A-9F61-61213A19AF6E

ii. Any costs incurred after the issuance of a Stop Work Order will not be reimbursed. Costs and expenses for these actions will be borne by Grantee. Work may resume only upon written SGC notification that the Stop Work Order has ended.

If Grantee issues a Stop Work Order to a Partner, or if Grantee and/or Partners issue a Stop Work Order to any Subcontractors, they must notify SGC within ten (10) working days of issuing the order.

30. Health Impacts

If SGC has a reasonable concern about the public health impact of a Project Component, SGC may require Grantee to further study and mitigate the impact as directed by SGC. Section 12 of this Agreement, Payment Provisions, notwithstanding, Grantee may request any required study and mitigation to be considered an eligible cost for reimbursement based on the fiscal inability of the entity required to perform the directed work.

31. Termination for Convenience

Both SGC and Grantee have the right to terminate this Grant Agreement prior to the end of the grant term upon thirty (30) calendar days of written notice. The written notice must specify the reason for early termination and may permit SGC or Grantee to rectify any deficiency(ies) prior to the termination date.

i. Conditions of early termination:

   a. Upon any termination, Grantee must deliver all invoices, reports, and other deliverables required by this Grant Agreement up to the time of termination. Grantee must deliver all materials within sixty (60) calendar days of the termination date.

   b. Upon receipt of notice from SGC of Termination for Convenience, Grantee shall immediately take action to ensure neither it nor any Partner or Subcontractor incur any additional obligations, costs or expenses, except as may be reasonably necessary to terminate its activities.

   c. SGC will examine the extent of Grantee compliance for work partially completed and reasonably determine costs eligible for reimbursement based on final invoices submitted and compliance with this Grant Agreement.

ii. The rights and remedies of the SGC and Grantee provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant Agreement.

32. Governing Law and Venue

This Grant Agreement will be governed by the laws of the State of California without regard to conflicts of law principles. Venue will be in Sacramento County, California.

33. Grantee Independence/Not an Agent of the State

Grantee, and its employees, agents, Subcontractors, and Partners, in their performance of this Grant Agreement, must act in an independent capacity and not as officers or employees or agents of the State.

Docusign Envelope ID: 4298EA94-A57D-481A-9F61-61213A19AF6E

34. Indemnification

Grantee agrees to indemnify, defend (with counsel reasonably approved by the State) and hold harmless the State, its employees, officers or agents from and against any and all third-party claims, injury, damages, liability, loss or attorneys' fees arising out of or in connection with the subject matter, terms or performance of this Grant Agreement, and from any suit, proceeding or challenge against the State and its employees, officers or agents by a third party alleging that by virtue of the terms of this Grant Agreement, the State and its employees, officers or agents have done any wrongful act or breached any representation, whether based on a claim in contract, tort or otherwise, excepting gross negligence and intentional misconduct.

35. Waiver

Grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the State, officers, agents or employees, for any liability arising from, growing out of, or in any way connected with this Grant Agreement. Grantee waives all claims and recourses against the State, including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Grant Agreement, except claims arising from the gross negligence and intentional misconduct of the State, its officers, agents, and employees. None of the provisions of this Grant Agreement will be deemed waived unless expressly waived in writing. No waiver or any breach of the Grant Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of SGC to enforce at any time the provisions of this Grant Agreement or to require at any time performance by Grantee of these provisions shall in no way be construed to be a waiver of such provisions nor affect the validity of this Grant Agreement or the right of SGC to enforce these provisions.

36. No Third-Party Beneficiaries

This Grant Agreement is not intended for the benefit of any person or entity other than the Parties, and no one other than the Parties themselves may enforce any of the rights or obligations created by this Grant Agreement.

37. Force Majeure

Neither the State nor Grantee will be responsible hereunder for any delay, default, or nonperformance of this Grant Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, or other contingencies unforeseen by the State or Grantee, its Partners, Subcontractors, or vendors, and beyond the reasonable control of such party.

38. Expatriate Corporations

Grantee 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.

Docusign Envelope ID: 4298EA94-A57D-481A-9F61-61213A19AF6E

39. Corporation Qualified to do Business in California

When work under this Grant Agreement is to be performed in California by a corporation, the corporation must be in good standing and currently qualified to do business in the state. "Doing business" is defined in Revenue and Taxation Code Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit.

40. Certificate of Compliance with Russia Sanctions

Per Executive Order N-6-22, all contractors and grantees that have agreements valued at $5 million or more with agencies or departments subject to the California Governor's authority are directed to report their compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as sanctions imposed under state law, if any. Grantees subject to the certification requirement should carefully review the Executive Order and the economic sanctions imposed in response to Russia's actions in Ukraine, including, but not limited to, the federal executive orders identified in Executive Order N-6-22, sanctions identified by the U.S. Department of the Treasury, and sanctions imposed under state law, if any. A certification of compliance, included as Attachment C-6, must be returned to SGC prior to any disbursement of grant funds.

Additionally, should SGC at any time determine Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. SGC shall provide Grantee advance written notice of such termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the SGC."

41. Self-Dealing and Arm's Length Transactions

All expenditures for which reimbursement pursuant to this Grant Agreement is sought must be the result of arm's-length transactions and not the result of, or motivated by, self-dealing on the part of Grantee or any employee or agent of Grantee.

42. Relocation

If a project is subject to State Relocation Law and a relocation plan is required by State Relocation Law (Gov. Code, § 7260 et seq.) and Section 6038 of the Relocation Assistance and Real Property Guidelines (25 Cal. Code of Regulations, div. 1, ch. 6, § 6000 et seq.) for the Project Area, Grantee must provide a copy of the relocation plan.

43. Americans with Disabilities Act

Grantee certifies that itself, its Partners, and Subcontractors comply 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 pursuant to the ADA (42 U.S.C. 12101 et seq.).

44. Non-discrimination Clause

During the performance of this Grant Agreement, Grantee, Partners, and Subcontractors will not unlawfully discriminate, harass, or allow harassment against any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability,

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medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor will they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

Grantee, Partners, and Subcontractors must ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee, Partners, and Subcontractors must comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12990 et seq.) and the applicable regulations promulgated there under (Cal. Code Regs., title 2, § 11005 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 Grant Agreement by reference and made a part hereof as if set forth in full. Grantee must ensure that itself, Partners, and Subcontractors give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other grant agreement.

Grantee must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform services under this Grant Agreement.

45. Drug-Free Workplace Certification

Grantee certifies that it will provide a drug-free workplace to employees of Grantee, Partners, and Subcontractors by taking the following actions:

i. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the organization’s workplace and specifying the actions that will be taken against employees for violations of the prohibition.

ii. Establish a drug-free awareness program to inform employees about:

   a. The dangers of drug abuse in the workplace;

   b. The organization's policy of maintaining a drug-free workplace;

   c. Any available counseling, rehabilitation, and employee assistance programs; and,

   d. Penalties that may be imposed upon employees for drug abuse violations.

iii. Every employee who works on the Grant Agreement must:

   a. Receive a copy of the company's drug-free workplace policy statement; and,

   b. Agree to abide by the terms of the company's statement as a condition of employment on the Grant Agreement.

46. Child Support Compliance Act

Grantee recognizes the importance of child and family support obligations and must fully comply with all applicable state and federal laws relating to child and family support

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enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code Section 5200 et seq.; and

Grantee, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

47. Environmental Justice

In the performance of this Grant Agreement, Grantee must conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of California, consistent with Government Code section 65040.12, subdivision (e).

48. Union Organizing

By signing this Grant Agreement, Grantee hereby acknowledges the applicability of Government Code Sections 16645, 16645.2, 16645.8, 16646, 16647, and 16648 to this Grant Agreement and hereby certifies that:

i. No grant funds disbursed by this Grant Agreement will be used to assist, promote, or deter union organizing by employees performing work under this Grant Agreement.

ii. If Grantee makes expenditures to assist, promote, or deter union organizing, Grantee must maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee must provide those records to the Attorney General upon request.

49. Prevailing Wages and Labor Compliance

Grantee certifies that it will comply with all prevailing wage requirements under California law, pursuant to Section 1720 et seq. of the California Labor Code. The California Labor Code requires payment of locally prevailing wages to workers and laborers on state government contracts in excess of $1,000 for public works projects. A “public work” is the construction, alteration, demolition, installation, repair, or maintenance work done under contract and paid for in whole or in part out of public funds. The definition applies to private contracts when certain conditions exist. Grantee can identify additional stipulations and exceptions under Cal. Labor Code § 1720 et seq.

i. Grantee must ensure the following on “public work” activities under this Grant Agreement:

   a. Prevailing wages are paid;

   b. The project budget and invoices for labor reflects these prevailing wage requirements, or if exempt, provide the applicable exemption to SGC with the project budget; and

   c. The project complies with all other requirements of prevailing wage law including but not limited to keeping accurate payroll records and complying with all working hour requirements and apprenticeship obligations.

Docusign Envelope ID: 4298EA94-A57D-481A-9F61-61213A19AF6E

ii. Grantee must ensure that its Partners and Subcontractors, if any, also comply with prevailing wage requirements. Grantee must ensure that all agreements with its Partners and Subcontractors to perform work related to the TCC Project contain the above terms regarding payment of prevailing wages on public works projects.

iii. The Department of Industrial Relations (DIR) is the primary resource for consultation on the requirements of California prevailing wage law.

a. Grantee can identify the rates for prevailing wage on the DIR website at http://www.dir.ca.gov. Grantee may contact DIR for a list of covered trades and the applicable prevailing wage.

b. If Grantee is unsure whether the TCC Project or individual projects receiving this award is a "public work" as defined in the California Labor Code, it may wish to seek a timely determination from the DIR or an appropriate court.

c. If Grantee has questions about this contractual requirement, recordkeeping, apprenticeship or other significant requirements of California prevailing wage law, it is recommended Grantee consult DIR and/or a qualified labor attorney before accepting this grant award.

50. Publicity

Grantee agrees that it will acknowledge SGC in all publications, websites, signage, invitations, and other media-related and public-outreach products related to the TCC grant. SGC staff will provide SGC logo files and guidance on their usage directly to Grantee. Grantee agrees to adhere to the TCC Communications Kit provided by SGC (Attachment C-4). If Grantee is planning an event or announcement, needs sample materials, or needs assistance or advice regarding digital or print materials, press, social media, and/or general communications, please contact your TCC Grant Manager.

A. Long-Form Materials: Long-form written materials, such as reports, must include the following standard language about SGC and TCC:

The Transformative Climate Communities (TCC) Program funds community-led development and infrastructure projects that achieve major environmental, health and economic benefits in California's most disadvantaged communities. TCC empowers the communities most impacted by pollution to choose their own goals, strategies, and projects to enact transformational change – all with data-driven milestones and measurable outcomes. This program is administered by the California Strategic Growth Council (SGC) which coordinates the activities of State agencies and partners with stakeholders to promote sustainability, economic prosperity, and quality of life for all Californians. www.sgc.ca.gov.

B. Press Releases, Flyers, and Visual Materials: Any informational materials that do not qualify as long-form, but that include at least a paragraph of text, such as press releases, media advisories, short case studies, some flyers, etc., should include following language:

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> *"[Project Name] is **supported** by California Strategic Growth Council's Transformative Climate Communities program with funds from California's General Fund.*

Grantee may at times produce promotional materials that are primarily visual in nature, such as banners, signage, certain flyers, and sharable images for social media. In such cases, when including the above boilerplate language acknowledging SGC support is not practical, Grantee should instead include the official logo of SGC, preceded by the words "Funded by."

i. See TCC Communications Toolkit, Attachment C-4, for approved tags.

51. Right to Publish

i. Subject to any restrictions on the publication, disclosure, dissemination and use of data or information set forth in this Agreement or under any applicable law, Grantee shall have the right to publish, disclose, disseminate, and use, in whole and in part, any data and information received or developed under this Agreement.

ii. Grantee shall ensure that publications, presentations, and other public releases resulting from work performed under this Agreement are provided to the State for review at least thirty (30) calendar days prior to publication and will identify the proposed recipient(s). During the first twenty (20) calendar days of such review period, the State may provide notice to the Grantee that it intends to rebut some or all aspects of the presentation, publication, or other media release. The State will then have thirty (30) calendar days from the date of notice to prepare and submit such rebuttal to the recipient(s) identified by the Grantee. Within the review period, the State may provide feedback to the Grantee; the Grantee will give good faith consideration to such feedback but has no obligation to make any changes in said material, other than the removal of any material whose disclosure is prohibited or restricted by this Agreement or by any applicable law. Any of the above referenced time periods maybe modified upon agreement of both Parties. Neither Party may unreasonably deny such requests. Terms & Conditions Required for State-Funded Research Grants

The Parties shall comply with the California Taxpayer Access to Publicly Funded Research Act (Government Code section 13989 et seq.), including but not limited to:

a. Grantee is responsible for ensuring that any publishing or copyright agreements concerning submittal of peer-reviewed manuscripts based on work performed under this Agreement fully comply with Government Code section 13989 *et seq*.

b. For a peer-reviewed manuscript accepted for publication, Grantee shall ensure that the peer-reviewed manuscript be available no later than 12 months after the official date of publication on a publicly accessible repository approved by the State, including but not limited to:

(i) CSU ScholarWorks at the Systemwide Digital Library (http://www.calstate.edu/library), or

(ii) UC California Digital Library (https://www.cdlib.org/), or

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(iii) PubMed Central (https://www.ncbi.nlm.nih.gov/pmc/).

c. Grantee shall instruct the Principal Investigator to report to the State the final disposition of the peer-reviewed manuscript, including but not limited to:

(i) whether it was published,

(ii) where it was published,

(iii) when it was published,

(iv) when the 12-month period after publication expires; and

(v) where the manuscript will be available for open access.

d. The State shall retain information regarding all issued research grants that resulted in published works.

52. Copyrights

i. All rights in copyrightable works first created by Grantee in the performance of the Budget and Schedule of Deliverables, in B, under this Agreement are the property of Grantee. Grantee shall grant the State a fully paid-up, royalty-free, nonexclusive, sublicensable, irrevocable license to use, reproduce, prepare derivative works, and distribute copies of the deliverables identified in Exhibit B, to fulfill the State's government purposes.

ii. Notwithstanding the above, if the purpose of the Budget and Schedule of Deliverables is specifically to create a copyrightable work for use by the State then all rights in such copyrightable work will be the property of the State, subject to a reserved right for Grantee to use the copyrightable work for educational and research purposes and to allow other educational and nonprofit institutions to do so for educational and research purposes.

iii. SGC may make written requests for delivery of works first created in the performance of the Budget and Schedule of Deliverables, but which were not identified as deliverables. To the extent Grantee is legally able to do so, Grantee shall grant a fully paid-up, royalty-free, nonexclusive, sublicensable, irrevocable license to use, reproduce, prepare derivative works, and distribute copies, to fulfill the State's government purposes.

53. Recycled Contents Products

Grantee must ensure each Lead Entity certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision must specify that the cartridges so comply (Pub. Contract Code § 12205).

54. Severability

If a court of competent jurisdiction holds any provision of this Grant Agreement to be unlawful, unenforceable, or invalid in whole or in part for any reason, such provisions will be

Docusign Envelope ID: 4298EA94-A57D-481A-9F61-61213A19AF6E

severed without affecting any other provision of this Grant Agreement. The validity and enforceability of the remaining provisions, or portions of those provisions, will not be affected.

55. Terms that Survive Grant Agreement

The following Sections survive the termination or expiration of the Grant Agreement: 4, 15, 19, 20, 21, 22, 23, 24, 26, 28, 35, 36, 37, 52, 54, and 55.

Docusign Envelope ID: 4298EA94-A57D-481A-9F61-61213A19AF6E

EXHIBIT B – BUDGET AND SCHEDULE OF DELIVERABLES

Project Name: Rural Transit Oriented Development (RTOD) Phase I

A project development grant to support implementation of the Mariposa County Integrated Mobility and Housing Strategy (IMHS), which identifies the Missouri Gulch site as the county's highest priority for high-density housing, including for the Yosemite National Park workforce. Phase I, which is funded by TCC, includes collaborative community design to finalize site plan; permitting and approvals; and production of a construction bid set. Planning for the future adjacent transportation center will come in Phase II of the project.

Mariposa County, as the lead applicant, will provide oversight to the Steering Committee, coordinate community engagement, and administer the SGC TCC grant. After the grant period, Mariposa County is committed to arranging the construction funding package, completing final construction, and further implementing the recommendations of the IMHS and Mariposa Rural Transit Oriented Development Phase II. Yosemite Conservancy, as the landowner of the Missouri Gulch property, will co-lead the Steering Committee, assist with financing strategies and fund development, and ensure that key activities are in alignment with the Mariposa and Yosemite community workforce housing needs. Yosemite Conservancy and all partners will assist with community engagement on project designs. Partners will also jointly review the consultant Request for Proposals, select the consultant team, analyze community feedback, provide input on schematic designs, and assist with funding/grant opportunities (when appropriate). For a detailed description of the role of each partner, please see the Partnership Agreement.

Total Awarded Grant Funds

The total amount awarded for this grant will not exceed One Million Fifty-Five Thousand and Five Hundred Dollars ($1,055,500.00).

Summary Budget

High Level Activities	Budget Total
TASK 1: Refine Concept-Level Site Design and Building Program Initiated in the IMHS (30%)	$283,089.85
TASK 2: Environmental Permitting and Approvals	$270,566.88
TASK 3: Produce Construction Documents and Bid Set (100% Design)	$495,659.43
TASK 4: Grant Management	$6,183.84
Subtotal:	**$1,055,500.00**

Docusign Envelope ID: 4298EA94-A57D-481A-9F61-61213A19AF6E

High Level Activities	Deliverables	Timeline
TASK 1: Refine Concept-Level Site Design and Building Program Initiated in the IMHS (30%)		
A: Select consultant team for design and engineering services. Mariposa County will release an RFP for a consulting design team to lead the design and permitting activities. Each project co-applicant/partner organization will assist with the evaluation and selection of a preferred consultant.	Proof of final awarded contract	Month 1-3
B: Site surveys and analysis. The selected Consultant will be primarily responsible for the site survey and base map development with support from Mariposa County and the Yosemite Conservancy (property owner), as needed.	Completed site survey and high-resolution aerial imagery	Month 3-5
C: Countywide Engagement. The County will collaborate with all project partners and the Consultant to develop and promote a county-wide stakeholder engagement effort to shape form, scale, and create 2-4 distinct design alternatives for housing and accompanying neighborhood features at the Missouri Gulch site. The project team will host a minimum of 4 collaborative stakeholder meetings and a minimum of 3 public meetings to review conceptual designs and receive community input. The Consultant will be responsible for producing engagement materials such as illustrative graphics, idea boards, and similar workshop materials, and synthesizing the outcomes of the engagement program.	A) Summary of Engagement/Outreach efforts (methods, materials, dates/locations) B) Meeting Summaries, including but not limited to date/time/location, number of attendees, summary of outcomes, meeting materials (e.g., illustrative drawings, building programming matrices)	Month 1 - 8

Docusign Envelope ID: 4298EA94-A57D-481A-9F61-61213A19AF6E

D: Schematic Design Package. The Consultant will produce a summary of community-informed design decisions from this phase of project development, including a draft schematic design package, distributing it to project partners, responding to comments, and completing the final package. The County will oversee this process.	Digital booklet to communicate design intent and building program informed by countywide engagement; preliminary sheet set for construction documents.	Month 4 - 8
TASK 2: Environmental Permitting and Approvals		
A: CEQA. Mariposa County will serve as lead applicant, with the consultant team responsible for producing the CEQA analysis (expected to be IS/MND), specialist reports, and determination.	Final CEQA determination	Month 7 - 15
B: Local approvals. Mariposa County will support the consultant team in preparing submittals and managing required public noticing to secure required local approvals. Anticipated applications are for rezoning, encroachment permits, and utility connections.	Secured approvals from Planning Commission, Planning Department, and Public Works Departments, and Board of Supervisors	
TASK 3: Produce Construction Documents and Bid Set (100% Design)		

Docusign Envelope ID: 4298EA94-A57D-481A-9F61-61213A19AF6E

A: Targeted Stakeholder and Countywide Engagement. The project partnership, assisted by the consultant team, will facilitate targeted engagement to inform finishes, materiality, and product selections for final construction documents. All members of the project partnership will be responsible for developing and promoting the targeted engagement effort; the consultant team will be responsible for producing engagement materials such as illustrative graphics, idea boards, and similar workshop materials, and synthesizing the outcomes of the engagement program. During this second phase of community engagement, the project team will host a minimum of 3 collaborative stakeholder meetings and a minimum of 2 public meetings to share the synthesized outcomes of engagement.	A) Summary of Engagement/Outreach (methods, materials, dates/locations) B) Meeting Summaries, including but not limited to: date/time/location, number of attendees, summary of outcomes, meeting materials (e.g., illustrative drawings, building programming matrices)	Month 13 - 15
B: Design Development and Construction Documentation. Mariposa County will support the consultant team in completing the bid set and ensuring that materials comply with local requirements and policies for bidding and procurement.	100% construction documents, including plans, specifications,	Month 14 - 20
C: Bid Set. Mariposa County will support the consultant team in completing the bid set and ensuring that materials comply with local requirements and policies for bidding and procurement.	Final Bid Set	Month 21 - 23
D: Estimate of Probable Construction Costs. Mariposa County will support the consultant team in producing a 100% cost estimate to support the bid evaluation process once funding for construction is secured.	Engineer's estimate of probable costs	Month 23 - 24
E: Research Funding/Grant Opportunities. The project team will work together to identify and target funding opportunities. Mariposa County will lead	List of targeted/prioritized funding opportunities	Month 18 - 24

Docusign Envelope ID: 4298EA94-A57D-481A-9F61-61213A19AF6E

the subsequent grant application processes.		
TASK 4: Grant Management		
A: Administrative Grant Tasks. Administrative tasks will include quarterly invoicing, reporting, and meetings with TCC Staff.	Timely submission of progress reports and invoices	Grant Execution - End of Grant Term

Docusign Envelope ID: 4298EA94-A57D-481A-9F61-61213A19AF6E

EXHIBIT C – Attachments

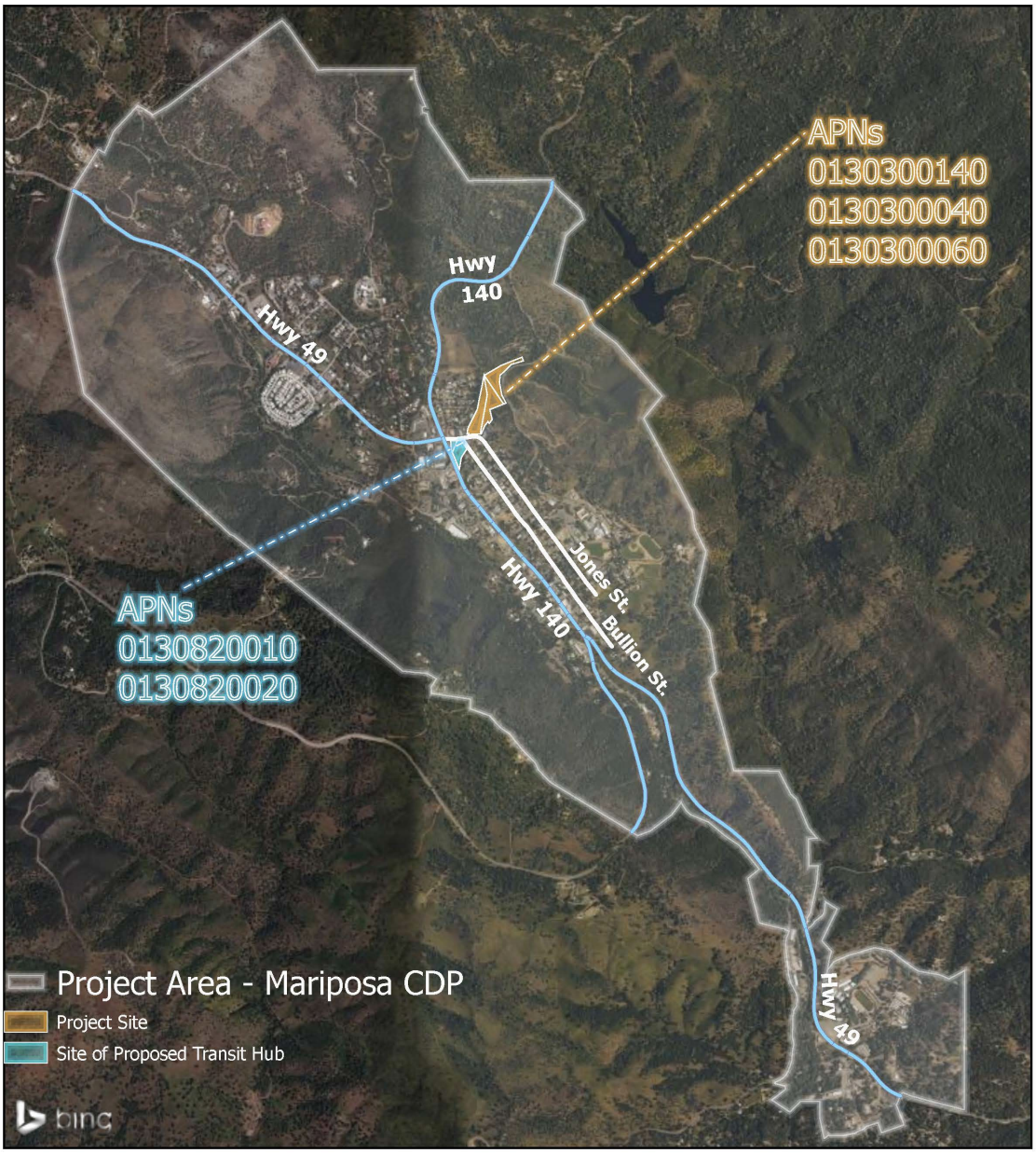
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PROJECT DEVELOPMENT GRANT AGREEMENT
Round 5 FY 2022-2023

Strategic Growth Council – Transformative Climate Communities Program Project Development Grant – Round 5

Grant Number: SGC23128, MARIPOSA COUNTY

Attachment C-1: TCC Project Area Map



0 0.25 0.5 Miles

MARIPOSA

Important Notes : Entire project area is unincorporated. Entire Mariposa CDP is a disadvantaged unincorporated community. AB-1550 Designated DCA - NO. CES 4.0 Percentile = 56.48

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Attachment C-2: Invoicing and Reporting Templates

[TO BE PRINTED ON GRANTEE LETTERHEAD]

TRANSFORMATIVE CLIMATE COMMUNITIES
PROJECT DEVELOPMENT GRANT INVOICE

	Invoice Number:	
Grantee Name:	Grant Number:	
Project Name:		
Invoice Quarter:	[START DATE]	[END DATE]

Invoice Summary:

Task	Grant Funds Spent
Task 1:	$-
Task 2:	$-
Task 3:	$-
Task 4:	$-
SUBTOTAL for this Quarter	$-
Less 5% Retention	$-
Current Invoice Total	$-
Advance Pay Deduction	$-
Total Reimbursement Requested	$-
Total Budget	$-
Total Invoiced to Date	$-
Amount Remaining	$-

Advance Pay Summary	
Advance Received	
Advance Balance	
Current Invoice Total	
Amount Paid Via Invoice	
Remaining Advance Balance	
Interest Earned	

PROJECT DEVELOPMENT GRANT AGREEMENT
Round 5 FY 2022-2023

Strategic Growth Council – Transformative Climate Communities Program Project Development Grant – Round 5

Grant Number: SGC23128, MARIPOSA COUNTY

Invoice Detail:

Task	Cost Description	Amount	Supporting Documentation/Page #
1			
	Subtotal	$-	
2			
	Subtotal	$-	
3			
	Subtotal	$-	
4			
	Subtotal	$-	
Travel			
	Subtotal	$-	
Equipment			
	Subtotal	$-	
Indirect			
	Subtotal	$-	
	SUBTOTAL FOR THIS QUARTER	**$-**	

Docusign Envelope ID: 4298EA94-A57D-481A-9F61-61213A19AF6E

PROJECT DEVELOPMENT GRANT AGREEMENT
Round 5 FY 2022-2023

Strategic Growth Council – Transformative Climate Communities Program Project Development Grant – Round 5

Grant Number: SGC23128, MARIPOSA COUNTY

Progress Report: [TO BE PRINTED ON GRANTEE LETTERHEAD]

Grantee Name:		Grant Number:	
Project Name:			
Invoice Number:	Invoice Period:	(Start Date)	(End Date)

Work Plan Task #	Description of Work Performed
Task [#]	*Please describe the work completed during this invoice period and refer to specific deliverables in the Budget and Work Plan using **bold** text to denote the deliverable submitted. Please also note any key events or milestones in the upcoming period.*

CERTIFICATION: By my signature below, I certify that I have full authority to execute this progress report on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this progress report, and any accompanying supporting documents, for the above-mentioned Program are true and correct to the best of my knowledge for the purposes and conditions as outlined in the Grant Agreement.

Print Name:	Print Title:
Signature:	Date:

Docusign Envelope ID: 4298EA94-A57D-481A-9F61-61213A19AF6E

FINAL REPORT

Transformative Climate Communities Program Project Development Final Report	**Round 5**
Grantee:	Grant Number:
Project Name:	

Project Summary

1. Provide a brief summary of the challenges facing the Project Area and the work completed under this grant.

Barriers and Accomplishments

2. Describe and explain any differences between the planned results, as listed in the Work Plan, and the actual results. Describe any barriers that impeded the progress of the grant, any corrective actions taken, and the outcomes. Discuss how these lessons learned can be useful for other communities.
3. Describe any notable outcomes, findings or conclusions. Report on successful strategies used to achieve results and how these lessons learned can be useful to other communities.
4. Include a list of other sources of funding that were secured, directly or indirectly, through this Project.

Future Implementation

5. Describe how plans or processes developed under this grant will be implemented over the next three to five years. Explain:
    a. How they will further your organization's sustainability goals and strategies.
    b. How they will advance the State's planning priorities and TCC Program objectives.
    c. How the work completed under this grant will assist in applying for future funding that aligns with the TCC Program's objectives. Address how the Grantee plans to meet requirements related to leverage funding, displacement avoidance, community engagement, GHG emission reductions tracking and monitoring, or climate resiliency.

Feedback

6. Based on your experiences with this grant program, please provide feedback about how TCC staff can improve future grant programs.

Attachments

Docusign Envelope ID: 4298EA94-A57D-481A-9F61-61213A19AF6E

7. Attach any relevant documents to this report, including final deliverables. If the documents cannot be sent electronically, notify the TCC Grant Manager.

CERTIFICATION: I certify that this Final Report is accurate and that this project complies with the Agreement. I further certify that any expenditure discussed in this report is allowed under the Agreement and that all funds were expended for the purposes of this Project.

Name: **Title:**

(Type or Print Name)

Signature: **Date:**

Docusign Envelope ID: 4298EA94-A57D-481A-9F61-61213A19AF6E

PROJECT DEVELOPMENT GRANT AGREEMENT
Round 5 FY 2022-2023

Strategic Growth Council – Transformative Climate Communities Program Project Development Grant – Round 5

Grant Number: SGC23128, MARIPOSA COUNTY

Attachment C-3: Authorized Signatory Template

Authorized Signatory Form

I hereby verify that I am an authorized Grantee representative and signatory and, as such, can sign and/or delegate authorization to sign and bind Grantee as it relates to the above-referenced Grant Agreement and grant related documents.

Grantee Authorized Signatory:

Name: Miles S Menetrey **Title:** Mariposa County Board Chair

(Type or Print Name)

Signature: DocuSigned by: Miles S Menetrey B43EC70C19BE446... **Date:** 8/21/2024

Delegated Authorized Signatories:

1. **Name:** **Title:**
   (Type or Print Name)
   Signature: **Date:**
   Document(s) Authorized to sign: (circle all that apply)
   All Grant Related Documents ***OR***
   Grant Agreement Grant Amendments Budget Amendments Reports Invoices Other _____

2. **Name:** **Title:**
   (Type or Print Name)
   Signature: **Date:**
   Document(s) Authorized to sign: (circle all that apply)
   All Grant Related Documents ***OR***
   Grant Agreement Grant Amendments Budget Amendments Reports Invoices Other _____

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Attachment C-4: TCC Communications Kit

Docusign Envelope ID: 4298EA94-A57D-481A-9F61-61213A19AF6E



Transformative Climate Communities (TCC) Grantee Publicity Guidelines

California Strategic Growth Council

Welcome to the TCC Grant Program!

Dear Transformative Climate Communities Grantee,

Congratulations, and welcome to the California Strategic Growth Council (SGC) Awardee Community, and on your Grant award! All of your hard work has paid off! We look forward to working closely with you to achieve major environmental, health, and climate benefits your project promises.

Your work is important and deserves to be celebrated – both in your community and as a model for others. To help you spread the word, our Communications and External Affairs team has prepared this Grantee Publicity Guidelines document. As you plan communications, outreach, and events related to your award, please utilize this resource.

If you are planning an event or announcement and need advice, assistance, or sample materials, please don't hesitate to contact your Grant Manager and/or email us at TCC@sgc.ca.gov.

Thank you for your inspiring work to implement transformative, collaborative, community-driven, place-based projects: your work will help transform communities for generations to come. We look forward to partnering with you!

Publicity Guidelines

Please acknowledge the California Strategic Growth Council and the California Department of Conservation (DOC) in all publications, websites, signage, invitations, and all media-related and public outreach products related to the Grant. Below are templates of boilerplate language used to describe what the programs are.

For Long-Form Materials

Long-form materials are written content that is more than 1,000 words in length. For these types of documents use the following language:

> *The California Strategic Growth Council's (SGC) Transformative Climate Communities Program (TCC), administered in partnership with the California Department of Conservation, funds community-led development and infrastructure projects that achieve major environmental, health, and economic benefits in California's most disadvantaged communities. For more information, visit* https://sgc.ca.gov/grant-programs/tcc/.

For Short-Form Materials

Short-form materials are written content that is less than 1,000 words in length. For these types of documents, such as press releases, media advisories,

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social media posts, short case studies, flyers, etc., use the following language:

> *"[Project Name] is supported by the California Strategic Growth Council's Transformative Climate Communities Program in partnership with the California Department of Conservation."*

Visuals

Grantees may at times produce promotional materials that are primarily visual in nature, such as banners, signage, posters, certain flyers, and sharable images for social media. In such cases, we encourage grantees to include the official SGC and DOC logos. You can find the official logos in your Communications Resource Folder on SharePoint.

When using our logos, focus on creating the most color contrast between the logo and background to contribute to inclusive communications. For example, use the color version only when the logo appears on a light background; on backgrounds of a darker color, use the white version of the logo.

Signage

Grantees are encouraged to post signs on project construction sites stating that the Strategic Growth Council is providing financing through the Transformative Climate Communities Program in an appropriate location(s), typeface and size (consult your grant manager for best practices). Below is a sample of suggested language:

> *[PROJECT NAME]*
> *"This Project has been made possible by financing from the Transformative Climate Communities Program through the California Strategic Growth Council."*

Please also include our logos. Refer to the Visuals section above for logo guidelines.

Press Releases/Conferences

Grantees are encouraged to distribute press releases for major milestones throughout the lifecycle of the grant. If you would like a quote from leadership for a press release, please submit the press release to your Grant Manager at least two weeks before the release will be published.

Please alert us to any press conferences related to the grant by emailing your Grant Manager ideally as soon as possible, or at least two to four weeks before the press conference. This allows our staff to try and attend, if approved by management.

Photos

We ask that grantees share between 8-12 high-resolution, color photos with their Grant Manager during the lifecycle of their grant. These photos can include pictures of people involved with the project, the project area, and/or activities conducted during the grant term. Sending photos allows us to share photos of your project's progress across our communications platforms. We will attribute the photos to your organization and community. Please submit photos through your SharePoint submission folder.

Social Media

We encourage grantees to use social media to share the process of creating and developing their proposal, as well as stages of the project's implementation. We love seeing grantees' progress from vision to reality. Please tag @CalSGC and @CalConservation in all Tweets related to the grant; tag @California-Strategic-Growth-Council and California-Department-of-Conservation in all LinkedIn posts related to the grant; and on Facebook and other platforms, please mention the California Strategic Growth Council and California Department of Conservation in content related to the grant. (Reference guidelines For Short-Form Materials above for sample language).

Docusign Envelope ID: 4298EA94-A57D-481A-9F61-61213A19AF6E

Our Digital Platforms

SGC

Twitter: @CalSGC

LinkedIn: California Strategic Growth Council

Website: sgc.ca.gov

DOC

Twitter: @CalConservation

LinkedIn: California Department of Conservation

conservation.ca.gov

Stay in Touch!

Our team is here to help! We love to work with awardees to brainstorm communication strategies and outreach plans. By staying in contact with our team, we can help make any event you plan a success! We can make leadership available for media interviews, coach you on how to pitch to media, help you identify reporters, and help secure participation by State officials. Contact your Grant Manager any time you want to collaborate on any type of communication and outreach.

Docusign Envelope ID: 4298EA94-A57D-481A-9F61-61213A19AF6E

Attachment C-5: TCC Partnership Agreement

PROJECT DEVELOPMENT GRANT AGREEMENT
Round 5 FY 2022-2023

Strategic Growth Council – Transformative Climate Communities Program Project Development Grant – Round 5

Grant Number: SGC23128, MARIPOSA COUNTY

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Resolution 23-420

Mariposa County Rural Transit Oriented Development: Phase 1 (MC-RTOD P1)

Collaborative Stakeholder Structure

PROJECT DEVELOPMENT GRANT AGREEMENT
Round 5 FY 2022-2023

Strategic Growth Council – Transformative Climate Communities Program Project Development Grant – Round 5

Grant Number: SGC23128, MARIPOSA COUNTY

Docusign Envelope ID: 01314D41-AEA5-492B-B9E4-8805DD21A79E

Mariposa County, Rural Transit Oriented Development, Phase 1: Missouri Gulch Resilient Neighborhood Design Initiative

Collaborative Stakeholder Structure, Roles, Responsibilities, and Partnership Agreement

Table of Contents

1. Statement of Purpose
2. Roles and Responsibilities – Lead Applicant/Grantee, Partners, Co-Applicants, & Resident Members
3. Governance and Collaborative Structure
4. Legal and Financial Considerations
5. Decision-making Processes
6. Non-discrimination Clause
7. Meeting Facilitation and Scheduling
8. Process for Community-Based Decisions

Appendix I Signature Pages

1. Statement of Purpose

This proposal implements Mariposa County's Integrated Mobility & Housing Strategy (IMHS), adopted by the Board of Supervisors in January 2023. The IMHS envisions transit-oriented development in a rural context, with housing and transportation that connects Mariposa with its major workforce center, Yosemite National Park. The plan details new models for workforce housing that increase affordability and supply of housing, while offering a mode shift away from single car commuting to shuttle service and group transportation.

The IMHS analyzed over 40 sites in Mariposa County, and identified a 9-acre partner-owned parcel in the Mariposa Town planning area known as Missouri Gulch as a priority site for implementation, "Throughout the development of this project, this site has risen to the top because of its prime location within the town of Mariposa, the development potential with excellent access to infrastructure and services, including transportation, and the key partners involved…" The IMHS envisions green infrastructure for stormwater management, designated van pool parking, a community building, park land, and 32-48 housing units for Missouri Gulch. These recommendations align with the General Plan Housing Element and with multiple priorities expressed in the community engagement. They increase housing density in an area served by shared mobility options; they offer the space for a community building to encourage community connection; and they build opportunities for access to the outdoors, while prioritizing access to essential community services.

Mariposa wishes to further the work of the IMHS through a Transformative Climate Community grant from the California Strategic Growth Council. The County is applying for Project Development funding to conduct design, engineering, and environmental work for a new housing development/neighborhood on the Missouri Gulch site.

2. **Roles and Responsibilities – Lead Applicant/Grantee, Partners and Co-Applicant Team Members**. Mariposa County will serve as Lead Applicant, Grantee, and Fiscal Sponsor to the RTOD Phase I Project. Co-Applicants and Partners include Mariposa

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Docusign Envelope ID: 01314D41-AEA5-492B-B9E4-8805DD21A79E

County Veteran Services, The Southern Sierra Miwuk Nation, Mariposa County Unified School District, Yosemite Conservancy, the National Park Service (Yosemite National Park), Sierra Foothill Conservancy, and the Alliance for Community Transformation. Two resident or community-nominated members will also be included in the stakeholder structure.

Mariposa County – Grantee and Lead Applicant
Lead applicant; Oversight of the Steering Committee and Co-applicants and grant administration will be housed at the Mariposa County Planning and Administration Departments. A County Planning or Administrative staff member or designee will serve as a steering Committee Co-Chair for the duration of the grant performance period.

Yosemite Conservancy – Partner and Co-Applicant and Strategic Advisor
Provide input and strategy to ensure projects and key activities are in alignment with the Mariposa and Yosemite community workforce housing needs, Park Service housing priorities, and federal legislative initiatives. Additional responsibilities include finance strategies, funding development, and ongoing coordination with the Missouri Gulch TCC Steering Committee.

Yosemite National Park, National Park Service - Partner and Co-Applicant
Provide input to Yosemite's housing needs, National Park Service (NPS) housing objectives, current housing projects, and NPS's unique housing requirements and design guidelines.

Southern Sierra Miwuk Nation AKA The American Indian Council of Mariposa County – Partner and Co- Applicant
Give critical input to Steering Committee as long-time stewards and custodians of the region. Incorporate indigenous perspectives to the design, landscaping, and programming of the neighborhood. Participate in meetings and review designs as needed. Assist with community engagement on project designs.

Mariposa County Veterans Services - Partner and Co-Applicant
Contribute valuable input related to veterans' housing needs, veteran funding opportunities, and specific veteran demographics in Mariposa County. Attend steering committee meetings. Liaison with the local Veterans of Foreign Wars post. Assist with community engagement on project designs.

Mariposa County Unified School District - Partner and Co-Applicant
Provide input on School District housing needs from a staffing perspective as well as from the perspective of enrolled students. Participate in steering committee meetings and collaborate on potential community development funding initiatives. Assist with community engagement on project designs.

Sierra Foothill Conservancy - Partner and Co-Applicant
Participate in Steering Committee meetings and collaborate on potential community development funding initiatives. Provide expertise in land conservation, perpetuity land use agreements, and environmental restoration. Assist with community engagement on project designs.

The Alliance for Community Transformations - Parter and Co-Applicant
Participate in Steering Committee meetings and collaborate on potential community

Docusign Envelope ID: 01314D41-AEA5-492B-B9E4-8805DD21A79E

development funding initiatives. Provide perspectives as a local public service provider interacting with our community's most vulnerable populations and specializing in homeless services as well as emergency and crisis housing. Assist with community engagement on project designs.

Residents & Community-Nominated Members (2)
Participate in Steering Committee meetings and represent the Mariposa community's housing needs, especially disinvested community needs, in RTOD Phase I. Assist with community engagement efforts. Help with the publicizing of the project and community engagement events.

One of the primary responsibilities of the Steering Committee will be reviewing and analyzing community feedback related to this project. The consultant team and County staff will present feedback, including from survey data and public meetings, at stakeholder committee meetings. The Steering Committee will then use this data to inform decision-making about the design process for RTOD Phase I. At the conclusion of each community engagement phase, the project team will publish a fact sheet, detailing how feedback was incorporated into design. There will be a standing "Community Feedback" agenda item at each steering committee meeting. As part of the engagement process, the Partners will also publicize that comments, suggestions, or concerns can be submitted anytime during the grant term via the County's website or mailed/delivered to Mariposa County's Planning Department. Any comments received will be shared along with the agenda at the next scheduled steering committee meeting.

3. Governance of the Mariposa County, Mariposa County Rural Transit Oriented Development, Phase 1.

The Missouri Gulch team consists of a Transformative Climate Communities (TCC) Steering Committee, comprised of Co-Applicants and residents, and is led by Co-Chairs. A description of the roles for the TCC Steering Committee, including Co-Chairs, Co-Applicants, and residents is below.

A. Missouri Gulch TCC Steering Committee:

The Steering Committee is composed of 10-12 members and includes two Co-Chairs (see a description of Co-chairs below) that will meet every month for the first six months of the grant period and quarterly after that initial period. Each Co-Applicant and partner will designate at least one representative to participate on the TCC Steering Committee and may also choose to designate an alternate. Additional representatives from each Co-applicant may attend meetings. If there is a conflict and the designated representative or their alternate is not able to attend the meeting, they must notify the TCC Steering Committee a minimum of one day in advance of the meeting and identify the individual who will represent them at the meeting. The process for selecting resident or community-nominated members is detailed below.

TCC Steering Committee members' primary responsibilities and activities include:

i. Participate in steering committee meetings, that occur once per month for the first six months and quarterly after this initial period.
ii. Review and incorporate public feedback into project design.
iii. Review grant deliverable progress.

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iv. Respond in a timely way to requests for information and document review sent out by contracted consultants, or the Co- Chairs; and
v. Support overall success of the Mariposa County Rural Transit Oriented Development, Phase I.

B. **Co-Chairs:** Two members of the TCC Steering Committee will serve as Co-Chairs, one from Mariposa County and one from another partner as decided at the committee's first meeting. If there is a conflict and a Co-Chair cannot participate in the scheduled meeting, they must notify the TCC Steering Committee a minimum of one day in advance of the meeting and identify the individual who will represent them at the meeting.

C. Primary responsibilities of the Co-Chairs include about 4-to 12-hours a month on general RTOD Phase I project coordination, including the following activities:
i. Plan and set meeting agenda;
ii. Co-lead meetings with the selected design and engineering contractor;
iii. Coordinate with Mariposa County on grant administration; and
iv. Work with team members to resolve issues or disputes that arise.

D. **Co-Applicants:** Each of the Co-Applicants will participate in the stakeholder process and work elements as described in the TCC grant application. Updates to work plans and issues related to timing will be coordinated by the selected contractor, Co-Chairs and project management team and will be discussed in the meetings. These updates will help ensure that all projects are on schedule and allow for early identification of any potential issues or project implementation delays. If there are issues related to performance for Co-Applicants or contracted consultants, an individual meeting with the Co-Chairs will be scheduled to address and problem-solve issues and develop a plan to resolve the concerns.

E. **Residents:** There will be two seats available on the Steering Committee for members of the public or community-based organizations that are not Co-Applicants and community-nominated. The procedure and criteria for selecting these individuals is outlined in Section 8A of this Partnership Agreement (Procedures to Add, Change, or Remove Partners). Special priority will be given to individuals who can represent the housing needs of underserved groups in the Mariposa community. The two resident members of the Steering Committee share the same responsibilities as Co-Applicants: participating in meetings, providing feedback on subcontractor designs, assisting with funding acquisition, and collaborating on public engagement.

4. Legal and Financial Considerations

A. **Legal Considerations:** Mariposa County is the lead applicant and, if the TCC grant is awarded, they will oversee all contracts and legal issues related to fiscal sponsorship. Additionally, any tribal data collected, or Traditional Ecological Knowledge (TEK) shared, as part of this grant project, will be kept confidential. By signing this partnership agreement, partners acknowledge that they understand and will uphold TEK and tribal data confidentiality.

B. **Financial Considerations:** Mariposa County is the lead applicant and, if the TCC grant is awarded, it will hold the fiduciary responsibility for the TCC grant.

PROJECT DEVELOPMENT GRANT AGREEMENT
Round 5 FY 2022-2023

Strategic Growth Council – Transformative Climate Communities Program Project Development Grant – Round 5

Grant Number: SGC23128, MARIPOSA COUNTY

Docusign Envelope ID: 01314D41-AEA5-492B-B9E4-8805DD21A79E

The County is responsible for disbursing grant funds to partners on a quarterly basis within 30 days of submission of full and complete disbursement requests by Co-applicants, subject to State review and approval.

Contractor Procurement Process

A. Mariposa County is the lead applicant and will oversee all procurement and contractor selection through the County's purchasing and competitive solicitation policies. The subcontractor procurement will follow County policy as described in resolutions available on the County's website, including Contractor & Subcontractor Use and Notice to Bidders.

B. Co-Applicants are responsible for participating in review and interviews of potential contractors.

5. Transparent Decision-Making Processes, Performance Issues, and Conflict Resolution

Important decisions, including changes to a project's scope, issues related to project delays or other project elements, will be discussed during the steering committee meetings. In the case of a time-sensitive decision, a TCC Steering Committee call will be scheduled to discuss the topic and notes will be sent out to the team.

The decision-making process for the RDOT Phase I is based on consensus. If there is disagreement within the team on the best course forward regarding decision-making and/or performance issues with a member and consensus is not possible, then the Steering Committee will use a two-thirds vote to make a final decision. Decision making by vote is a last resort. The Missouri Gulch TCC Steering Committee is committed to identifying issues and addressing conflict early to ensure they are resolved in a constructive fashion. Additionally, the committee embraces nonlinear consensus, through time and additional conversation.

6. Non-Discrimination Clause

The RTOD Phase I Project does not discriminate against any person on the basis of sex, race, creed, color, ethnicity, national origin, age, religion, ancestry, sexual orientation, gender identity and expression, physical or mental ability, medical condition, or marital status.

7. Important Decisions, including changes to a project scope, issues related to project delays, meeting procedures and process evaluation

A. Co-Applicants will participate in TCC Steering Committee meetings. The topics for meetings include general coordination, identification of issues, upcoming outreach, critical decision-making, and other updates. The Co-Chairs and selected contractor will coordinate the development of the agenda, including collecting agenda topics from the project team, developing and then sending the agenda at least one day in advance of the meeting, and then

Docusign Envelope ID: 01314D41-AEA5-492B-B9E4-8805DD21A79E

preparing and bringing relevant materials. The Co-Chairs and project team will also track meeting participation.

B. All Co-Applicants are expected to have a representative from their organization participate in every meeting. If no representative from a Co-Applicant is able to participate in the meeting, they will schedule a follow-up call with the Co-Chairs and/or project management team.

C. A minimum of four TCC Steering Committee meetings (one meeting every six months) will be open to the public. These public meetings will be noticed in the local newspaper and on the Mariposa County Planning Department's website at least 72 hours prior to the meeting time. The agenda and subsequent meeting notes will be made available on the Planning Department's website.

8. Community Involvement in the Decision-Making

The Rural Transit Oriented Development Phase 1 Project is fortunate to draw upon a large body of recent community input as noted in the community engagement plan. Community involvement in the decision-making process is integrated into the project and incorporated into the Community Engagement Plan as well. As part of a public participation plan, specific strategies will be employed to reach those with limited English proficiency, homeless individuals, low-income populations, communities of people of color, and others impacted by the digital divide.

Procedures to Change, Add, or Remove Partners

A. For the purposes of the TCC grant, the RTOD Phase I Project partnership is limited to the Co-Applicants listed above and two seats for residents or community-based organizations that are not Co-Applicants. To fill the two resident seats, a public notice will be published in local media (following the same procedure as other County Advisory committees for posting). Applications will be solicited through this notice. Applicants will be considered for: 1) knowledge of issues and concerns affecting the housing needs of special populations in Mariposa County including, but not limited to, the elderly, disabled, and homeless; 2) Direct knowledge of workforce housing issues and concerns; 3) Direct knowledge of the real estate and housing development industry in Mariposa County; or 4) Representation of an underserved group in Mariposa. Applications for these two seats will be considered and scored by the Co-Applicants in one of their first meetings in 2024. If a Co-Applicant would like to invite a new member organization to implement complementary projects with leverage funding, they will bring information, including partner background and an outline of proposed roles and responsibilities, to a Steering Committee meeting. The Steering Committee will discuss and agree on the prospective new member at that time.

B. If a Co-Applicant is no longer able to participate in the RTOD Phase I Project, a discussion related to their participation will be brought to a meeting and the TCC Steering Committee will evaluate their removal using objective criteria, including the Co-Applicants performance to date. If a Co-Applicant decides due to extenuating conditions that they need to leave the RTOD Phase I Project, they will provide a minimum of sixty-days-notice and will actively participate in identifying a replacement organization and planning for their departure.

PROJECT DEVELOPMENT GRANT AGREEMENT
Round 5 FY 2022-2023

Strategic Growth Council – Transformative Climate Communities Program Project Development Grant – Round 5

Grant Number: SGC23128, MARIPOSA COUNTY

Docusign Envelope ID: 01314D41-AEA5-492B-B9E4-8805DD21A79E

Miles Menetrey, Mariposa County, Board Chair has read and understands the roles within the Mariposa County Rural Transit Oriented Development, Phase 1 Collaborative Stakeholder Structure and agrees to participate as Lead Applicant in the process as outlined above.

DocuSigned by:
Miles S Menetrey
B43EC70C19BE446...

Date 7/11/2024 | 7:14 AM PDT

YOSEMITE CONSERVANCY

Frank Dean, Yosemite Conservancy President, has read and understands the roles within the Mariposa County Rural Transit Oriented Development, Phase 1 Collaborative Stakeholder Structure and agrees to participate as a Co-Applicant in the process as outlined above.

DocuSigned by:
Frank Dean
FDEFBCE817784C2...

Date 7/15/2024 | 12:21 PM PDT

Terri Austin, Deputy Superintendent of Yosemite National Park, has read and understands the roles within the Mariposa County Rural Transit Oriented Development, Phase 1 Collaborative Stakeholder Structure and agrees to participate as a Co-Applicant in the process as outlined above.

DocuSigned by:
Teri Austin
ECA9E759138C4A2...

Date 7/16/2024 | 9:45 AM PDT

PROJECT DEVELOPMENT GRANT AGREEMENT
Round 5 FY 2022-2023

Strategic Growth Council – Transformative Climate Communities Program Project Development Grant – Round 5

Grant Number: SGC23128, MARIPOSA COUNTY

Docusign Envelope ID: 01314D41-AEA5-492B-B9E4-8805DD21A79E

Sandra Chapman, Tribal Chair, has read and understands the roles within the Mariposa County Rural Transit Oriented Development, Phase 1 Collaborative Stakeholder Structure and agrees to participate as a Co-Applicant in the process as outlined above.

DocuSigned by:
Sandra Chapman
523A8681143C842A...

Date 7/18/2024 | 2:29 PM PDT

Bob Johns, representing Mariposa County Veterans Services has read and understands the roles within the Mariposa County Rural Transit Oriented Development, Phase 1 Collaborative Stakeholder Structure and agrees to participate as a Co-Applicant in the process as outlined above.

DocuSigned by:
Bob Johns
2A958EEZDE6F4A1...

Date 7/24/2024 | 4:09 PM PDT

Jeff Aranguena, Mariposa County Unified School District Superintendent has read and understands the roles within the Mariposa County Rural Transit Oriented Development, Phase 1 Collaborative Stakeholder Structure and agrees to participate as a Co-Applicant in the process as outlined above.

DocuSigned by:
Jeff Aranguena
944168A4B31A41E...

Date 7/25/2024 | 9:34 AM PDT

PROJECT DEVELOPMENT GRANT AGREEMENT
Round 5 FY 2022-2023

Strategic Growth Council – Transformative Climate Communities Program Project Development Grant – Round 5

Grant Number: SGC23128, MARIPOSA COUNTY

Docusign Envelope ID: 01314D41-AEA5-492B-B9E4-8805DD21A79E

SIERRA-FOOTHILL CONSERVANCY

Bridget Fithian, Executive Director of Sierra Foothill Conservancy has read and understands the roles within the Mariposa County Rural Transit Oriented Development, Phase 1 Collaborative Stakeholder Structure and agrees to participate as a partner in the process as outlined above.

DocuSigned by:
Bridget Fithian
2B11CD657586409...

Date 7/25/2024 | 9:35 AM PDT

ALLIANCE FOR COMMUNITY TRANSFORMATIONS

Jeremy Martinez, Executive Director of The Alliance for Community Transformations has read and understands the roles within the Mariposa County Rural Transit Oriented Development, Phase 1 Collaborative Stakeholder Structure and agrees to participate as a partner in the process as outlined above.

DocuSigned by:
Jeremy Martinez
A6BD7AB3A69B401...

Date 7/26/2024 | 2:13 PM PDT

Approved as to Form:

DocuSigned by:
Steven W Dahlem
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Steven W. Dahlem
County Counsel

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Attachment C-6: Certificate of Compliance with Russian Sanctions

PROJECT DEVELOPMENT GRANT AGREEMENT
Round 5 FY 2022-2023

Strategic Growth Council – Transformative Climate Communities Program Project Development Grant – Round 5

Grant Number: SGC23128, MARIPOSA COUNTY

2nd JOINT MEMO

April 22, 2022

To: Executive Branch Departments and Agencies

Re: Executive Order N-6-22 regarding Sanctions Against Russia (¶¶ 4-5)

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding sanctions against Russia and Russian entities and individuals. The EO directs all agencies and departments (Agencies) that are subject to the Governor's authority to take certain steps described below. Constitutionally independent state entities are encouraged to take these steps as well.

On March 16, 2022, the Department of General Services (DGS) and the California Department of Technology (CDT) issued a Joint Memo offering guidance for compliance with EO Paragraphs #1, #2, and #3.

This Joint Memo provides guidance to assist state agencies with compliance concerning EO Paragraphs #4 and #5. Agencies should continue to involve their legal counsel in compliance efforts and decisions and to keep written records in each applicable contract or grant file demonstrating compliance efforts.

Agencies are recommended to comply with EO Paragraphs #4 and #5 within 45 days of the date of this Joint Memo.

Defined Terms:

- "Contract" refers to *all* types of agreements and grants, regardless of form (e.g., Std 213, Std 65, Fi$Cal PO, etc.).
- "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.
- "Paragraphs" refers to the EO's operative paragraphs.

Compliance with Paragraphs #4 and #5:

Paragraph #4 within the EO provides:

> *All agencies and departments subject to my authority shall direct grantees, and contractors with agreements valued at $5 million or more, to report to the agency or department regarding their compliance with economic sanctions.*

Please note that since the March 2022 joint guidance memo, the federal government has imposed new sanctions on Russia and Russian entities and individuals. Agencies are advised to regularly check the U.S. Department of the Treasury's list of sanctioned individuals and entities at the following sites:

- https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions;
- https://home.treasury.gov/news/press-releases/jy0608; and
- https://home.treasury.gov/policy-issues/financial-sanctions/recent-actions.

Agencies may wish to sign up for email updates from the U.S. Department of the Treasury as well.

Paragraph #5 within the EO provides:

> *All agencies and departments subject to my authority shall direct all grantees, and contractors with agreements valued at $5 million or more, to report on steps they have taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.*

In order to comply with Paragraphs #4 and #5 of the EO:

- Agencies should identify all current contracts and grants valued at $5 million or more.
  - "Valued at $5 million or more" includes contracts and grants with a *value to the contractor or grantee* of $5 million or more, even if the amount paid by the Agency to the contractor or grantee is less than $5 million or is zero. This includes, but is not limited to, revenue-generating agreements, in-kind agreements, concessions, and agreements where the contractor receives payments from the public or a third party.
  - For example, in some recycling contracts, the state does not make any payments to the contractor, but the value of the contract is based on the monetary value to the contractor of the recycled materials they collect from the state. See, e.g., State Contracting Manual volume 1, sections 3.16.B and 7.45.
- Agencies should determine the appropriate addressee names and addresses for notices and information related to such contracts and grants.
- Agencies must notify such contractors and grantees of the reports contemplated in EO Paragraphs #4 and #5 and how to they can submit them (see a template notice below). Agencies should recommend that contractors/grantees consult their own legal counsel as needed regarding compliance with sanctions and reporting to the state.

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- While the EO is silent on a timeframe in which to notify such contractors and grantees about EO Paragraphs #4 and #5, it is recommended that Agencies do so within 45 days of the date of this Joint Memo.
- Attached is a template notice and contractor/grantee response form that Agencies should use for EO Paragraphs #4 and #5. These notices may be sent and responded to electronically.
- Agencies should ensure the notice clearly informs contractors/grantees where to send their reports.
- Agencies should keep track of contractor and grantee reports.
- Agencies that have more than one contract/grant valued at $5 million or more with a single contractor/grantee may send and receive one EO Paragraph #4 and #5 notice and report for each such contractor/grantee; however, each applicable contract/grant file should include copies of the response form and report.
- **Please note that for contracts issued by DGS or CDT on behalf of an Agency, the Agency is responsible for sending the EO Paragraph #4 and #5 notices and receiving contractor reports.**
- **For Leveraged Purchase Agreements (LPAs), DGS will issue the EO Paragraph #4 and #5 notices for Contracts with statewide usage valued at or above $5 million. DGS will then provide Agencies with the list of LPA contractors DGS contacted. If, after receiving that list, an Agency determines it has any LPA Contracts valued at or above $5 million that are *not* on the DGS list, the Agency is responsible for issuing the EO Paragraph #4 and #5 notices for those.**

Further Guidance and Contacts:

DGS and CDT will issue further guidance shortly regarding EO Paragraph #6, including language for future contracts and solicitations.

For questions relating to CDT contracts, please contact:

Lisa Cooper
Office of Legal Services
lisa.cooper@state.ca.gov

For other questions regarding this Memo, please contact your DGS-OLS assigned attorney.

Attachment: Template Notice to Send to Contractors and Grantees of Agreements Valued at ≥ $5 Million (EO Paragraphs #4 and #5)

PROJECT DEVELOPMENT GRANT AGREEMENT
Round 5 FY 2022-2023

Strategic Growth Council – Transformative Climate Communities Program Project Development Grant – Round 5

Grant Number: SGC23128, MARIPOSA COUNTY

Template Notice to Send to Contractors and Grantees of Agreements Valued at ≥ $5 Million (EO Paragraphs #4 and #5)

April XX, 2022

[Name Here]
[Title Here]
[Name of Business or Organization]
[Address line 1]
[Address line 2]
[email address]

RE: Contractor and Grantee Report on Compliance with Economic Sanctions in Response to Russia's Actions in Ukraine

Dear [Name Here]:

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain steps, including directing that all state contractors and grantees with agreements valued at $5 million or more to report to the agency/department regarding their compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as sanctions imposed under state law, if any.

The EO also directs all agencies and departments that are subject to the Governor's authority to direct that their grantees and contractors with agreements valued at $5 million or more to report on the steps they have taken in response to Russia's actions in Ukraine

Please review the economic sanctions imposed in response to Russia's actions in Ukraine, including, but not limited to, the federal executive orders identified in the EO, the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions), and sanctions imposed under state law, if any. Once complete, please report to the state regarding your compliance with the economic sanctions imposed by the U.S. government, as well as sanctions imposed under state law, if any, using the attached reporting form and return it **within 60 calendar days** to the individual listed below.

Docusign Envelope ID: 4298EA94-A57D-481A-9F61-61213A19AF6E

Additionally, within 60 calendar days of this letter, please provide a written report describing the steps, if any, you have taken in response to Russia's actions in Ukraine. An example can be found at this link: **https://www.calpers.ca.gov/page/newsroom/for-the-record/2022/calpers-responds-to-governor-gavin-newsom**.

Note that responses may be subject to disclosure under the California Public Records Act. Accordingly, it is within the discretion of the respondent to determine what information to provide. Additionally, please do not include any confidential information or disclosures that could pose security risks.

Please attach the report to the notice form below and return it to the individual listed below.

Responsive notices and reports should be sent to:

[Agencies: INSERT CONTACT NAME, AGENCY NAME, AND RETURN EMAIL OR ADDRESS HERE]

Sincerely,

[Name]
[Title]

Docusign Envelope ID: 4298EA94-A57D-481A-9F61-61213A19AF6E

COMPLIANCE WITH ECONOMIC SANCTIONS IN RESPONSE TO RUSSIA'S ACTIONS IN UKRAINE

Contract Number(s) and/or Grant Number(s): _____(Attach additional page as needed)

Per Executive Order N-6-22, all contractors and grantees that have agreements valued at $5 million or more with agencies/departments subject to the California Governor's authority are directed to report to their contracting or grantor agency or department regarding their compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as sanctions imposed under state law, if any.

Please insert the contractor/grantee name and Federal ID Number (if available) and complete the notice and attach a report as described below.

NOTICE

Having conducted a good faith review, I attest that the contractor/grantee is in compliance with the economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as sanctions imposed under state law, if any.

Contractor/Grantee Name (Printed)	*Federal ID Number (or n/a)*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date	

Please attach a report to this notice form and return it to the individual identified in the cover letter within 60 calendar days, describing the steps, if any, you have taken in response to Russia's actions in Ukraine.

Note that responses may be subject to disclosure under the California Public Records Act. Accordingly, it is within the discretion of the respondent to determine what information to provide. Additionally, please do not include any confidential information or disclosures that could pose security risks.

Docusign Envelope ID: 4298EA94-A57D-481A-9F61-61213A19AF6E

Attachment C-7: Special Terms and Conditions for California Native American Tribes and Tribal Organizations with Sovereign Immunity

[Instruction: This exhibit should be included in all grant agreements where the grantee is a Tribe/Tribal organization with sovereign immunity, and the grant agreement allows for advance payments. If the Tribe/Tribal organization does not intend to receive advance payments, and an advance payment term is omitted from the agreement, the limited waiver of sovereign immunity may be omitted as well.]

1. **Limited Waiver of Sovereign Immunity**

The [Insert name of Tribe AND Tribal Organization, if applicable] expressly and irrevocably waives on a limited basis its sovereign immunity (and any defense based thereon) in favor of the State of California, as applicable (and not to any third party) as to any and all claims that may arise relating to this Agreement and any remedies therefore under the laws of the state of California and the laws of the United States of America. Nothing contained in this limited waiver shall be construed to confer any benefit, tangible, or intangible, on any person or entity not a party to this Agreement or as a waiver with respect to any such third person or entity.

2. **Consent to Jurisdiction**

The [Insert name of Tribe AND Tribal Organization, if applicable] has [have] consented to personal jurisdiction and venue in any court of the State of California and any federal court sitting in the State of California; and has [have] waived any and all claim that it [they] may have, including without limitation that such court is an inconvenient forum, for the purposes of any proceeding related to this Agreement; and, with respect to a proceeding in a court of the State of California or a federal court sitting in the State of California, any requirement that tribal remedies must be exhausted.

3. **Authority**

By signing this Agreement, the [Insert name of Tribe AND Tribal Organization, if applicable] represents and warrants that it has [have] authorized this Agreement, including Limited Waiver of Sovereign Immunity and Consent to Jurisdiction, and the signatory signing this Agreement on behalf of the [Insert name of Tribe AND Tribal Organization, if applicable] has [have] all due authority to make this Limited Waiver of Sovereign Immunity and Consent to Jurisdiction.

Attachment C-3: Authorized Signatory Template

Authorized Signatory Form

I hereby verify that I am an authorized Grantee representative and signatory and, as such, can sign and/or delegate authorization to sign and bind Grantee as it relates to the above-referenced Grant Agreement and grant related documents.

Grantee Authorized Signatory:

Name: *Miles Menetrey* **Title:** Board Chair

Signature: **Date:**

Delegated Authorized Signatories:

1. **Name:** *Steve Engfer* **Title:** Planning Director

   Signature: **Date:**

   Document(s) Authorized to sign: (circle all that apply)

   All Grant Related Documents ***OR***

   Grant Agreement Grant Amendments Budget Amendments Reports Invoices Other _____

2. **Name:** **Title:**
   (Type or Print Name)

   Signature: **Date:**

   Document(s) Authorized to sign: (circle all that apply)

   All Grant Related Documents ***OR***

   Grant Agreement Grant Amendments Budget Amendments Reports Invoices Other _____

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-525

MEETING: December 3, 2024

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Adopt a Resolution Accepting the National Endowment for the Arts Our Town Grant Funds; and Approve Budget Action Increasing Revenue and Appropriations in the Planning Department Budget to Recognize the Grant Funding ($75,000) (4/5ths Vote Required)

RECOMMENDATION AND JUSTIFICATION

Adopt a Resolution Accepting the National Endowment for the Arts Our Town Grant Funds; and Approve Budget Action Increasing Revenue and Appropriations in the Planning Department Budget to Recognize the Grant Funding ($75,000) (4/5ths Vote Required).

On August 1st, 2023, the Board approved the application to the National Endowment for the Arts (NEA) Our Town grant program to fund the Historic Preservation in The Present Tense project.

The grant funds awarded from the NEA Our Town grant program will be used to revise Mariposa County's Gold Rush Design Review Guidelines ("Guidelines") to improve their functionality within the historic districts of Mariposa and Coulterville and ensure compliance with state and federal standards for historic preservation. The Guidelines are intended to provide direction to potential applicants within the Historic Design Review Overlay Districts of Mariposa County, rather than serve as a strict regulatory document. Currently, the Guidelines are outdated, difficult for applicants to follow, and do not address all potential design aspects of development within the historic district. As a result, there is a risk of damaging the integrity of our County's historic districts. The Historic Sites and Records Preservation Commission (HSRPC) and Creative Placemaking Strategy Advisory Committee (CPSAC) will work closely together with the project consultant to develop the revised Historic Design Review Guidelines. The project will include robust public engagement to ensure that all community voices are heard.

Additionally, the goal of the project is to establish a process for reviewing public art proposed within historic district(s) that effectively preserves Mariposa County's historic resources while contributing to the beautification of our community. The capstone of this project includes a temporary community art installation that demonstrates the success of the new Historic Design Review Guidelines and public art review process.

The proposed project addresses or is related to several of the specific tasks established in the Mariposa County General Plan Implementation Work Plan:

Task 0.3 GRANT APPLICATIONS AND ADMINISTRATION: “Continue to seek options for preservation, protection, or rehabilitation of historic resources through the use of federal and state grants and tax incentives.”

Task 2.5 HISTORIC RESOURCES PROGRAM: “Update the County's Historic Design Review Overlay Ordinance and establish a countywide historic resources program.”

Task 5.2 COMMUNITY ARTS PROGRAMS: “Prepare an ordinance addressing the review process, standards, and guidelines for public displays of art in County facilities.”

Task 5.4 CREATE/UPDATE COUNTYWIDE DESIGN GUIDELINES AND STANDARDS, AND A SCENIC VIEWS PLAN: “Prepare and adopt historic design review guidelines for use in historic districts to complement the historic design review standards.”

This project is expected to improve the process and results of development within the Coulterville and Mariposa Historic Design Review Districts, while allowing for community creativity, participation, and investment in establishing vibrant and historically accurate historic districts.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On August 1, 2023, the Board of Supervisors adopted RES-2023-423 to Approve the Submittal of the National Endowment for the Arts Own Town Grant Application to fund the Historic Preservation in the Present Tense: Integrating Creative Placemaking Policy and Historic Design Review Guidelines for $150,000; Authorize the Board of Supervisors Chair to Sign the Letter of Support; and Authorize the Board of Supervisors Chair to Sign the Grant Agreement, If Awarded (Subject to Approval as to Legal Form by County Counsel).

On November 12, 2024, the Board of Supervisors reached consensus on the HSRPC work plan presented, which included a related action item, "Objective 1. Update HSRPC Guidelines (Gold Rush Design Review Guidelines)." This grant project proposes to complete the tasks necessary to achieve the proposed HSRPC work plan objective.

Mariposa County’s Gold Rush Design Review Guidelines were originally adopted as part of the passage of Ordinance No. 822 on January 21, 1992, which added subtitle 17.300 “Mariposa Town Planning Area Specific Plan Zoning Regulations and Districts” to Title 17 “Mariposa County Zoning Ordinance.” Specifically, Subsection 17.336.070.A.3 references the Mariposa County Gold Rush Design Review Guidelines as a document that contains examples of “desirable architectural elements,” for the Mariposa Town Planning Area Historic Design Review Overlay District. Additionally, Section VI.D.3.B.2 and 3 of the Coulterville Town Planning Area Specific Plan, adopted on November 12, 1980, also references the Mariposa County Gold Rush Design Review Guidelines for examples of desired surface and texture of historic materials and “desirable architectural elements” for development within the Coulterville Historic Design Review Overlay District.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Planning Department will not be able to access the awarded grant funds.

FINANCIAL IMPACT

This action would increase revenue and appropriations in the Planning Department budget to recognize the grant funding ($75,000).

ATTACHMENTS

1. **NEA Award Letter**
2. **NEA Notice of Action**
3. **NEA Our Town Resolution**
4. **NEA Budget Action Form**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

NATIONAL ENDOWMENT for the ARTS
arts.gov

Dear Steve Engfer:

On behalf of the National Endowment for the Arts, it is a pleasure to inform you that your organization has been awarded a grant. Thank you for your efforts to advance the power of the arts in your community.

To assist you in next steps:

1. Please carefully review your award documents, which include the Official Notice of Action with information on the period of performance, the award amount, and the Terms and Conditions that apply to your project.

2. Award materials to manage and administer the award are online at https://www.arts.gov/grants/manage-your-award/awards-after-oct1-2017. The General Terms and Conditions, which adopt OMB's Uniform Guidance (2 CFR 200), provide detailed information concerning the National Endowment for the Arts' regulations and procedures, the administrative requirements that apply to your award, and your responsibilities as a recipient.

3. Instructions for requesting award funds and reporting on your project are also on our website.

4. If you have any questions regarding the administrative requirements of this award, our Office of Grants Management staff will be happy to assist you. They may be reached at grants@arts.gov or through the Messages tab in REACH.

Congratulations on your award from the National Endowment for the Arts!

Sincerely,

Maria Rosario Jackson, Ph.D.
NEA Chair

OFFICIAL NOTICE OF ACTION
National Endowment for the Arts

Action Taken: Award **Date of Action:** 7/17/2024 **Award Date:** 7/17/2024

FEDERAL AWARD INFORMATION

Federal Award ID Number (FAIN)	1931965-42-24
Award Recipient	County of Mariposa, California
Award Recipient Unique Entity Identifier	PNG4LUYEKK53
Period of Performance	7/1/2024 - 6/30/2026
Budget Period	7/1/2024 - 6/30/2026
Assistance Listing Number/Title	45.024 Promotion of the Arts_Grants to Organizations and Individuals
Does the award support Research & Development?	No
Award Description	Purpose: To support temporary art installations and a design review process to update Mariposa County's Gold Rush Design Guidelines.
Grant Program and Office	Our Town, Design

AWARD AMOUNTS

Amount of Federal Funds Obligated by this Action	$75,000.00
Total Amount of Federal Funds Obligated	$75,000.00
Total Amount of the Federal Award	$75,000.00

RECIPIENT CONTACTS

Role	Name
Authorizing Official	Steve Engfer sengfer@mariposacounty.org
Grant Administrator	Hannah Harrison hharrison@mariposacounty.org
Project Director	Polina Pivak ppivak@mariposacounty.org

REMARKS

1. COST SHARE: A non-federal cost share of 100% (1:1 match) is required unless otherwise indicated in the *Terms and Conditions/Important Information* document (20 USC § 954(e)).

2. The National Endowment for the Arts provides this award support pursuant to 20 USC §954-955.

3. ACCEPTANCE OF AWARD: Submission of a *Payment Request* constitutes your agreement to comply with all the terms and conditions of the award and indicates your acceptance of this award.

4. GENERAL TERMS AND CONDITIONS: This award is subject to the *General Terms and Conditions for Grants and Cooperative Agreements to Organizations* (GTCs), which outline the administrative requirements that apply to your award and your obligations as a recipient. **You are responsible for reviewing these GTCs; failure to comply may result in the disallowance of project expenditures and/or the reduction or withdrawal of National Endowment for the Arts support for your project.**

The administration of this award and the expenditure of award funds are subject to any specific terms and conditions of this award, which may be attached as additional pages of the award notification, the *Terms and Conditions/Important Information*, and the GTCs (as noted above).

The GTCs implements *Title 2 of the Code of Federal Regulations* (2 CFR) including *Subtitle A-Office of Management and Budget Guidance for Grants and Agreements* and *Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance, or Part 200), as revised August 13, 2020.

5. HOW TO MANAGE YOUR AWARD AND eGMS REACH HANDBOOK: The *How to Manage Your National Endowment for the Arts Award and eGMS REACH Handbook* is a companion piece to the GTCs. It includes information about reporting requirements, requesting payment, changes to your project, and other important information.

6. All material can be found on our website at https://www.arts.gov/grants/manage-your-award/awards-after-oct1-2017.

7. CONTACT INFORMATION: Email: grants@arts.gov | Phone (202) 682-5403.

OFFICIAL NOTICE OF ACTION
National Endowment for the Arts

AWARDING OFFICIAL



Bryan McEntire
Lead Grants Management Specialist

STATE OF CALIFORNIA
COUNTY OF MARIPOSA
BOARD OF SUPERVISORS

Resolution No. 24-___ ADOPT A RESOLUTION ACCEPTING THE NATIONAL ENDOWMENT FOR THE ARTS OUR TOWN GRANT; AND APPROVE BUDGET ACTION INCREASING REVENUE AND APPROPRIATIONS IN THE PLANNING DEPARTMENT BUDGET TO RECOGNIZE THE GRANT FUNDING $75,000 (4/5THS VOTE REQUIRED)

WHEREAS, on August 1, 2023 the Board of Supervisors adopted Resolution 2023-423 Approve the Submittal of the National Endowment for the Arts Own Town Grant Application to fund the Historic Preservation in the Present Tense: Integrating Creative Placemaking Policy and Historic Design Review Guidelines for $150,000; Authorize the Board of Supervisors Chair to Sign the Letter of Support; and Authorize the Board of Supervisors Chair to Sign the Grant Agreement, If Awarded (Subject to Approval as to Legal Form by County Counsel); and

WHEREAS, the grant funds will revise Mariposa County's Gold Rush Design Review Guidelines, establish a process for reviewing and approving public art in the Historic Design Review Overlay Districts, and create a temporary community art installation.

NOW THEREFORE BE IT RESOLVED, that the Board of Supervisors does hereby accept the National Endowment for the Arts Our Town Grant and approves budget action increasing revenue and appropriations in the planning department budget to recognize the grant funding $75,000 (4/5ths vote required).

ON MOTION BY Supervisor _____, seconded by Supervisor _____, this resolution is duly passed and adopted this 3rd day of December 2024 by the following vote:

AYES:
NOES:
EXCUSED:
ABSTAIN:

ATTEST:

_____ _____

Danielle Bondshu, Clerk of the Board

Miles Menetrey, Chairman
Board of Supervisors

APPROVED AS TO FORM:

_____

Steven W. Dahlem, County Counsel

BUDGET ACTION FORM

FUND	DEPT/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
3650	249	46167	Federal Revenue - Grants		($75,000)	
3650	249	60302	Design, Architectural, Engineering		$75,000	
TRANSFER BETWEEN FUNDS					**DEBIT**	**CREDIT**
					$0	$0

ACTION REQUESTED: (Check all that apply)

(X) Budget appropriation by Board of Supervisors (4/5ths Vote Required): Amending the total amount available in the county budget, or in any one fund of the budget, or transferring appropriation from Contingencies;

( ) Transfer by Board of Supervisors (3/5ths Vote Required): Moving existing appropriations from one budget to another, or between categories with a budget unit;

JUSTIFICATION:

The county will be getting grant reimbursement.

DEPARTMENT HEAD Steven J. Engler DATE 8/20/2024

APPROVED BY RES NO. CLERK DATE

AUDITOR'S USE ONLY
BA#

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-526

MEETING: December 3, 2024

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director, Ben Goger

RE: Approve Two Agreements to Purchase Real Property in the Amount of $5,000 each for a total of $10,000 for Permanent Easements on the Mariposa Creek Parkway through APN 013-230-054 and APN 013-230-021; and Authorize the Public Works Director to Sign the Agreements and Accept the Easements

---

RECOMMENDATION AND JUSTIFICATION

Approve Two Agreements to Purchase Real Property in the Amount of $5,000 each for a total of $10,000 for Permanent Easements on the Mariposa Creek Parkway through APN 013-230-054 and APN 013-230-021; and Authorize the Public Works Director to Sign the Agreements and Accept the Easements.

The County has been actively developing the Mariposa Creek Parkway as an Active transportation corridor, a recreation amenity and an economic asset to the community. A portion of the overall Parkway development is an Active Transportation Program(ATP) grant from the California Department of Transportation that intends to build a public trail along the Phase III portion from 8th Street to the Joe Howard Bridge. This trail requires easements through APN 013-230-0-054 and APN 013-230-021. Both owners of these said properties are agreeable to the Mariposa Creek Parkway easements and are working with the County to complete the transaction in a timely manner to align with the ATP grant.

This transaction complies with County Code 3.08.070 that gives the Director of Public Works the authority to acquire an interest in real property. However, in this case, the agreements that were signed by the landowners included language that expressly noted the need for Board of Supervisors approval. In the future, that language could be removed and the public works director could acquire an interest in real property per County Code 3.08.070

BACKGROUND AND HISTORY OF BOARD ACTIONS

February 13, 2018: The LTC adopted a resolution approving an application for Caltrans FY 2018-19 Transportation Planning Grant to complete a master plan for the Mariposa Creek Parkway. That application was successful.

July 24, 2018: The LTC adopted a resolution authorizing submittal of an application for funding from the Caltrans Active Transportation Program (ATP) Cycle 4 Program to implement Phase III of the Mariposa Creek Parkway. That application was not successful.

September 25, 2018: The LTC awarded an agreement to Wallace, Roberts, and Todd, Inc. to lead the production of the Mariposa Creek Parkway Master Plan. This team was selected largely because of their proposed interactive stakeholder engagement program, which centered around an intensive multi-day community design concept called Creek Week.

March 19, 2019: The Board of Supervisors approved the Creek Week Event which was held Friday April 11-13, 2019 as a County Sponsored Event; and waived the encroachment fee.

October 8, 2019: The LTC received a presentation regarding the status and progress of the Mariposa Creek Parkway Master Plan.

January 28, 2020: The LTC adopted a resolution approving the Mariposa Creek Parkway Master Plan.

July 14, 2020: the Board of Supervisors received a presentation upon the completion of the 11th Street Paseo concept design package, which is included in the scope of the Cycle 5 ATP application.

August 25, 2020: the Board of Supervisors adopted a resolution authorizing submittal of an application for funding from the Caltrans Active Transportation Program (ATP) Cycle 5 Program.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Alternatively, the Board Chair or the COA could be the authorized signatories on the attached agreements. Negative action would stall the ATP grant program and jeopardize the overall success of the project.

FINANCIAL IMPACT

None; acquisition costs were budgeted into the project and will be reimbursed by the grant.

ATTACHMENTS

1. **Jones Executable Version of PSA 11.24.2024**
2. **CLARK PSA signed (1)**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

Project: Mariposa Creek Parkway
Grantor(s): Morris S. Jones II
APN: 013-230-021

AGREEMENT FOR ACQUISITION OF PROPERTY

This Agreement for Acquisition of Property is between the County of Mariposa (County) and Morris S. Jones II, (Grantor). This Agreement is expressly subject to approval by the County Board of Supervisors.

The parties to this contract shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 164, 49 C.F.R Section 50.3.

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 that is the subject of this contract.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. **PROPERTY.**

Grantor agrees to sell to County, and County agrees to purchase from Grantor, on the terms and conditions set forth in this Agreement, the real property interest described in Exhibit A (Legal Description of Grant of Permanent Easement to County of Mariposa for Mariposa Creek Parkway) and shown on Exhibit B (Plat Map of Grant of Permanent Easement to County of Mariposa for Mariposa Creek Parkway) attached hereto, which are incorporated herein by this reference (the "Property").

The parties have herein set forth the whole of their agreement. The performance of this Agreement constitutes the entire consideration for said document and shall relieve County of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.

2. **DELIVERY OF DOCUMENTS/ESCROW.**

All documents necessary for the transfer of the Property shall be executed and delivered by Grantor to the County's designated Acquisition Agent.

[X] No escrow shall occur.

3. **PURCHASE PRICE AND TITLE.**

The consideration to be paid by the County for the Property is the Purchase Price of *five thousand dollars* ($5,000.00) as consideration in full for the real property interests being conveyed in the referenced Deed(s).

A. Grantor(s) shall convey good, marketable and insurable title to the Property free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded), except:
   a. Covenants, conditions, restrictions and reservations of record, or contained in the above referenced document.
   b. Easements or rights of way over said land for public or quasi-public utility or public street purposes, including Exceptions 2-10 contained in Preliminary Title Report No. M33609 dated October 16th, 2024.
   c. Exception 11, A Deed of Trust to secure an indebtedness dated December 20, 20217 and Exception 12 An Abstract of Support Judgement recorded December 29, 2017 contained in Preliminary Title Report No. M33609 dated October 16th, 2024.

B. County shall pay all costs of any escrow, title insurance, and recording fees incurred in this transaction.
   Without the use of an escrow, County shall deliver the Purchase Price no later than 45 days after Board of Supervisors approval and after delivery and execution of all necessary transfer documents. Should the transaction be facilitated by a title company, County shall deliver the Purchase Price at the close of escrow after the delivery and execution of all necessary transfer documents have occurred. County shall pay all costs of any escrow, title insurance, and recording fees incurred in this transaction.

   [X] Title insurance is not required; or [ ] Good, marketable and insurable title to the Property shall be evidenced by a CLTA owner's policy of title insurance ("Title Policy"). The Title Policy shall be in the amount of the Purchase Price, showing title to the Property vested in County. It shall be a condition precedent to County's obligations under this Agreement that escrow holder is able to issue the Title Policy to County.

C. Grantor acknowledges that the acquisition of the Property by the County is for a public purpose, and therefore, the Property is otherwise subject to taking by the power of eminent domain. Grantor acknowledges that in lieu of condemnation, the Purchase Price to be paid herein shall constitute full and fair just compensation and consideration for any and all claims that Grantor may have against the County by reason of the acquisition, improvement, possession, use and/or occupancy of the Property, including, but not limited to, any and all claims for attorney fees, pre-condemnation damages, severance damages, or any other claims.
   If any eminent domain action that includes the Property, or any portion thereof, has been filed by the County, Grantor hereby agrees and consents to dismissal of said action. Grantor waives any and all claims to any money that may have been deposited with the State Treasurer in such action and further waives any and all claims for damages, costs, or litigation expenses, including attorney's fees, arising by virtue of

the abandonment of the action pursuant to Section 1268.510 of the California Code of Civil Procedure.

D. Grantor shall execute the Grant of Permanent Easement to County of Mariposa for Mariposa Creek Parkway in the form shown in attached Exhibit C (Form of Grant of Permanent Easement to County of Mariposa for Mariposa Creek Parkway.

4. **IMPROVEMENTS PURCHASED AND COST TO CURE.**

Payment in Clause 3 includes, but is not limited to, payment in full for all the land, real property interests, improvements, damages, severance, benefits, loss, replacement and moving of any improvements, that are considered to be part of the realty and are being acquired by the County in this transaction as conveyed by the Deed. **Grantor is not being paid to correct any improvements.**

Also, included in the amount payable under Clause 3 is payment in full to compensate Grantor for the expense of performing the following work: NONE

If Grantor fails to complete the work described above within said timeframe, County reserves the right to remove any improvements within the area described above and Grantor releases County from any liability and/or claims to compensation related to said removal.

5. **PRORATION OF TAXES**.

(a) Taxes shall be prorated in accordance with California Revenue and Taxation Code section 5086 et seq., as of the recordation of the Deed conveying title to County, except that where County has taken possession of the Property, taxes shall be prorated as of the date of possession. NONE

(b) Grantor authorizes County to deduct from the purchase price any amount necessary to satisfy any delinquent taxes, together with penalties and interest thereon, and any delinquent or non-delinquent assessments or bonds, which are to be cleared from the title to the Property. NONE

6. **PERMISSION TO ENTER.**

Upon Grantor signature of this Agreement, Grantor hereby grants to the County, its agents and contractors, permission to enter upon the subject lands prior to the close of escrow or payment to Grantor, should there be no escrow. Entry shall be for the purpose of environmental studies, hazardous waste investigation, geotechnical, boring, and surveying, subject to all applicable terms and conditions contained in this Agreement and the associated Deed.

7. **POSSESSION.**

Grantor agrees that after the County's acceptance of the Agreement and Deed and, should escrow occur, the date payment is deposited by County into escrow shall constitute the date of possession in which the County may enter upon and take possession of the Property. Should the deed be recorded by the County, the date in which the check is mailed from the County to the Grantor shall constitute the date of possession in which the County may enter upon and take possession of the Property.

It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by the County, including the right to remove and dispose of improvements, shall commence on the date the amount of funds as specified in Item 3 herein are deposited into the escrow controlling this transaction or the date the check is mailed from the County to the Grantor. The amount shown in Item 3 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

8. **LEASE INDEMNIFICATION.**

Grantor warrants there are no oral or written leases on all or any portion of the herein referenced real property exceeding a period of one month, or if there are such leases, Grantor agrees to hold the County harmless and reimburse County for any and all of its losses and expenses occasioned by reason of any lease of said property held by tenant of Grantor for a period exceeding one month.

9. **HAZARDOUS WASTE MATERIAL**

The Grantor hereby represent and warrant that during the period of Grantor's ownership of the Property, there have been no disposals or releases of hazardous substances on, from, or under the Property. Grantor further represent and warrant that Grantor has no knowledge of any disposal or release of hazardous substances, on, from, or under the Property which may have occurred prior to Grantor taking title to the Property.

The Purchase Price of the Property reflects the fair market value of the Property without the presence of contamination. If the Property is found to be contaminated by the presence of hazardous substances which requires mitigation under Federal or State law, the County reserves the right to recover its clean-up costs from those who caused or contributed to the contamination, or who may be otherwise deemed responsible parties.

10. **ENTIRE AGREEMENT.**

This Agreement and the attached Exhibits constitute the entire agreement between the parties relating to the sale of the Property including but not limited to the transfer of permanent and temporary real property interests described herein above. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by the County and Grantor.

11. **COUNTERPARTS.**

This Agreement may be executed in counterparts, each of which so executed shall irrespective of the date of its execution and delivery be deemed an original, and all such counterparts together shall constitute one and the same document.

IN WITNESS WHEREOF, the parties have executed this Agreement on _____ as follows:

COUNTY OF MARIPOSA

By:_____
Shannon Hansen
Director of Public Works

GRANTOR

_____
Morris S. Jones II

APPROVED AS TO FORM:

By:_____
Steven W. Dahlem
County Counsel/Risk Manager

EXHIBIT "A"
LEGAL DESCRIPTION FOR GRANT OF PERMANENT EASEMENT TO COUNTY OF MARIPOSA FOR MARIPOSA CREEK PARKWAY

APN: 013-230-021 (portion)

That certain real property, being a portion of Parcel 2 as shown on the Amended Parcel Map for J.G. Greenamyer, et al, recorded April 29, 1976 in Book 10 of Parcel Maps at Page 32, Mariposa County Records in projected Section 23, Township 5 South, Range 18 East, Mount Diablo Base and Meridian, Rancho Las Mariposas in the County of Mariposa, State of California, being more particularly described as follows:

Beginning at the most northerly corner of said Parcel 2; thence

1) South 50°54'26" East, along the northeasterly line of said Parcel 2, a distance of 45.30 feet; thence
2) South 63°37'26" East, continuing along said northeasterly line, a distance of 110.14 feet to the most easterly corner of said Parcel 2; thence
3) South 40°14'25" West, along the southeasterly line of said Parcel 2, a distance of 89.12 feet to an angle point in said southeasterly line and the southwesterly line of the 40 foot road and utility easement as shown on said Amended Parcel Map; thence
4) North 58°31'55" West, along said southwesterly line, a distance of 148.37 feet; thence
5) North 55°05'15" West, continuing along said southwesterly line, a distance of 12.71 feet to the northwesterly line of said Parcel 2; thence
6) North 44°57'13" East, along said northwesterly line, a distance of 85.92 feet to the Point of Beginning.

Containing 0.30 acres, more or less

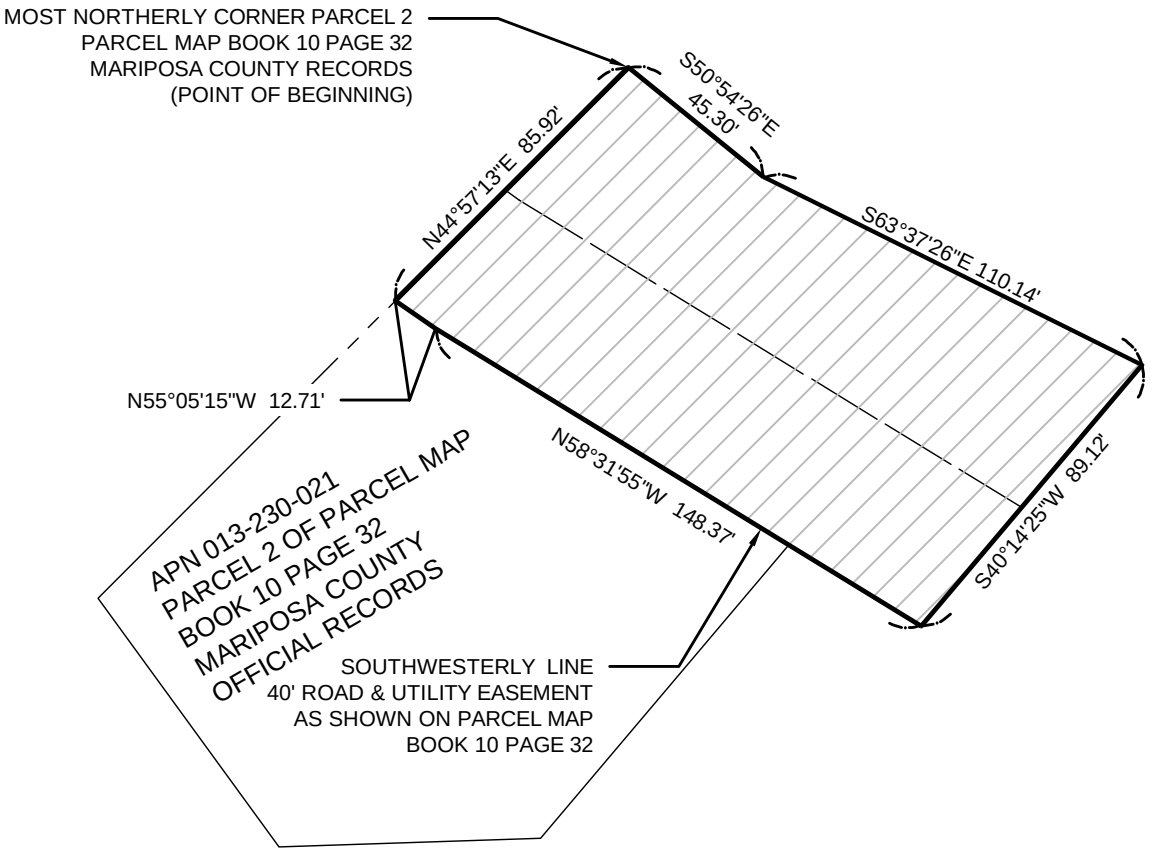
END OF DESCRIPTION



Date Signed 08/21/2024

EXHIBIT "B"

Plat Map of Grant of Permanent Easement to County of Mariposa for Mariposa Creek Parkway



LEGEND

EASEMENT AREA (0.30 AC +/-)

PROFESSIONAL LAND SURVEYOR
MARTY D. HARTWIG
No. 6612
STATE OF CALIFORNIA

DATE SIGNED: 08/21/2024

N

SCALE IN FEET

0 25 50 100

PROVOST& PRITCHARD www.provostandpritchard.com	MARIPOSA COUNTY PARKWAY PHASE III GRANT OF PERMANENT EASEMENT TO COUNTY OF MARIPOSA FOR MARIPOSA CREEK PARKWAY APN 013-230-021 (JONES)	LAND SURVEYOR: M. HARTWIG DATE: 08/21/2024 JOB NO: 154222001 SHEET 1 OF 1

Exhibit C
Form of Grant of Permanent Easement to County of Mariposa for Mariposa Creeek Parwkay

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
Mariposa County
P.O. Box _____
Mariposa, CA 95338
Attn: Shannon Hansen, Director of Public Works

THE AREA ABOVE IS RESERVED FOR
RECORDER'S USE

GRANT OF PERMANENT EASEMENT TO COUNTY OF MARIPOSA FOR MARIPOSA CREEK PARKWAY

This GRANT OF EASEMENT FOR THE MARIPOSA CREEK PARKWAY ("**Agreement**") is entered into as of the ___day _____, 2024, by and between Morris S. Jones II, a single man ("**Grantor**") and the County of Mariposa ("**Grantee**"), and is as follows:

Article 1 – Background

1.01 Property. Grantor is the sole fee owner of that certain real property located in the County of Mariposa ("**County**"), State of California, and more particularly described in Exhibit "A" attached hereto (the "**Grantor Property**").

1.02 Mariposa Creek Parkway Easement Area. The portion of Grantor's Property that is subject to this agreement ("Easement Area") is more particularly described in Exhibit "B" and depicted in Exhibit "C" attached hereto (the "**Easement Area**") and incorporated herein by reference.

1.03 Purpose. Grantee intends to construct, develop, repair, maintain, enhance and restore the Mariposa Creek Parkway and its related amenities including a trail and open space recreation for the use and enjoyment of the public on Grantor's Property (the "**Project**"). In connection with the Project, the Grantee requires pedestrian and vehicular access to and from the Project for the benefit of the public, Grantee and Grantee's tenants, agents, employees, contractors, visitors, vendors, service personnel, licensees, guests and/or invitees (collectively, the "**Permitted Users**").

1.04 Consideration. The undersigned Grantor acknowledges compensation in the sum of $5,000 in consideration of the grant of easement to Grantee under this Agreement.

Article 2 - Grant of Easement for Mariposa Creek Parkway

IN CONSIDERATION of the mutual covenants and promises set forth herein, the receipt, adequacy and sufficiency of which is hereby expressly acknowledged, the parties hereto agree as follows:

2.01. Grant of Easement for Ingress and Egress and Public Access. Grantor hereby grants to Grantee, the right to make available to the public a perpetual easement and right of way over the Easement Area and the right to use the Easement Area for the Project (the "**Parkway Easement**"):

2.02 Grant of Easement for Ingress and Egress. Grantor hereby grants to Grantee, the Permitted Users and their respective successors and assigns, a non-exclusive, irrevocable easement over, along, and across the Easement Area for pedestrian and vehicular ingress and egress to the Grantee Property (the "**Access Easement**").

2.03 Grant of Easement for Utilities. Grantor hereby grants to Grantee, the Permitted Users and their respective successors and assigns, a non-exclusive, irrevocable easement and right of way for the purpose of placement, operation, maintenance and repair of any and all utilities serving the Project and the Grantee Property in, under, along, and across the Easement Area (the "**Utilities Easement**").

2.04 Grant of Easement for Maintenance and Repair. Grantor hereby grants to Grantee and its agents, representatives, representations, employees, contractors, a non-exclusive, irrevocable easement and right of way in, under, along, and across the Easement Area for the purpose of maintaining, restoring, enhancing and repairing the Project following the completion of the Project ("**Maintenance Easement**"). The Parkway Easement, Access Easement, Utilities Easement, and Maintenance Easement are collectively referred to herein as the "**Easements**".

Article 3. Miscellaneous

3.01 Running with the Land. The Easements shall run with the land and shall be binding upon Grantor and its successors and assigns who hereafter shall hold title to the Grantor Property and shall inure to the benefit of Grantee and its successors and assigns. The Easements shall bind and burden the Grantor's Property, which shall be the servient tenement, and shall benefit the Grantee's Property (the Project), which shall be the dominant tenement.

3.02 Successors and Assigns. This Agreement shall bind and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors, and/or assigns.

3.03 Modification. This Agreement shall not be changed, modified. amended or terminated in whole or in part without the written agreement of all parties hereto.

3.04 Exhibits; Recitals. Exhibits "A", "B", "C" attached to this Agreement are hereby incorporated by reference in and are deemed to constitute an integral part of this Agreement. The Recitals set forth above are incorporated into this Agreement by reference thereto.

3.05 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

GRANTOR:
Morris S. Jones II, a single man

_____
Morris S. Jones II

GRANTEE:
County of Mariposa

_____
Shannon Hansen, Director of Public Works

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss.
County of _____)

On_____, 2024, before me, _____, Notary Public, personally appeared, _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss.
County of _____)

On_____, 2024, before me, _____, Notary Public, personally appeared, _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____

EXHIBIT "A"

LEGAL DESCRIPTION OF GRANTOR PROPERTY

All that real property situated in the State of California, County of Mariposa and described as follows:

ALL THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF PROJECTED SECTION 23, TOWNSHIP 5 SOUTH, RANGE 18 EAST, M.D.B.&M., RANCHO LAS MARIPOSAS, DESCRIBED AS FOLLOWS:

PARCEL 2 AS SHOWN ON THE PARCEL MAP FOR J.G. GREENAMYER, RECORDED APRIL 29, 1976 IN BOOK 10 OF PARCEL MAPS AT PAGE 32, MARIPOSA COUNTY RECORDS.
EXCEPTING THEREFROM THE MINERAL RIGHTS IN MARIPOSA CREEK, AS RESERVED BY MARIPOSA COMMERCIAL AND MINING COMPANY, RECORDED IN VOLUME 15 OF OFFICIAL RECORDS OF MARIPOSA COUNTY AT PAGE 201A.

013-230-021

EXHIBIT "B"
LEGAL DESCRIPTION FOR GRANT OF PERMANENT EASEMENT TO COUNTY OF MARIPOSA FOR MARIPOSA CREEK PARKWAY

APN: 013-230-021 (portion)

That certain real property, being a portion of Parcel 2 as shown on the Amended Parcel Map for J.G. Greenamyer, et al, recorded April 29, 1976 in Book 10 of Parcel Maps at Page 32, Mariposa County Records in projected Section 23, Township 5 South, Range 18 East, Mount Diablo Base and Meridian, Rancho Las Mariposas in the County of Mariposa, State of California, being more particularly described as follows:

Beginning at the most northerly corner of said Parcel 2; thence

1) South 50°54'26" East, along the northeasterly line of said Parcel 2, a distance of 45.30 feet; thence
2) South 63°37'26" East, continuing along said northeasterly line, a distance of 110.14 feet to the most easterly corner of said Parcel 2; thence
3) South 40°14'25" West, along the southeasterly line of said Parcel 2, a distance of 89.12 feet to an angle point in said southeasterly line and the southwesterly line of the 40 foot road and utility easement as shown on said Amended Parcel Map; thence
4) North 58°31'55" West, along said southwesterly line, a distance of 148.37 feet; thence
5) North 55°05'15" West, continuing along said southwesterly line, a distance of 12.71 feet to the northwesterly line of said Parcel 2; thence
6) North 44°57'13" East, along said northwesterly line, a distance of 85.92 feet to the Point of Beginning.

Containing 0.30 acres, more or less

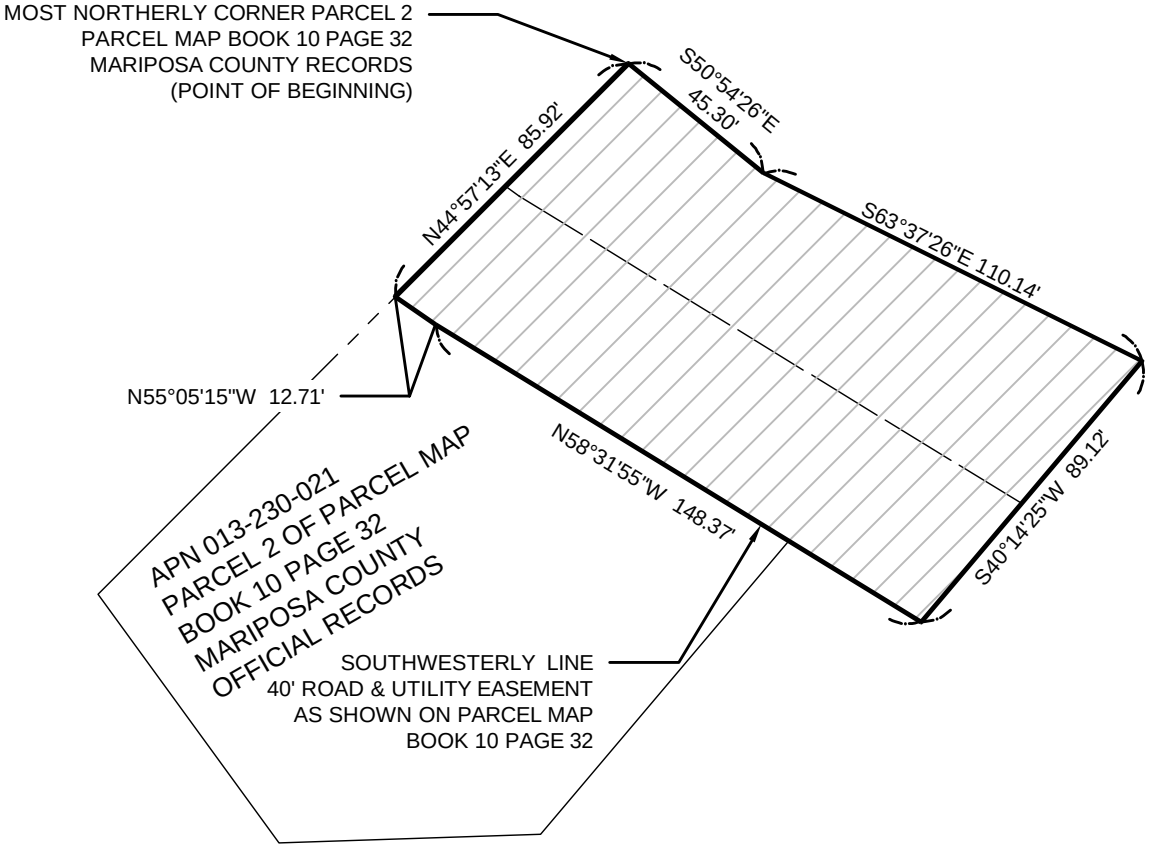
END OF DESCRIPTION



Date Signed 08/21/2024

EXHIBIT "C"

PLOT MAP
FOR GRANT OF PERMANENT EASEMENT
TO COUNTY OF MARIPOSA FOR MARIPOSA CREEK PARKWAY



LEGEND

EASEMENT AREA (0.30 AC +/-)

PROFESSIONAL LAND SURVEYOR
MARTY D. HARTWIG
No. 6612
STATE OF CALIFORNIA

DATE SIGNED: 08/21/2024

N

SCALE IN FEET
0 25 50 100

PROVOST& PRITCHARD www.provostandpritchard.com	MARIPOSA COUNTY PARKWAY PHASE III GRANT OF PERMANENT EASEMENT TO COUNTY OF MARIPOSA FOR MARIPOSA CREEK PARKWAY APN 013-230-021 (JONES)	LAND SURVEYOR: M. HARTWIG DATE: 08/21/2024 JOB NO: 154222001 SHEET 1 OF 1

Project: Mariposa Creek Parkway
Grantor(s): Richard L. Clark, Trustee of the Richard L.
Clark Revocable Living Trust Agreement Dated August 27, 2004
APN: 013-230-054

AGREEMENT FOR ACQUISITION OF PROPERTY

This Agreement for Acquisition of Property is between the County of Mariposa (County) and Richard L. Clark, Trustee of the Richard L. Clark Revocable Living Trust Agreement Dated August 27, 2004 (Grantor(s)). This Agreement is expressly subject to approval by the County Board of Supervisors.

Document No. (APN #013-230-054) in the form of a Permanent Mariposa Creek Parkway Easement, covering the property particularly described in the above instrument(s) has been executed and delivered to the County of Mariposa.

The parties to this contract shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 164, 49 C.F.R Section 50.3.

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 that is the subject of this contract.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. **PROPERTY.**

Grantor(s) agrees to sell to County, and County agrees to purchase from Grantor(s), on the terms and conditions set forth in this Agreement, the real property interest described in the Exhibit A and shown on Exhibit B (Permanent Mariposa Creek Parkway Easement) attached hereto, which are incorporated herein by this reference (the "Property").

The parties have herein set forth the whole of their agreement. The performance of this Agreement constitutes the entire consideration for said document and shall relieve County of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.

2. **DELIVERY OF DOCUMENTS/ESCROW.**

All documents necessary for the transfer of the Property shall be executed and delivered by Grantor(s) to the County's designated Acquisition Agent.

[X] No escrow shall occur.

3. **PURCHASE PRICE AND TITLE.**

The consideration to be paid by the County for the Property is the Purchase Price of *five thousand dollars* ($5,000.00) as consideration in full for the real property interests being conveyed in the referenced Deed(s).

A. Grantor(s) shall convey good, marketable and insurable title to the Property free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded), except:
   a. Covenants, conditions, restrictions and reservations of record, or contained in the above referenced document.
   b. Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.

B. County shall pay all costs of any escrow, title insurance, and recording fees incurred in this transaction.

   Without the use of an escrow, County shall deliver the Purchase Price no later than 45 days after Board of Supervisors approval and after delivery and execution of all necessary transfer documents. Should the transaction be facilitated by a title company, County shall deliver the Purchase Price at the close of escrow after the delivery and execution of all necessary transfer documents have occurred. County shall pay all costs of any escrow, title insurance, and recording fees incurred in this transaction.

   [ ] Title insurance is not required; or [ ] Good, marketable and insurable title to the Property shall be evidenced by a CLTA owner's policy of title insurance ("Title Policy"). The Title Policy shall be in the amount of the Purchase Price, showing title to the Property vested in County. It shall be a condition precedent to County's obligations under this Agreement that escrow holder is able to issue the Title Policy to County.

C. Grantor(s) acknowledges that the acquisition of the Property by the County is for a public purpose, and therefore, the Property is otherwise subject to taking by the power of eminent domain. Grantor(s) acknowledges that in lieu of condemnation, the Purchase Price to be paid herein shall constitute full and fair just compensation and consideration for any and all claims that Grantor(s) may have against the County by reason of the acquisition, improvement, possession, use and/or occupancy of the Property, including, but not limited to, any and all claims for attorney fees, pre-condemnation damages, severance damages, or any other claims.

   If any eminent domain action that includes the Property, or any portion thereof, has been filed by the County, Grantor(s) hereby agrees and consents to dismissal of said action. Grantor(s) waives any and all claims to any money that may have been deposited with the State Treasurer in such action and further waives any and all claims

for damages, costs, or litigation expenses, including attorney's fees, arising by virtue of the abandonment of the action pursuant to Section 1268.510 of the California Code of Civil Procedure.

4. **IMPROVEMENTS PURCHASED AND COST TO CURE.**

Payment in Clause 3 includes, but is not limited to, payment in full for all the land, real property interests, improvements, damages, severance, benefits, loss, replacement and moving of any improvements, that are considered to be part of the realty and are being acquired by the County in this transaction as conveyed by the Deed. **Grantor is not being paid to correct any improvements.**

Also, included in the amount payable under Clause 3 is payment in full to compensate Grantor(s) for the expense of performing the following work: NONE

If Grantor(s) fails to complete the work described above within said timeframe, County reserves the right to remove any improvements within the area described above and Grantor(s) releases County from any liability and/or claims to compensation related to said removal.

5. **PRORATION OF TAXES**.

(a) Taxes shall be prorated in accordance with California Revenue and Taxation Code section 5086 et seq., as of the recordation of the Deed(s) conveying title to County, except that where County has taken possession of the Property, taxes shall be prorated as of the date of possession. NONE

(b) Grantor(s) authorizes County to deduct from the purchase price any amount necessary to satisfy any delinquent taxes, together with penalties and interest thereon, and any delinquent or non-delinquent assessments or bonds, which are to be cleared from the title to the Property. NONE

6. **PERMISSION TO ENTER.**

Upon Grantor(s) signature of this Agreement, Grantor(s) hereby grants to the County, its agents and contractors, permission to enter upon the subject lands prior to the close of escrow or payment to Grantor(s), should there be no escrow. Entry shall be for the purpose of environmental studies, hazardous waste investigation, geotech, boring, and surveying, subject to all applicable terms and conditions contained in this Agreement and the associated Deed(s).

7. **POSSESSION.**

Grantor(s) agrees that after the County's acceptance of the Agreement and Deed(s) and, should escrow occur, the date payment is deposited by County into escrow shall constitute the date of possession in which the County may enter upon and take possession of the Property. Should the deed be recorded by the County, the date in which the check is mailed

from the County to the Grantor(s) shall constitute the date of possession in which the County may enter upon and take possession of the Property.

It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by the County, including the right to remove and dispose of improvements, shall commence on the date the amount of funds as specified in Item 3 herein are deposited into the escrow controlling this transaction or the date the check is mailed from the County to the Grantor. The amount shown in Item 3 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

8. **LEASE INDEMNIFICATION.**

Grantor(s) warrants there are no oral or written leases on all or any portion of the herein referenced real property exceeding a period of one month, or if there are such leases, Grantor(s) agrees to hold the County harmless and reimburse County for any and all of its losses and expenses occasioned by reason of any lease of said property held by tenant of Grantor(s) for a period exceeding one month.

9. **HAZARDOUS WASTE MATERIAL**

The Grantor(s) hereby represent(s) and warrant(s) that during the period of Grantor(s)'s ownership of the Property, there have been no disposals or releases of hazardous substances on, from, or under the Property. Grantor(s) further represent(s) and warrant(s) that Grantor(s) has no knowledge of any disposal or release of hazardous substances, on, from, or under the Property which may have occurred prior to Grantor(s) taking title to the Property.

The Purchase Price of the Property reflects the fair market value of the Property without the presence of contamination. If the Property is found to be contaminated by the presence of hazardous substances which requires mitigation under Federal or State law, the County reserves the right to recover its clean-up costs from those who caused or contributed to the contamination, or who may be otherwise deemed responsible parties.

10. **ENTIRE AGREEMENT.**

This Agreement and the attached Exhibits constitute the entire agreement between the parties relating to the sale of the Property including but not limited to the transfer of permanent and temporary real property interests described herein above. Any prior

agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by the County and Grantor(s).

11. **COUNTERPARTS.**

This Agreement may be executed in counterparts, each of which so executed shall irrespective of the date of its execution and delivery be deemed an original, and all such counterparts together shall constitute one and the same document.

IN WITNESS WHEREOF, the parties have executed this Agreement on _____ as follows:

COUNTY OF MARIPOSA

By:_____
Shannon Hansen
Director of Public Works

GRANTOR(S)

_____
Richard L. Clark, Trustee

APPROVED AS TO FORM:

By:_____

Exhibit "A"

Permanent Mariposa Creek Parkway Easement
Legal Description

EXHIBIT "A"

APN: 013-230-054 (portion)

That certain real property, being a portion of the parcel described in Document Number 20152812, Mariposa County Official Records, said parcel consisting of a portion of Parcel 3 as shown on the Amended Parcel Map for J.G. Greenamyer, et al, recorded April 29, 1976 in Book 10 of Parcel Maps at Page 32, Mariposa County Records together with other lands situated in projected Section 23, Township 5 South, Range 18 East, Mount Diablo Base and Meridian, Rancho Las Mariposas in the County of Mariposa, State of California, being more particularly described as follows:

Beginning at the most northerly corner of said Parcel 3; thence

1) South 40°14'25" West, along the northwesterly line of said Parcel 3, a distance of 89.12 feet to the southwesterly line of the 40 foot utility easement as shown on said Amended Parcel Map; thence
2) South 58°31'56" East, along said southwesterly line and the southeasterly prolongation of said southwesterly line, a distance of 148.59 feet to the easterly line of the parcel described in said Document Number 20152812; thence
3) North 1°29'53" West, along said easterly line, a distance of 77.16 feet; thence
4) North 49°43'23" East, continuing along said easterly line, a distance of 34.31 feet to the northeasterly line of said Parcel 3; thence
5) North 63°37'26" West, along said northeasterly line, a distance of 104.18 feet to the Point of Beginning.

Containing 0.25 acres, more or less

END OF DESCRIPTION

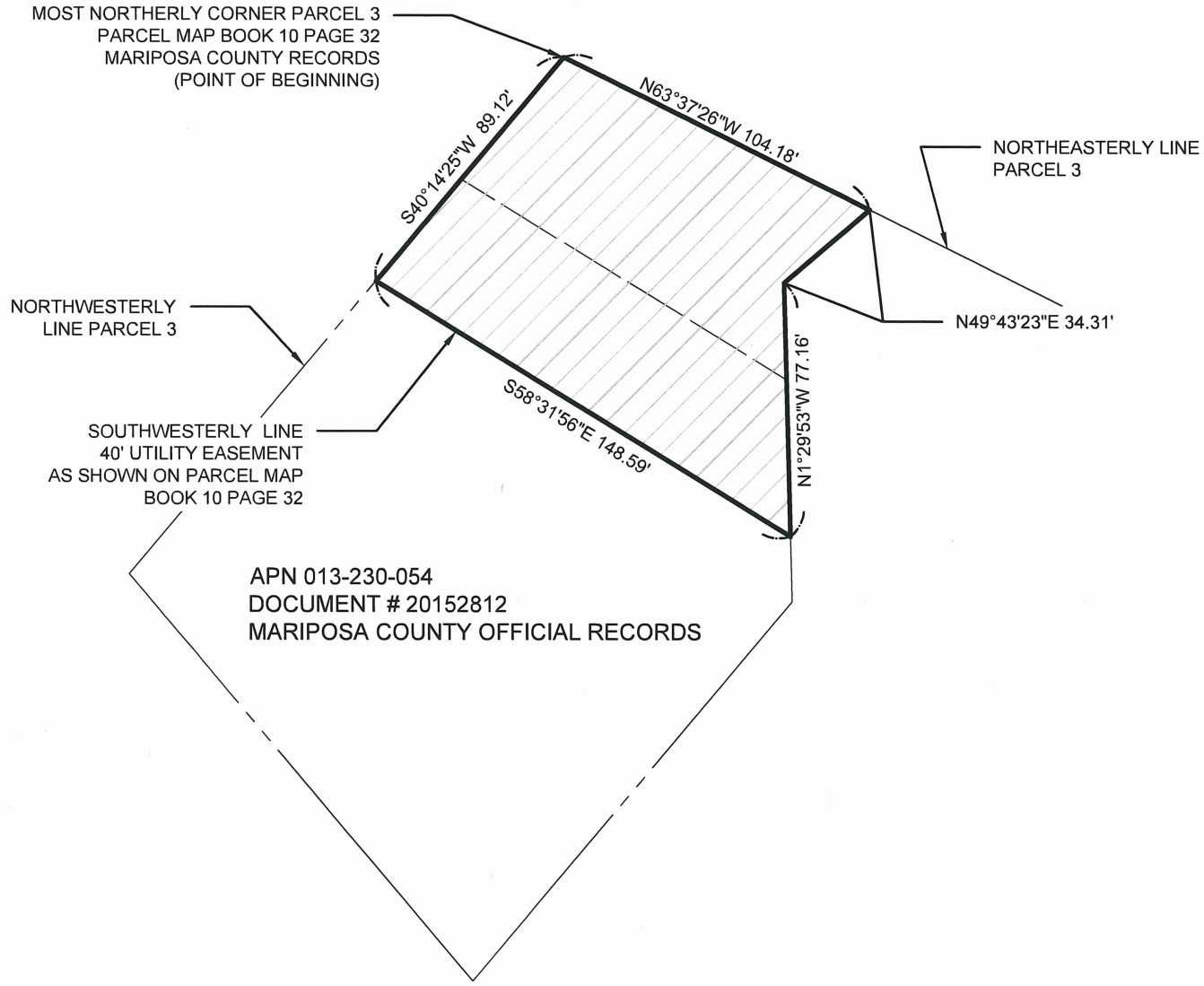


Date Signed 07/08/2024

Exhibit "B"

Permanent Mariposa Creek Parkway Easement
Plat Map

EXHIBIT "B"



LEGEND

EASEMENT AREA (0.25 AC +/-)

PROFESSIONAL LAND SURVEYOR
MARTY D. HARTWIG
No. 6612
STATE OF CALIFORNIA

DATE SIGNED: 07/08/02024

SCALE IN FEET

0 25 50 100

PROVOST& PRITCHARD
www.provostandpritchard.com

MARIPOSA COUNTY PARKWAY PHASE III

PERMANENT EASEMENT
MARIPOSA COUNTY

APN 013-230-054 (CLARK)

LAND SURVEYOR: M. HARTWIG
DATE: 07/05/2024
JOB NO: 154222001
SHEET 1 OF 1

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-527

MEETING: December 3, 2024

TO: The Board of Supervisors

FROM: Ryan Oliphant, Chief Probation Officer

RE: Approve the Submittal of a Grant Application to Assist in Providing Access and Transferring Health (PATH) Capacity-Building Funds to Support the Justice Involved Re-entry Initiative Round 3, which would Support the Planning and Implementation of Targeted Pre- and Post-Release Services to Individuals in State Prisons, County Jails, and Youth Correctional Facilities: and Authorize the Probation Chief to Sign the Application

---

RECOMMENDATION AND JUSTIFICATION

Approve the Submittal of a Grant Application to Assist in Providing Access and Transferring Health (PATH) Capacity-Building Funds to Support the Justice Involved Re-entry Initiative Round 3, which would Support the Planning and Implementation of Targeted Pre- and Post-Release Services to Individuals in State Prisons, County Jails, and Youth Correctional Facilities: and Authorize the Probation Chief to Sign the Application

The Board's approval of this Resolution will allow authorized personnel to submit an application for grant funds from the Department of Health Care Services (DHCS) under its California Advancing and Innovating Medi-Cal (CalAIM) 1115 Demonstration for Providing Access and Transferring Health (PATH) capacity-building funds to support the Justice Involved Re-entry Initiative.

The PATH Justice-Involved Re-entry Initiative capacity-building program will provide funding to support the planning and implementation of targeted pre and post-release services to individuals in state prisons, county jails, and youth correctional facilities who meet the eligibility criteria. This funding will also support the Probation Department in implementing links as required by AB 133. PATH funds will be available to support investments in personnel, capacity, and/or IT systems needed for collaborative planning and implementation to effectuate pre and post-release services.

BACKGROUND AND HISTORY OF BOARD ACTIONS

This is a new grant opportunity for PATH capacity-building funds to support the Justice Involved Re-entry Initiative Round 3. The Board has previously approved other departments to apply for similar grants.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the application and activities, the Probation Department will forego the anticipated $1,500,000 in grant funding available to serve justice-involved youth and adults re-entering society.

FINANCIAL IMPACT

None

ATTACHMENTS

None

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-528

MEETING: December 3, 2024

TO: The Board of Supervisors

FROM: Ryan Oliphant, Chief Probation Officer

RE: Approve an Agreement with Alliance for Community Transformations (Heritage House) for Client Programming and Drop-in Center Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

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RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Alliance for Community Transformations (Heritage House) for Client Programming and Drop-in Center Services; and Authorize the Board of Supervisors Chair to Sign the Agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Since 2011, as part of the Mariposa County AB109 Realignment Plan, the Alliance has contracted with the Probation Department for the services listed in the Scope of Work detailed in the Agreement. These include but are not limited to operating a drop-in center that provides access to showers, meals, and other support services. Heritage House also provides Court Mandated interventions such as the Batterer's Intervention, Anger Management, and Child Abuse Programs, as well as counseling services.

For the past several years, these contracted services were included in an annual Health and Human Services (HHS) Agreement with the Alliance that required HHS to bill the Probation Department for services to probationers. It was decided that tracking of the services being provided would be streamlined if Probation's portion of the HHS Agreement was removed from the HHS Agreement and that Probation would enter into its own Agreement with the Alliance.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

There would be less efficient delivery of services and accountability.

FINANCIAL IMPACT

There is no impact. The funding was included in the Community Corrections (AB109) non general fund budget for 2024-25.

ATTACHMENTS

1. **MHH Probation 24.25 Contract (002)**
2. **County of Mariposa COI**
3. **Certificate of Insurance Alliance**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

AGREEMENT WITH ALLIANCE TO PROVIDE HERITAGE HOUSE SERVICES FOR PROBATIONERS

THIS AGREEMENT ("Agreement") is made and entered into this_____day of_____, 20_, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Alliance for Community Transformations ("Contractor"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2024 and terminate on June 30, 2025 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform Client Programming and Drop-in Center Services as described in Exhibit A, "Scope of Work," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $180,171 as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, or employees.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.

(3) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease.

(4) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than $1,000,000 per occurrence or claim, $3,000,000 aggregate.

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

B. OTHER INSURANCE PROVISIONS

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

(1) Additional Insured Status: County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 forms if a later edition is used).

(2) Primary Coverage: For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance with respect to Contractor's negligent performance of the services as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with at least thirty (30) calendar days' notice to County.

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

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County. County may require Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(6) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to County.

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all negligent or willful acts or omissions of Contractor or its officers, agents, or employees in rendering services under this Agreement; excluding however such liability, claims, losses, damages, or expenses arising from County's sole negligence or willful acts.

6. INDEPENDENT CONTRACTOR

It is the expressed 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.

7. 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 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.

8. 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.

9. AUDITS AND INSPECTIONS

Contractor shall at any time during business hours, and as often as County may deem necessary, make available to County for examination all of its records and data with respect to the matters covered by this Agreement. Contractor shall, upon the request of County, permit County to audit and inspect all of such records and data necessary to ensure Contractor's compliance with the terms of this Agreement. If compensation to be paid by County under this Agreement exceeds Ten Thousand Dollars ($10,000), Contractor shall be subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three (3) years after final payment under this Agreement. This section survives the termination of this Agreement.

10. ASSIGNMENT

It is understood and agreed that this Agreement contemplates personal performance by 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 Contractor under this Agreement will be permitted only with the express written consent of County.

11. NOTICE

Any and all notices, reports or other communications to be given to County or Contractor shall be given to the persons representing the respective parties at the following addresses:

CONTRACTOR:
Alliance for Community Transformations
PO Box 2075
Mariposa, CA 95338

COUNTY:
Mariposa County Probation Department,
Chief Probation Officer
County of Mariposa
PO Box 76
Mariposa, CA 95338

12. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinances and regulations applicable to Contractor's performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

13. PUBLIC RECORDS ACT

Contractor is aware that this Agreement and any documents provided to County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

14. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

15. ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

16. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination as set forth in Exhibit B.

B. Either party may terminate this Agreement for convenience upon 30 calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit B.

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

D. If County terminates this Agreement for default or material breach, then Contractor shall be liable for any reasonable costs in excess of the Agreement amount incurred by County in order to complete Exhibit A, "Scope of Work." In addition, Contractor understands and agrees that County may, in County's sole discretion, refuse to pay Contractor for that portion of Contractor's services which were performed by Contractor prior to the termination date and which remain unacceptable to County as of the termination date.

17. NO WAIVER

The failure to exercise any right to enforce any remedy contained in this Agreement shall not operate as to be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any other right or remedy herein contained.

18. DISPUTES

Should it become necessary for a party to this Agreement to bring an action in connection with this Agreement, the prevailing party in any such action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Mariposa, State of California.

19. CAPTIONS

The captions of this Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

20. NUMBER AND GENDER

In this Agreement, the neutral gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

21. MANDATORY AND PERMISSIVE

"Shall" is mandatory. "May" is permissive.

22. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

24. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

25. CONTROLLING LAW

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

26. AUTHORITY

Each party and each party's signatory warrant and represent that each has full authority and capacity to enter into this Agreement in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to this Agreement shall comply with all requirements of law, including capacity and authority to amend or modify this Agreement.

27. NEGOTIATED AGREEMENT

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so

with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

28. NO RELIANCE ON REPRESENTATIONS

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other

29. WARRANTY

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all work shall be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

30. FUNDING AVAILABILITY

It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal year covered under this Agreement does not appropriate sufficient funds for this Agreement, this Agreement shall terminate and be of no further force and effect upon the day notice is provided by County to Contractor of such event. Upon termination of this Agreement, County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement except for services rendered prior to such termination and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

If funding for any fiscal year is reduced or deleted by the County budget for purposes of this Agreement, the County shall have the option to either cancel this Agreement with no liability occurring to the County, except County must reimburse Contractor for services rendered prior to such reduction or modification of the County budget, or offer an amendment to this Agreement to Contractor to reflect the reduced amount.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

COUNTY OF MARIPOSA

_____
Miles Menetrey, Chair
Board of Supervisors

CONTRACTOR

_____
Monica Martinez, Executive Director
Alliance for Community Transformations

COUNTERSIGNED:
(Government Code §25103)

_____
Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem
County Counsel

Exhibit A

SCOPE OF WORK

I. Description of Services Alliance for Community Transformations, Mariposa Heritage House (MHH) Program, will provide the following services:

A. Operation of a drop-in center for homeless and underserved individuals:
- a. Facility will be open Monday-Friday weekly from 8am-5pm.
- b. MHH will be closed 4 days a year for staff meetings and training.
- c. Will provide information, referrals, and linkages to community services.
- d. Will provide individuals with access to shower facilities, meals, laundry facilities, group rooms, resting rooms, etc.

B. Provision of Court Mandated Programs including, but not limited to, Batterer's Intervention Program, Anger Management Program, and Child Abuse Intervention Program
- a. Documentation of the completion rate of each program
- b. Monthly Progress Reports filed with courts, as required by Penal Code;
- c. Will provide weekly attendance status

C. Provision of SUD treatment program supports both at MHH and at the Detention Center to include:
- a. Linkage and transportation to placement
- b. Peer Counseling for relapse prevention or to link to treatment.
- c. Addiction Recovery Supports
- d. Case Management, as indicated
- e. Referrals to other services

N. Identify PRCS or 1170 clients as referred through probation
- a. Provide every identified client with a needs-assessment
  - i. Provide referrals as needed and coordinate with probation officer
- b. If transportation is indicated as a need, provide or arrange for transportation of the client
- c. Provide relapse prevention planning and counseling, assist the client with entering treatment if indicated.
- d. Case Management, as indicated
- e. Refer the client to Substance Use Disorder treatment at the county, if indicated.
- f. Provide client case number or signature on all receipts of merchandise or services purchased for a particular client.

Reporting/Invoicing

Submit detailed invoices and receipts of exact costs to be paid by Mariposa County Probation Department by the 15th of every month with the exception of the last invoice of the fiscal year being submitted no later than July 30. See Exhibit C for reporting requirements.

Exhibit B
Cost Proposal
Mariposa Heritage House/Probation Contract Budget
July 1, 2024 - June 30, 2025

Personnel Narrative	Personnel Calculation		
Program Director 1: Oversees staff, works with community partners, manages grants and daily operations at Mariposa Heritage House (MHH)	Average of $6,530.67 per month x 12 months x 18.3112%	$	14,350
Program Coordinator 1: Oversees specific MHH staff, supervises direct services, manages grants, data collection, and daily operations at MHH.	Average of $5,629.83 per month x 12 months x 16.771%	$	11,330
Systems Specialist: Supports on site systems, data entry & tracking at MHH	Average of $29.19 per hour x 2.005 hours per week x 52 weeks x 100%	$	3,043
SUD Counselor 5.1: Facilitates daily programming and SUD counseling at MHH	Average of $22.16 per hour x 40 hours/week x 52 weeks x 46.981%	$	21,655
Group Facilitation Program Specialist 8: facilitates daily programming and classes at MHH, including BIP and CAIP	Average of $21.52 per hour x 40 hours/week x 52 weeks x 81.8224%	$	36,625
Program Aide 2: assists with daily programming at MHH, fills in for other staff when needed	Average of $21.15 per hour x 40 hours per week x 52 weeks x 12.8432%	$	5,650
Overtime: cost of hourly staff's overtime when necessary, including meal premium payments.	Average rate of $35.27 per hour x .89965 hours of overtime per week x 52 weeks x 100%	$	1,650
Personnel subtotal		*$*	*94,303*
Employee Benefits - 23% of staff time	$94,303 x 23%	$	21,690
Personnel total		$	115,993
Operating Narrative	Operating Calculation		
Fees: Live scan fees for new staff, SafeServ certifications for staff to serve food, etc	$31.83 per month x 12 months x 50%	$	191
Advertising: Cost to promote job openings due to staff turnover & purchase business cards for staff to do outreach.	$100 annually x 50%	$	50
Memberships: Cost of annual memberships such as CCAPP.	$960 annually x 50%	$	480
Professional Fees: Cost of fees for professional services such as pest control, alarm company.	$2,754 annually x 50%	$	1,377

Training Fees/Supplies: Cost for staff training on trauma informed skills, local resources, etc. These costs include items such as workbooks or class fees.	$2,842 annually x 50%	$ 1,421
Office Supplies: Paper, pens, binders, files, notebooks and other needed office supplies.	$489.50 per month x 12 months x 50%	$ 2,937
Food: Food for served meals at the MHH drop in center.	$645.83 per month x 12 months x 50%	$ 3,875
Laundry: Cost for participants to do laundry.	$125 per month x 12 months x 50%	$ 750
Printing/copying: Cost of monthly printing and copying at MHH.	$435 per month x 12 months x 50%	$ 2,610
Travel/Fleet Mileage: Mileage driven to provide MHH services.	10,567.164 miles annually x $0.67 cents/mile (IRS rate) x 49.99%	$ 3,539
Program Supplies: Supplies needed for MHH programming, services, classes, etc.	$600 per month x 12 months x 50%	$ 3,600
Assistance to Clients: Items to meet basic needs for clients including coats, shoes, bus tickets, assistance with vital record procurement, etc.	$125 per month x 12 months x 50%	$ 750
Office Rent: MHH office & drop in center rent.	$3,500 per month x 12 months x 23.810%	$ 10,000
MHH Utilities: Monthly utility costs including trash removal, electricity, propane, etc.	$1,580.67 per month x 12 months x 35.776%	$ 6,786
MHH Communications: Monthly phone/internet and cell phone expenses.	$683.42 per month x 12 months x 12.1935%	$ 1,000
Facility Repairs/Maintenance: Cost to repair and/or maintain drop in center in accordance with local health & safety standards. For example, minor unit repairs for kitchen, shower facilities, etc.	$2,000 annually x 25%	$ 500
Computer Equipment/Software: Cost of monthly timesheet tracking service for MHH staff and minor staff computer repairs.	$93.17 x 12 months x 63.683%	$ 712
Furniture: Cost to replace worn out furniture at MHH.	$500 annually x 20%	$ 100
Operating total		$ 40,678

Direct costs	Personnel + operating	$ 156,671
Indirect costs: Administrative costs including human resources, payroll, accounting, accounts payable/receiveable, benefit administration, agency databases, etc.	Total personnal & operating costs of $156,671 x 15%	$ 23,501
	Total requested funds:	$ 180,171

Exhibit C

Reporting Requirements

AB 109 Reporting	
Program Name: MHH	
Reporting Month:	
Data to Capture	**Totals**
Unduplicated needs assessments	
Unduplicated transportation services provided	
Unduplicated relapse prevention counseling	
Unduplicated Substance Use Disorder referrals	

Data To Capture	**Totals**
Unduplicated number of participants in the anger management program	
Unduplicated number of graduations from anger management	
Unduplicated number of participants in the BIP	
Unduplicated number of graduations from BIP	
Number of PRCS/1170 client initial needs assessments	
Unduplicated number of clients referred to treatment programs	

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/23/2024

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	CONTACT NAME: Certificate Department
Mindful Insurance Solutions, Inc 2043 Anderson RD Suite C Davis CA 95616	PHONE (A/C, No, Ext): 877-233-4437 Ext. 5 FAX (A/C, No): E-MAIL ADDRESS: certificates@mindfulins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Insurance Companies	23850
INSURER B : Insurance Company of the West (ICW)	27847
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Alliance for Community Transformations
PO Box 2075
Mariposa CA 95338

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		PHPK2573531-004	7/1/2024	7/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			PHPK2573531-004	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			PHUB871336-004	7/1/2024	7/1/2025	EACH OCCURRENCE AGGREGATE 	$ 1,000,000 $ 1,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WSA 5072319 01	7/17/2024	7/17/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	1,000,000 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability			PHPK2573531-004	7/1/2024	7/1/2025	Limit: $1,000,000/$3,000,000	
A	Abusive Conduct Liability			PHPK2573531-004	7/1/2024	7/1/2025	Limit: $1,000,000/$1,000,000	

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

Description of Operation on Acord 101

CERTIFICATE HOLDER

County of Mariposa
PO BOX 732
Mariposa CA 95338

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Mindful Insurance Solutions, Inc		Alliance for Community Transformations
POLICY NUMBER		PO Box 2075
PHPK2573531-004		
CARRIER	NAIC CODE	Mariposa, CA, 95338
Philadelphia Insurance Companies	23850	EFFECTIVE DATE: 7/1/2024

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

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

The County of Mariposa, its officials, employees and 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.
This Policy 'PHSD1808782-008' has Other Coverage 'Fiduciary Liability' With Limit '1,000,000'. Carrier: 'Philadelphia Insurance Companies', Effective Date: '07/01/2024', Expiration Date: '07/01/2025'.
This Policy 'PHPK2573531-004' has Other Coverage 'Professional Liability ' With Limit '1,000,000 / 3,000,000'. Carrier: 'Philadelphia Insurance Companies', Effective Date: '07/01/2024', Expiration Date: '07/01/2025'.
This Policy 'PHPK2573531-004' has Other Coverage 'Abusive Conduct Liability' With Limit '1,000,000 / 1,000,000'. Carrier: 'Philadelphia Insurance Companies', Effective Date: '07/01/2024', Expiration Date: '07/01/2025'.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s): County of Mariposa
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or

2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/26/2024

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	CONTACT NAME: Michelle Winchell
Mindful Insurance Solutions, Inc 2043 Anderson RD Suite C Davis CA 95616	PHONE (A/C, No, Ext): 877-233-4437 Ext. 5 FAX (A/C, No): E-MAIL ADDRESS: certificates@mindfulins.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Alliance for Community Transformations PO Box 2075 Mariposa CA 95338	INSURER A : Philadelphia Insurance Companies	23850
	INSURER B : Insurance Company of the West (ICW)	27847
	INSURER C : Lloyds Of London	15792
	INSURER D : Travelers Casualty and Surety Company of America (Crime Wra	31194
	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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		PHPK2573531-004	7/1/2024	7/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [ ] NON-OWNED AUTOS			PHPK2573531-004	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			PHUB871336-004	7/1/2024	7/1/2025	EACH OCCURRENCE AGGREGATE 	$ 1,000,000 $ 1,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WSA 5072319 01	7/17/2024	7/17/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	1,000,000 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	D&O Liability			PHSD1808782-008	7/1/2024	7/1/2025	Limit: $1,000,000	
A	Employment Practices			PHSD1808782-008	7/1/2024	7/1/2025	Limit: $1,000,000	

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

Description of Operation on Acord 101

CERTIFICATE HOLDER

Mariposa County
5100 Bullion St
Mariposa CA 95338-2411

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Mindful Insurance Solutions, Inc	Alliance for Community Transformations
POLICY NUMBER	PO Box 2075
PHPK2573531-004	
CARRIER / **NAIC CODE**	Mariposa, CA, 95338
Philadelphia Insurance Companies / 23850	**EFFECTIVE DATE:** 7/1/2024

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

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

Mariposa County is additional insured per policy wording attached.
This Policy 'PHSD1808782-008' has Other Coverage 'Fiduciary Liability' With Limit '1,000,000'. Carrier: 'Philadelphia Insurance Companies', Effective Date: '07/01/2024', Expiration Date: '07/01/2025'.
This Policy 'LV114CYLA240' has Other Coverage 'Cyber' With Limit '2,000,000'. Carrier: 'Lloyds Of London', Effective Date: '07/01/2024', Expiration Date: '07/01/2025'.
This Policy 'PHPK2573531-004' has Other Coverage 'Abusive Conduct Liability' With Limit '1,000,000 / 1,000,000'. Carrier: 'Philadelphia Insurance Companies', Effective Date: '07/01/2024', Expiration Date: '07/01/2025'.
This Policy '105734268' has Other Coverage 'Employee Fidelity' With Limit '1,275,000'. Carrier: 'Travelers Casualty and Surety Company of America (Crime Wrap)', Effective Date: '01/19/2024', Expiration Date: '01/19/2026'.
This Policy 'PHSD1808782-008' has Other Coverage 'Fiduciary Liability' With Limit '1,000,000'. Carrier: 'Philadelphia Insurance Companies', Effective Date: '07/01/2024', Expiration Date: '07/01/2025'.
This Policy 'LV114CYLA240' has Other Coverage 'Cyber' With Limit '2,000,000'. Carrier: 'Lloyds Of London', Effective Date: '07/01/2024', Expiration Date: '07/01/2025'.
This Policy 'PHPK2573531-004' has Other Coverage 'Professional Liability ' With Limit '1,000,000 / 3,000,000'. Carrier: 'Philadelphia Insurance Companies', Effective Date: '07/01/2024', Expiration Date: '07/01/2025'.
This Policy 'PHPK2573531-004' has Other Coverage 'Abusive Conduct Liability' With Limit '1,000,000 / 1,000,000'. Carrier: 'Philadelphia Insurance Companies', Effective Date: '07/01/2024', Expiration Date: '07/01/2025'.
This Policy '105734268' has Other Coverage 'Employee Fidelity' With Limit '1,275,000'. Carrier: 'Travelers Casualty and Surety Company of America (Crime Wrap)', Effective Date: '01/19/2024', Expiration Date: '01/19/2026'.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s): Mariposa County
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or

2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-529

MEETING: December 3, 2024

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve a Sixth Amendment for a Name Change from Quincy Engineering to Consor North America, Inc.; Extend the Term of the Agreement to December 31, 2027 for Dogtown Road Over Maxwell Creek Bridge Replacement (40C0038); and Authorize the Board of Supervisors Chair to Sign the Amendment

---

RECOMMENDATION AND JUSTIFICATION

Approve a Sixth Amendment for a Name Change from Quincy Engineering to Consor North America, Inc.; Extend the Term of the Agreement to December 31, 2027 for Dogtown Road Over Maxwell Creek Bridge Replacement (40C0038); and Authorize the Board of Supervisors Chair to Sign the Amendment.

Staff has successfully completed the environmental documents for both NEPA (National Environmental Policy Act) and CEQA (California Environmental Quality Act) necessary for the replacement of the existing bridge. Currently, right-of-way discussions with stakeholders are ongoing to ensure the project moves forward smoothly.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On December 21, 2021, Resolution 2021-684, the Board approved the Fifth Amendment to extend the term of the Agreement to December 31, 2024, add to the scope of services, and increase compensation in the amount of $15,000 for a total amount not to exceed $539,000.

On December 11, 2018, Resolution 2018-595, approved the Fourth Amendment to extend the term of the Agreement to December 31, 2021.

On April 11, 2017, Resolution 2017-201, approved the Third Amendment to extend the term of the Agreement to December 31, 2018.

On March 8, 2016, Resolution 2016-117, approved the Second Amendment to extend the term of the Agreement to December 31, 2017.

On January 6, 2015, Resolution 2015-14, approved the First Amendment to extend the term of the Agreement to December 31, 2015.

On October 15, 2013, Resolution 2013-459, authorized Public Works to enter into two Agreements with Quincy Engineering for bridge design for two bridges on Dogtown Road.

On May 28, 2013, Resolution 2013-205, approved a Program Supplement with Caltrans.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, the County risks losing its HBP funding.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Sixth Amendment _Dogtown Rd #40C0038**
2. **Agreement_2021-684**
3. **Agreement_2018-595**
4. **Agreement_2017-201**
5. **Agreement_2016-117**
6. **Agreement_2015-014-40C0038**
7. **Resolution_2013-205_**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

SIXTH AMENDMENT TO AGREEMENT FOR BRIDGE REHABILITATION AND REPLACEMENT FOR DOGTOWN ROAD OVER MAXWELL CREEK BRIDGE 40C0038

THIS SIXTH AMENDMENT TO AGREEMENT FOR BRIDGE REHABILITATION AND REPLACEMENT FOR DOGTOWN ROAD OVER MAXWELL CREEK BRIDGE (40C0038), is made and entered into this _____ day of December 2024, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and Consor North America, Inc., hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated October 15, 2013, wherein Contractor agreed to provide engineering services for bridge rehabilitation and replacement for Dogtown Road over Maxwell Creek Bridge; and

WHEREAS, County and Contractor entered into the First Amendment on December 6, 2015, to extend the term of the agreement to December 31, 2015, and

WHEREAS, County and Contractor entered into the Second Amendment on March 8, 2016, to extend the term of the agreement to December 31, 2017, and

WHEREAS, County and Contractor entered into the Third Amendment on April 11, 2017 to extend the term of the agreement to December 31, 2018, expand the scope of services, and increase compensation by Three Hundred and Fifty-Eight Thousand Dollars ($358,000) for a total not to exceed amount of Five Hundred Twenty-Four Thousand Dollard ($524,00), and

WHEREAS, County and Contractor entered into the Fourth Amendment on December 11, 2018, to extend the term of the agreement to December 31, 2021, and

WHEREAS, County and Contractor entered into the Fifth Amendment on December 21, 2021, to extend the term of the agreement to December 31, 2024, expand the scope of services, and increase compensation

WHEREAS, County and Contractor desire to amend said Agreement to extend the term of the agreement to December 31, 2027;

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

1. "CONTRACTOR", is hereby amended to reference Consor North America, Inc.

2. Paragraph 1, "TERM," is hereby amended to extend the term of the Agreement to December 31, 2027.

Except as herein amended, the Agreement dated October 15, 2013 together with the First Amendment dated January 6, 2015, the Second Amendment dated March 8, 2016, Third Amendment dated April 11, 2017, Fourth Amendment dated December 11, 2018 and the Fifth Amendment dated December 21, 2021 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
_____	_____
Miles Menetrey, Chair Board of Supervisors	Consor North America, 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): 11/01/2024

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 MARSH USA LLC. 1225 17TH STREET, SUITE 1300 DENVER, CO 80202-5534 CN144764051--GAUWP-23-24	**CONTACT NAME:** **PHONE (A/C, No. Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED Consor North America, Inc 6505 Waterford District Drive, Suite 470 Miami, FL 33126	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Continental Casualty Company — 20443 **INSURER B :** N/A — N/A **INSURER C :** National Fire Insurance Company — 20478 **INSURER D :** Axis Surplus Insurance Company — 26620 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** SEA-004054684-01 **REVISION NUMBER:** 1

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			7036360752	12/31/2023	12/31/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 1,000,000 15,000 1,000,000 2,000,000 2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] HIRED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] NON-OWNED AUTOS ONLY			BUA 7036360766	12/31/2023	12/31/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	2,000,000
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $	
C C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 7 36465081 (AOS) WC 7 36441749 (CA)	12/31/2023 12/31/2023	12/31/2024 12/31/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000
D	Prof & Environmental Liability			EBZ634816/01/2023 (Ded:$500,000)	12/31/2023	12/31/2024	Per Claim Aggregate		1,000,000 1,000,000

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

RE: Maxwell Creek Bridge on Dogtown Road (Bridge No. 40C0038); Consor Project No. N13M191CA.00

Mariposa County, its officers, employees, volunteers and agents are included as additional insured where required by written contract with respect to general and auto liability. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured subject to policy terms and conditions with respect to general and auto liability.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

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MARIPOSA COUNTY

Public Works ▪ 209-966-2498

RESOLUTION - ACTION REQUESTED 2021-684

MEETING: December 21, 2021

TO: The Board of Supervisors

FROM: Shannon Hansen, Interim Director of Public Works & Transportation

RE: Approve 5Th Amendment with Quincy Eng for Dogtown Rd Bridge #38

RECOMMENDATION AND JUSTIFICATION:
Approve 5Th Amendment with Quincy Engineering for Dogtown Rd Bridge #38 to Extend the Term of Agreement, Add to the Scope of Service, and Increase Compensation in the Amount of $15,000 for a Total Amount Not to Exceed $539,000; and Authorize the Board of supervisors Chair to Sign the Amendment.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The County recently complete environmental clearance of the Dogtown Road over Maxwell Creek (Bridge No. 40C0038) with NEPA CE issued July 2021. Right-of-way acquisition and final design of the project is pending Caltrans approval. NEPA and CEQA clearances took longer than initially anticipated and a contract extension is required. During Summer 2021, Caltrans Local Assistance informed the County that the bridge width would need to be decreased to 20 ft clear width. Concrete barriers also need to be updated to new standards. Construction of the bridge is anticipated in Summer 2023 if funding is made available. 100% of these costs are reimbursable in the Highway Bridge Program.

On December 11, 2018 Resolution 2018-595 the Board approved to extend the term of the Agreement to December 31, 2021.
On April 11, 2017 Resolution 2017-201 authorized to extend the term of the Agreement to December 31, 2018.
On March 8, 2016 Resolution 2016-117 authorized to extend the term of the Agraeement to December 31, 2017.
On January 6, 2015, Resolution #2015-14 authorized to extend the term of the Agreement to December 31, 2015.
On October 15, 2013, Resolution #2013-459 authorized Public Works to enter into two Agreements with Quincy Engineering for bridge design for two bridges on Dogtown Road.
On May 28, 2013 the Board approved a Program Supplement with Caltrans for these three bridges.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, the Agreement will expire.

REF ID# 12454 JD

FINANCIAL IMPACT:
No Financial Impact

ATTACHMENTS:
Quincy 5th amd #38 (PDF)
Quincy 4th amd #38 (PDF)
Quincy 3rd amd #38 (PDF)
Quincy 2nd amd #38 (PDF)
Quincy 1st amd #38 (PDF)
Contract Quincy 40C0038 (PDF)
Dogtown 40C0038 Attachment A - Amendment 5 Request Letter2021.12 (PDF)
Dogtown 40C0038 Attachment B - Exhibit B 10.H2 Billing Rates2021 (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Miles Menetrey, District V Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

FIFTH AMENDMENT TO AGREEMENT FOR BRIDGE REHABILITATION AND REPLACEMENT FOR DOGTOWN ROAD OVER MAXWELL CREEK BRIDGE #40C0038

THIS FIFTH AMENDMENT TO AGREEMENT FOR BRIDGE REHABILITATION AND REPLACEMENT FOR DOGTOWN ROAD OVER MAXWELL CREEK BRIDGE #40C0038 is made and entered into this 21st day of December, 2021, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as **"County,"** and Quincey Engineering, hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated October 15, 2013, wherein **Contractor** agreed to provide engineering services for bridge rehabilitation and replacement for Dogtown Road over Maxwell Creek Bridge; and

WHEREAS, County and **Contractor** entered into the First Amendment on December 6, 2015 to extend the term of the agreement to December 31, 2015, and

WHEREAS, County and **Contractor** entered into the Second Amendment on March 8, 2016 to extend the term of the agreement to December 31, 2017, and

WHEREAS, County and **Contractor** entered into the Third Amendment on April 11, 2017 to extend the term of the Agreement, expand the scope of services, and increase compensation, and

WHEREAS, County and **Contractor** entered into a Fourth Amendment on December 11, 2018 to extend the term of the Agreement, and

WHEREAS, County and **Contractor** desire to amend said Agreement to extend the term of the Agreement to December 31, 2024, expand the scope of services and increase compensation to be provided to **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, 2024.

2. Paragraph 3.01, "SCOPE OF SERVICES" is hereby amended to expand the Scope of Services as described in Exhibit A.

3. Paragraph 4.01 "COMPENSATION" is hereby amended to increase compensation by Fifteen Thousand Dollard ($15,000) for a total Not to Exceed amount of Five Hundred Thirty-Nine Thousand Dollars ($539,000) and to provide that the Contractor agrees to be reimbursed for hours worked at the hourly rates specified in Exhibit B, "10-H2 Specific Rate of Compensation." The specified hourly rates shall include direct salary costs, employee

benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this agreement.

4. Except as herein amended, the agreement dated October 15, 2013 together with the First Amendment dated January 6, 2015, the Second Amendment dated March 8, 2016, the Third Amendment dated April 11, 2017 and the Fourth Amendment dated December 11, 2018 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:

634F4BD49C5
Marshall Long
ZorroSign

Marshall Long, Chair
Mariposa County Board of Supervisors

CONTRACTOR:

634F4B[illegible]
R. Brent Lem
ZorroSign

Quincy Engineering

ATTEST:

634F4BD49CF
René LaRoche
ZorroSign

RENE LAROCHE
Clerk of the Board

APPROVED AS TO FORM:

634F4BD49BB
Steven W. Dahlem
ZorroSign

STEVEN W. DAHLEM
County Counsel

10-H2 COST PROPOSAL Page 1 of 6

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant: Quincy Engineering, Inc. ☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Client: Mariposa County

Project: Dogtown Road Bridge (40C0038) over Maxwell Creek Contract No. TBD Participation Amount $ Date: 10/8/2021

For Combined Rate	Fringe Benefit % + General &Administrative %	=	163.90%	Combined ICR%
	OR			
For Home Office Rate	Fringe Benefit % + General &Administrative %	=		Home Office %
For Field Office Rate	Fringe Benefit % + General &Administrative %	=		Field Office %
	Fee	=	10	%

BILLING INFORMATION / CALCULATION INFORMATION

Name/Job Title/Classification[1]	Hourly Billing Rates[2] Straight	OT(1.5x)	OT(2x)	Effective date of hourly rate From	To	Actual or Avg. hourly rate[4]	% or $ increase	Hourly range - for classifications only
Mark Reno - Project Manager* Principal Engineer	$287.39	N/A	N/A	7/1/2021	12/31/2021	$99.00		
	$297.45	N/A	N/A	1/1/2022	12/31/2022	$102.47	3.50%	
	$307.86	N/A	N/A	1/1/2023	12/31/2023	$106.05	3.50%	N/A
	$320.17	N/A	N/A	1/1/2024	12/31/2024	$110.29	4.00%	
	$332.98	N/A	N/A	1/1/2025	12/31/2025	$114.71	4.00%	
Robert Ferguson - Project Engineer* Project Manager/Senior Engineer	$203.20	N/A	N/A	7/1/2021	12/31/2021	$70.00		
	$210.32	N/A	N/A	1/1/2022	12/31/2022	$72.45	3.50%	
	$217.68	N/A	N/A	1/1/2023	12/31/2023	$74.99	3.50%	N/A
	$226.38	N/A	N/A	1/1/2024	12/31/2024	$77.99	4.00%	
	$235.44	N/A	N/A	1/1/2025	12/31/2025	$81.10	4.00%	
Scott McCauley - Project Engineer* Project Manager/Senior Engineer	$214.81	N/A	N/A	7/1/2021	12/31/2021	$74.00		
	$222.33	N/A	N/A	1/1/2022	12/31/2022	$76.59	3.50%	
	$230.11	N/A	N/A	1/1/2023	12/31/2023	$79.27	3.50%	N/A
	$239.32	N/A	N/A	1/1/2024	12/31/2024	$82.44	4.00%	
	$248.89	N/A	N/A	1/1/2025	12/31/2025	$85.74	4.00%	
Matthew Vaggione - Project Engineer Senior Engineer	$195.39	N/A	N/A	7/1/2021	12/31/2021	$67.31		
	$203.21	N/A	N/A	1/1/2022	12/31/2022	$70.00	4.00%	
	$211.34	N/A	N/A	1/1/2023	12/31/2023	$72.80	4.00%	N/A
	$219.79	N/A	N/A	1/1/2024	12/31/2024	$75.71	4.00%	
Greg Young - Project Engineer Senior Engineer	$243.84	N/A	N/A	7/1/2021	12/31/2021	$84.00		
	$252.38	N/A	N/A	1/1/2022	12/31/2022	$86.94	3.50%	
	$261.21	N/A	N/A	1/1/2023	12/31/2023	$89.98	3.50%	N/A
	$271.66	N/A	N/A	1/1/2024	12/31/2024	$93.58	4.00%	
	$282.53	N/A	N/A	1/1/2025	12/31/2025	$97.33	4.00%	
Bryan Stone - Project Engineer Senior Engineer	$179.98	N/A	N/A	7/1/2021	12/31/2021	$62.00		
	$186.28	N/A	N/A	1/1/2022	12/31/2022	$64.17	3.50%	
	$192.80	N/A	N/A	1/1/2023	12/31/2023	$66.42	3.50%	N/A
	$200.51	N/A	N/A	1/1/2024	12/31/2024	$69.07	4.00%	
	$208.53	N/A	N/A	1/1/2025	12/31/2025	$71.84	4.00%	
Kelly Gallagher - Specifications Senior Engineer	$237.25	N/A	N/A	7/1/2021	12/31/2021	$81.73		
	$245.56	N/A	N/A	1/1/2022	12/31/2022	$84.59	3.50%	
	$254.15	N/A	N/A	1/1/2023	12/31/2023	$87.55	3.50%	N/A
	$264.32	N/A	N/A	1/1/2024	12/31/2024	$91.05	4.00%	
	$274.89	N/A	N/A	1/1/2025	12/31/2025	$94.70	4.00%	
Brent Lemon - Project Manager* Principal Engineer	$290.29	N/A	N/A	7/1/2021	12/31/2021	$100.00		
	$300.45	N/A	N/A	1/1/2022	12/31/2022	$103.50	3.50%	
	$310.97	N/A	N/A	1/1/2023	12/31/2023	$107.12	3.50%	N/A
	$323.40	N/A	N/A	1/1/2024	12/31/2024	$111.41	4.00%	
	$336.34	N/A	N/A	1/1/2025	12/31/2025	$115.86	4.00%	
Dace Morgan - Project Engineer Senior Engineer	$218.50	N/A	N/A	7/1/2021	12/31/2021	$75.27		
	$226.15	N/A	N/A	1/1/2022	12/31/2022	$77.90	3.50%	
	$234.06	N/A	N/A	1/1/2023	12/31/2023	$80.63	3.50%	N/A
	$243.43	N/A	N/A	1/1/2024	12/31/2024	$83.86	4.00%	
	$253.16	N/A	N/A	1/1/2025	12/31/2025	$87.21	4.00%	

BILLING INFORMATION | CALCULATION INFORMATION

Name/Job Title/Classification[1]	Hourly Billing Rates[2]			Effective date of hourly rate		Actual or Avg. hourly rate[4]	% or $ increase	Hourly range - for classifications only
	Straight	OT (1.5x)	OT (2x)	From	To			
N. Leland Mason - Constructability Review/Specifications Senior Engineer	$232.23	N/A	N/A	7/1/2021	12/31/2021	$80.00		
	$240.36	N/A	N/A	1/1/2022	12/31/2022	$82.80	3.50%	
	$248.77	N/A	N/A	1/1/2023	12/31/2023	$85.70	3.50%	N/A
	$258.72	N/A	N/A	1/1/2024	12/31/2024	$89.13	4.00%	
	$269.07	N/A	N/A	1/1/2025	12/31/2025	$92.69	4.00%	
Ramon Montes de Oca - Constructability Review Senior Engineer	$209.01	N/A	N/A	7/1/2021	12/31/2021	$72.00		
	$216.32	N/A	N/A	1/1/2022	12/31/2022	$74.52	3.50%	
	$223.90	N/A	N/A	1/1/2023	12/31/2023	$77.13	3.50%	N/A
	$232.85	N/A	N/A	1/1/2024	12/31/2024	$80.21	4.00%	
	$242.17	N/A	N/A	1/1/2025	12/31/2025	$83.42	4.00%	
Paul Sipple - Constructability Review Senior Engineer	$235.13	N/A	N/A	7/1/2021	12/31/2021	$81.00		
	$243.36	N/A	N/A	1/1/2022	12/31/2022	$83.84	3.50%	
	$251.88	N/A	N/A	1/1/2023	12/31/2023	$86.77	3.50%	N/A
	$261.96	N/A	N/A	1/1/2024	12/31/2024	$90.24	4.00%	
	$272.44	N/A	N/A	1/1/2025	12/31/2025	$93.85	4.00%	
Mike Sanchez - Senior Engineer	$211.91	N/A	N/A	7/1/2021	12/31/2021	$73.00		
	$219.33	N/A	N/A	1/1/2022	12/31/2022	$75.56	3.50%	
	$227.01	N/A	N/A	1/1/2023	12/31/2023	$78.20	3.50%	N/A
	$236.09	N/A	N/A	1/1/2024	12/31/2024	$81.33	4.00%	
	$245.53	N/A	N/A	1/1/2025	12/31/2025	$84.58	4.00%	
Carolyn Davis - Senior Project Manager/Project Engineer	$261.26	N/A	N/A	7/1/2021	12/31/2021	$90.00		
	$270.41	N/A	N/A	1/1/2022	12/31/2022	$93.15	3.50%	
	$279.87	N/A	N/A	1/1/2023	12/31/2023	$96.41	3.50%	N/A
	$291.06	N/A	N/A	1/1/2024	12/31/2024	$100.27	4.00%	
	$302.71	N/A	N/A	1/1/2025	12/31/2025	$104.28	4.00%	
Juan Cruz - Associate Engineer	$170.26	N/A	N/A	7/1/2021	12/31/2021	$58.65		
	$176.21	N/A	N/A	1/1/2022	12/31/2022	$60.70	3.50%	
	$182.38	N/A	N/A	1/1/2023	12/31/2023	$62.83	3.50%	N/A
	$189.68	N/A	N/A	1/1/2024	12/31/2024	$65.34	4.00%	
	$197.26	N/A	N/A	1/1/2025	12/31/2025	$67.95	4.00%	
Krassimir Panayotov - Associate Engineer	$179.11	N/A	N/A	7/1/2021	12/31/2021	$61.70		
	$185.38	N/A	N/A	1/1/2022	12/31/2022	$63.86	3.50%	
	$191.87	N/A	N/A	1/1/2023	12/31/2023	$66.09	3.50%	N/A
	$199.54	N/A	N/A	1/1/2024	12/31/2024	$68.74	4.00%	
	$207.52	N/A	N/A	1/1/2025	12/31/2025	$71.49	4.00%	
Andrew Mitchell - Associate Engineer Specifications*	$184.91	N/A	N/A	7/1/2021	12/31/2021	$63.70		
	$191.39	N/A	N/A	1/1/2022	12/31/2022	$65.93	3.50%	
	$198.09	N/A	N/A	1/1/2023	12/31/2023	$68.24	3.50%	N/A
	$206.01	N/A	N/A	1/1/2024	12/31/2024	$70.97	4.00%	
	$214.25	N/A	N/A	1/1/2025	12/31/2025	$73.81	4.00%	
Carl Hughes - Associate Engineer	$138.90	N/A	N/A	7/1/2021	12/31/2021	$47.85		
	$143.77	N/A	N/A	1/1/2022	12/31/2022	$49.52	3.50%	
	$148.80	N/A	N/A	1/1/2023	12/31/2023	$51.26	3.50%	N/A
	$154.75	N/A	N/A	1/1/2024	12/31/2024	$53.31	4.00%	
	$160.94	N/A	N/A	1/1/2025	12/31/2025	$55.44	4.00%	
Seth Irish - Surveying** Right-of-Way Engineering*	$232.23	N/A	N/A	7/1/2021	12/31/2021	$80.00		
	$240.36	N/A	N/A	1/1/2022	12/31/2022	$82.80	3.50%	
	$248.77	N/A	N/A	1/1/2023	12/31/2023	$85.70	3.50%	N/A
	$258.72	N/A	N/A	1/1/2024	12/31/2024	$89.13	4.00%	
	$269.07	N/A	N/A	1/1/2025	12/31/2025	$92.69	4.00%	
Alfonso Dabu - Survey Tech	$133.24	$199.86	$266.49	7/1/2021	12/31/2021	$45.90		
	$137.91	$206.86	$275.81	1/1/2022	12/31/2022	$47.51	3.50%	
	$142.73	$214.10	$285.47	1/1/2023	12/31/2023	$49.17	3.50%	N/A
	$148.44	$222.66	$296.89	1/1/2024	12/31/2024	$51.14	4.00%	
	$154.38	$231.57	$308.76	1/1/2025	12/31/2025	$53.18	4.00%	

(Add pages as necessary)

BILLING INFORMATION | CALCULATION INFORMATION

Name/Job Title/Classification[1]	Hourly Billing Rates[2]			Effective date of hourly rate		Actual **or** Avg. hourly rate[4]	% or $ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Kevin Williams - Assistant Engineer I	$107.41	$161.11	$214.81	7/1/2021	12/31/2021	$37.00		
	$111.17	$166.75	$222.33	1/1/2022	12/31/2022	$38.30	3.50%	
	$115.06	$172.59	$230.11	1/1/2023	12/31/2023	$39.64	3.50%	N/A
	$119.66	$179.49	$239.32	1/1/2024	12/31/2024	$41.22	4.00%	
	$124.45	$186.67	$248.89	1/1/2025	12/31/2025	$42.87	4.00%	
Kevin Beltran - Assistant Engineer I	$92.89	$139.34	$185.79	7/1/2021	12/31/2021	$32.00		
	$96.14	$144.22	$192.29	1/1/2022	12/31/2022	$33.12	3.50%	
	$99.51	$149.26	$199.02	1/1/2023	12/31/2023	$34.28	3.50%	N/A
	$103.49	$155.23	$206.98	1/1/2024	12/31/2024	$35.65	4.00%	
	$107.63	$161.44	$215.26	1/1/2025	12/31/2025	$37.08	4.00%	
Mason Dambacher - Intern	$55.16	$82.73	$110.31	7/1/2021	12/31/2021	$19.00		
	$57.09	$85.63	$114.17	1/1/2022	12/31/2022	$19.67	3.50%	
	$59.08	$88.63	$118.17	1/1/2023	12/31/2023	$20.35	3.50%	N/A
	$61.45	$92.17	$122.89	1/1/2024	12/31/2024	$21.17	4.00%	
	$63.90	$95.86	$127.81	1/1/2025	12/31/2025	$22.01	4.00%	
Brent Hanson - Assistant Engineer I	$107.41	$161.11	$214.81	7/1/2021	12/31/2021	$37.00		
	$111.17	$166.75	$222.33	1/1/2022	12/31/2022	$38.30	3.50%	
	$115.06	$172.59	$230.11	1/1/2023	12/31/2023	$39.64	3.50%	N/A
	$119.66	$179.49	$239.32	1/1/2024	12/31/2024	$41.22	4.00%	
	$124.45	$186.67	$248.89	1/1/2025	12/31/2025	$42.87	4.00%	
Ashley Hansen - Assistant Engineer I	$103.60	$155.41	$207.21	7/1/2021	12/31/2021	$35.69		
	$107.23	$160.85	$214.46	1/1/2022	12/31/2022	$36.94	3.50%	
	$110.98	$166.48	$221.97	1/1/2023	12/31/2023	$38.23	3.50%	N/A
	$115.42	$173.13	$230.85	1/1/2024	12/31/2024	$39.76	4.00%	
	$120.04	$180.06	$240.08	1/1/2025	12/31/2025	$41.35	4.00%	
Inessa Toropov - Assistant Engineer I	$97.60	$146.39	$195.19	7/1/2021	12/31/2021	$33.62		
	$101.01	$151.52	$202.02	1/1/2022	12/31/2022	$34.80	3.50%	
	$104.55	$156.82	$209.09	1/1/2023	12/31/2023	$36.01	3.50%	N/A
	$108.73	$163.09	$217.46	1/1/2024	12/31/2024	$37.46	4.00%	
	$113.08	$169.62	$226.16	1/1/2025	12/31/2025	$38.95	4.00%	
Craig Polglase- Senior Engineering Tech	$181.81	N/A	N/A	7/1/2021	12/31/2021	$62.63		
	$188.17	N/A	N/A	1/1/2022	12/31/2022	$64.82	3.50%	
	$194.76	N/A	N/A	1/1/2023	12/31/2023	$67.09	3.50%	N/A
	$202.55	N/A	N/A	1/1/2024	12/31/2024	$69.77	4.00%	
	$210.65	N/A	N/A	1/1/2025	12/31/2025	$72.57	4.00%	
Bob Maechler - CAD Manager	$152.78	N/A	N/A	7/1/2021	12/31/2021	$52.63		
	$158.13	N/A	N/A	1/1/2022	12/31/2022	$54.47	3.50%	
	$163.66	N/A	N/A	1/1/2023	12/31/2023	$56.38	3.50%	N/A
	$170.21	N/A	N/A	1/1/2024	12/31/2024	$58.63	4.00%	
	$177.02	N/A	N/A	1/1/2025	12/31/2025	$60.98	4.00%	
Patrick Kenney - CAD Tech	$105.06	$157.58	$210.11	7/1/2021	12/31/2021	$36.19		
	$108.73	$163.10	$217.47	1/1/2022	12/31/2022	$37.46	3.50%	
	$112.54	$168.81	$225.08	1/1/2023	12/31/2023	$38.77	3.50%	N/A
	$117.04	$175.56	$234.08	1/1/2024	12/31/2024	$40.32	4.00%	
	$121.72	$182.58	$243.44	1/1/2025	12/31/2025	$41.93	4.00%	
Desiree Acol - Project Manager Assistant	$140.36	$210.53	$280.71	7/1/2021	12/31/2021	$48.35		
	$145.27	$217.90	$290.54	1/1/2022	12/31/2022	$50.04	3.50%	
	$150.35	$225.53	$300.70	1/1/2023	12/31/2023	$51.79	3.50%	N/A
	$156.37	$234.55	$312.73	1/1/2024	12/31/2024	$53.87	4.00%	
	$162.62	$243.93	$325.24	1/1/2025	12/31/2025	$56.02	4.00%	
Phyllis Jordan - Admin Assistant	$119.02	$178.53	$238.04	7/1/2021	12/31/2021	$41.00		
	$123.18	$184.78	$246.37	1/1/2022	12/31/2022	$42.44	3.50%	
	$127.50	$191.24	$254.99	1/1/2023	12/31/2023	$43.92	3.50%	N/A
	$132.60	$198.89	$265.19	1/1/2024	12/31/2024	$45.68	4.00%	
	$137.90	$206.85	$275.80	1/1/2025	12/31/2025	$47.50	4.00%	

(Add pages as necessary)

BILLING INFORMATION | CALCULATION INFORMATION

Name/Job Title/Classification[1]	Hourly Billing Rates[2]			Effective date of hourly rate		Actual or Avg. hourly rate[4]	% or $ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Principal Engineer / Principal-in-Charge	$263.87	N/A	N/A	7/1/2021	12/31/2021	$90.90		$70 - $120
	$273.11	N/A	N/A	1/1/2022	12/31/2022	$94.08	3.50%	$72 - $124
	$282.67	N/A	N/A	1/1/2023	12/31/2023	$97.37	3.50%	$75 $129
	$293.97	N/A	N/A	1/1/2024	12/31/2024	$101.27	4.00%	$78 - $134
	$305.73	N/A	N/A	1/1/2025	12/31/2025	$105.32	4.00%	$81 - $139
Associate Principal Engineer	$252.55	N/A	N/A	7/1/2021	12/31/2021	$87.00		$70 - $110
	$261.39	N/A	N/A	1/1/2022	12/31/2022	$90.05	3.50%	$72 - $114
	$270.54	N/A	N/A	1/1/2023	12/31/2023	$93.20	3.50%	$75 $118
	$281.36	N/A	N/A	1/1/2024	12/31/2024	$96.92	4.00%	$78 - $123
	$292.62	N/A	N/A	1/1/2025	12/31/2025	$100.80	4.00%	$81 - $127
Senior Engineer	$197.40	N/A	N/A	7/1/2021	12/31/2021	$68.00		$50 - $100
	$204.31	N/A	N/A	1/1/2022	12/31/2022	$70.38	3.50%	$52 - $104
	$211.46	N/A	N/A	1/1/2023	12/31/2023	$72.84	3.50%	$54 $107
	$219.92	N/A	N/A	1/1/2024	12/31/2024	$75.76	4.00%	$56 - $111
	$228.71	N/A	N/A	1/1/2025	12/31/2025	$78.79	4.00%	$58 - $116
Associate Engineer	$159.66	N/A	N/A	7/1/2021	12/31/2021	$55.00		$35 - $70
	$165.25	N/A	N/A	1/1/2022	12/31/2022	$56.93	3.50%	$36 - $72
	$171.03	N/A	N/A	1/1/2023	12/31/2023	$58.92	3.50%	$37 $75
	$177.87	N/A	N/A	1/1/2024	12/31/2024	$61.27	4.00%	$39 - $78
	$184.99	N/A	N/A	1/1/2025	12/31/2025	$63.73	4.00%	$41 - $81
Assistant Engineer I	$116.12	$174.17	$232.23	7/1/2021	12/31/2021	$40.00		$26 - $46
	$120.18	$180.27	$240.36	1/1/2022	12/31/2022	$41.40	3.50%	$27 - $48
	$124.39	$186.58	$248.77	1/1/2023	12/31/2023	$42.85	3.50%	$28 $49
	$129.36	$194.04	$258.72	1/1/2024	12/31/2024	$44.56	4.00%	$29 - $51
	$134.54	$201.80	$269.07	1/1/2025	12/31/2025	$46.35	4.00%	$30 - $53
Assistant Engineer II	$156.76	$235.13	$313.51	7/1/2021	12/31/2021	$54.00		$34 - $62
	$162.24	$243.36	$324.49	1/1/2022	12/31/2022	$55.89	3.50%	$35 - $64
	$167.92	$251.88	$335.84	1/1/2023	12/31/2023	$57.85	3.50%	$36 $66
	$174.64	$261.96	$349.28	1/1/2024	12/31/2024	$60.16	4.00%	$38 - $69
	$181.62	$272.44	$363.25	1/1/2025	12/31/2025	$62.57	4.00%	$39 - $72
Engineering Tech / Assistant	$101.60	$152.40	$203.20	7/1/2021	12/31/2021	$35.00		$25 - $45
	$105.16	$157.74	$210.32	1/1/2022	12/31/2022	$36.23	3.50%	$26 - $47
	$108.84	$163.26	$217.68	1/1/2023	12/31/2023	$37.49	3.50%	$27 $48
	$113.19	$169.79	$226.38	1/1/2024	12/31/2024	$38.99	4.00%	$28 - $50
	$117.72	$176.58	$235.44	1/1/2025	12/31/2025	$40.55	4.00%	$29 - $52
CAD Manager	$145.15	N/A	N/A	7/1/2021	12/31/2021	$50.00		$34 - $56
	$150.23	N/A	N/A	1/1/2022	12/31/2022	$51.75	3.50%	$35 - $58
	$155.48	N/A	N/A	1/1/2023	12/31/2023	$53.56	3.50%	$36 $60
	$161.70	N/A	N/A	1/1/2024	12/31/2024	$55.70	4.00%	$38 - $62
	$168.17	N/A	N/A	1/1/2025	12/31/2025	$57.93	4.00%	$39 - $65

(Add pages as necessary)

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification[1]	Hourly Billing Rates[2]			Effective date of hourly rate		Actual or Avg. hourly rate[4]	% or $ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
CAD Tech	$101.60	$152.40	$203.20			$35.00		$25 - $40
	$105.16	$157.74	$210.32			$36.23	3.50%	$26 - $41
	$108.84	$163.26	$217.68			$37.49	3.50%	$27 $43
	$113.19	$169.79	$226.38	1/1/2021	12/31/2021	$38.99	4.00%	$28 - $45
	$117.72	$176.58	$235.44	1/1/2022	12/31/2022	$40.55	4.00%	$29 - $46
	$122.43	$183.64	$244.86	1/1/2023	12/31/2023	$42.17	4.00%	$30 - $48
	$127.33	$190.99	$254.65	1/1/2024	12/31/2024	$43.86	4.00%	$31 - $50
Senior Engineering Tech	$159.66	N/A	N/A			$55 00		$33 - $65
	$165.25	N/A	N/A			$56.93	3.50%	$34 - $67
	$171.03	N/A	N/A			$58.92	3.50%	$35 $70
	$177.87	N/A	N/A	1/1/2021	12/31/2021	$61.27	4.00%	$37 - $72
	$184.99	N/A	N/A	1/1/2022	12/31/2022	$63.73	4.00%	$38 - $75
	$192.39	N/A	N/A	1/1/2023	12/31/2023	$66.27	4.00%	$40 - $78
	$200.08	N/A	N/A	1/1/2024	12/31/2024	$68.92	4.00%	$41 - $81
Student Assistant / Intern	$58.06	$87.09	$116.12			$20 00		$16 - $25
	$60.09	$90.14	$120.18			$20.70	3.50%	$17 - $26
	$62.19	$93.29	$124.39			$21.42	3.50%	$17 $27
	$64.68	$97.02	$129.36	1/1/2021	12/31/2021	$22.28	4.00%	$18 - $28
	$67.27	$100.90	$134.54	1/1/2022	12/31/2022	$23.17	4.00%	$19 - $29
	$69.96	$104.94	$139.92	1/1/2023	12/31/2023	$24.10	4.00%	$19 - $30
	$72.76	$109.14	$145.51	1/1/2024	12/31/2024	$25.06	4.00%	$20 - $31
Administrative Assistant / Support Staff	$119.02	$178.53	$238.04			$41 00		$15 - $52
	$123.18	$184.78	$246.37			$42.44	3.50%	$16 - $54
	$127.50	$191.24	$254.99			$43.92	3.50%	$16 $56
	$132.60	$198.89	$265.19	1/1/2021	12/31/2021	$45.68	4.00%	$17 - $58
	$137.90	$206.85	$275.80	1/1/2022	12/31/2022	$47.50	4.00%	$17 - $60
	$143.42	$215.12	$286.83	1/1/2023	12/31/2023	$49.40	4.00%	$18 - $63
	$149.15	$223.73	$298.30	1/1/2024	12/31/2024	$51.38	4.00%	$19 - $65
Associate Surveyor / Project Surveyor**	$130.63	N/A	N/A			$45 00		$37 - $67
	$135.20	N/A	N/A			$46.58	3.50%	$38 - $69
	$139.93	N/A	N/A			$48.21	3.50%	$40 $72
	$145.53	N/A	N/A	1/1/2021	12/31/2021	$50.13	4.00%	$41 - $75
	$151.35	N/A	N/A	1/1/2022	12/31/2022	$52.14	4.00%	$43 - $78
	$157.41	N/A	N/A	1/1/2023	12/31/2023	$54.22	4.00%	$45 - $81
	$163.70	N/A	N/A	1/1/2024	12/31/2024	$56.39	4.00%	$46 - $84
Survey Technician**	$116.12	$174.17	$232.23			$40 00		$29 - $50
	$120.18	$180.27	$240.36			$41.40	3.50%	$30 - $52
	$124.39	$186.58	$248.77			$42.85	3.50%	$31 $54
	$129.36	$194.04	$258.72	1/1/2021	12/31/2021	$44.56	4.00%	$32 - $56
	$134.54	$201.80	$269.07	1/1/2022	12/31/2022	$46.35	4.00%	$34 - $58
	$139.92	$209.88	$279.84	1/1/2023	12/31/2023	$48.20	4.00%	$35 - $60
	$145.51	$218.27	$291.03	1/1/2024	12/31/2024	$50.13	4.00%	$36 - $63

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL Page 6 of 6

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant: Quincy Engineering, Inc. ■ Prime Consultant ☐ Subconsultant
Client: Mariposa County
Project: Dogtown Road Bridge (40C0038) over Maxwell Creek Contract No. TBD Date: 3/25/2021

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	TBD	Miles	Current IRS Rate	$
Per Diem	TBD	Day	Current GSA Rate	
Overnight Mail Service	TBD	EA	Actual	$
Outside Vendor Printing & Reproduction	TBD	EA	Actual	$
Tolls & Parking	TBD	EA	Actual	$
Prevailing Wage Differential	TBD	EA	Actual	$
Subconsultant 1:				$
Subconsultant 2:				$
Subconsultant 3:				$
Subconsultant 4:				$
Subconsultant 5:				$

Note: Add additional pages if necessary.

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Person

EXHIBIT 10-H2 COST PROPOSAL Form 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.
Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: R. Brent Lemon Title*: Vice-President

Signature: R. Brent Lemon Date of Certification (mm/dd/yyyy): 10/18/2021

Email: brentl@quincyeng.com Phone Number: 916.368.9181

Address: 11017 Cobblerock Drive Suite 100 Rancho Cordova, 95670

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Project Management, Bridge Design, Roadway Design, Plan Sheet Development, Technical Report Writing, Special Provisions, Construction Material Quantities, Marginal Estimates, Environmental Document Support, Caltrans and other Funding Assistance, Constructability Reviews

MARIPOSA COUNTY

Public Works · 209 966 5356

RESOLUTION - ACTION REQUESTED 2018-595

MEETING: December 11, 2018

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Approve a Fourth Amendment with Quincy Eng for Dogtown Bridge #38

RECOMMENDATION AND JUSTIFICATION:
Approve Fourth Amendment with Quincy Engineering Extending the Term of Agreement to December 31, 2021, for Bridge Design Services of the Bridge on Dogtown Road Over Maxwell Creek; and Authorize the Board of Supervisors Chair to Sign the Amendment.

This project is near completion and will be entering the construction phase during Fiscal year 2019/2020.

This project is funded through the Federal Highway Administration, Federal Highway Bridge Program as part of the current Federal Transportation Bill, MAP-21. Caltrans manages the program in the State of California. Under current regulations 100% of the cost of these contracts, and the staff time necessary for Public Works to manage them, are reimbursable from the Highway Bridge Program.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On April 11, 2017 Resolution 2017-201 authorized to extend the date of completion to December 31, 2018.
On March 8, 2016 Resolution 2016-117 authorized to extend the date of completion to December 31, 2017.

On January 6, 2015, Resolution #2015-14 authorized to extend the date of completion of the Agreement to December 31, 2015.

On October 15, 2013, Resolution #2013-459 authorized Public Works to enter into two Agreements with Quincy Engineering for bridge design for two bridges on Dogtown Road.

On May 28, 2013 the Board approved a Program Supplement with Caltrans for these three bridges.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, the bridge design could continue but the designer could not be paid for their work thus the project would be halted.

Resolution - Action Requested 2018-595

FINANCIAL IMPACT:
There is no County Financial Impact through this action as costs associated with this project are 100% reimbursable.

ATTACHMENTS:
Quincy Eng 4th amd Dogtown #38 (DOC)
Quincy 3rd amd #38 (PDF)
Quincy 2nd amd #38 (PDF)
Quincy 1st amd #38 (PDF)
Quincy 14-012 #38 (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Merlin Jones, District II Supervisor
AYES: Rosemarie Smallcombe, Merlin Jones, Marshall Long, Miles Menetrey
EXCUSED: Kevin Cann

RES. NO. 18-595

FOURTH AMENDMENT TO AGREEMENT FOR BRIDGE REHABILITATION AND REPLACEMENT FOR DOGTOWN ROAD OVER MAXWELL CREEK BRIDGE #40C0038

THIS FOURTH AMENDMENT TO AGREEMENT FOR BRIDGE REHABILITATION AND REPLACEMENT FOR DOGTOWN ROAD OVER MAXWELL CREEK BRIDGE #40C0038 is made and entered into this 11th day of Dec., 2018, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as **"County,"** and Quincey Engineering, hereinafter referred to as **"Contractor."**

WHEREAS, **County** and **Contractor** have heretofore entered into an Agreement dated October 15, 2013, wherein **Contractor** agreed to provide engineering services for bridge rehabilitation and replacement for Dogtown Road over Maxwell Creek Bridge; and

WHEREAS, **County** and **Contractor** entered into the First Amendment on December 6, 2015 to extend the term of the agreement to December 31, 2015.

WHEREAS, **County** and **Contractor** entered into the Second Amendment on March 8, 2016 to extend the term of the agreement to December 31, 2017.

WHEREAS, **County** and **Contractor** entered into the Third Amendment on April 11, 2017 to extend the term of the Agreement to December 31, 2018, expand the scope of services, increase compensation by Three Hundred and Fifty Eight Thousand Dollars ($358,000) for a total not to exceed amount of Five Hundred Twenty Four Thousand Dollars ($524,000), and include an Addendum for Federally Funded Projects.

WHEREAS, **County** and **Contractor** desire to amend said Agreement to extend the term of the Agreement to December 31, 2021 to be provided to **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, 2021.

2. Except as herein amended, the agreement dated October 15, 2013 together with the First Amendment dated January 6, 2015, the Second Amendment dated March 8, 2016 and the Third Amendment dated April 11, 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:

Rosemarie Smallcombe, Chairman
Mariposa County Board of Supervisors

CONTRACTOR:

Quincy Engineering

ATTEST:

RENE LAROCHE
Clerk of the Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

MARIPOSA COUNTY

Public Works · 209 966 5356

RESOLUTION - ACTION REQUESTED 2017-201

MEETING: April 11, 2017

TO: The Board of Supervisors

FROM: Mike Healy, Interim Public Works Director

RE: Approve a Third Amendment with Quincy Eng for Dogtown Bridge #38

RECOMMENDATION AND JUSTIFICATION:
Approve Third Amendment with Quincy Engineering Extending the Term of Agreement to December 31, 2018, for Bridge Design Services of the Bridge on Dogtown Road Over Maxwell Creek, increase Compensation by $359,000 for a Total Compensation of $525,000; and Authorize the Board of Supervisors Chair to Sign the Amendment.

Quincy Engineering will provide Project Management, Topographic Survey & Right of Way Mapping, Geotechnical, Hydraulics, Preliminary Engineering, Environmental (Surveys and Constraints Mapping). Augmentation, Project Management, Environmental (Technical Studies). Public Outreach, Plans, Specifications and Estimate. Appraisals and Acquisitions.

This project is funded through the Federal Highway Administration, Federal Highway Bridge Program as part of the current Federal Transportation Bill, MAP-21. Caltrans manages the program in the State of California. Under current regulations 100% of the cost of these contracts, and the staff time necessary for Public Works to manage them, are reimbursable from the Highway Bridge Program.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On March 8, 2016 Resolution 2016-117 authorized to extend the date of completion to December 31, 2017.

On January 6, 2015, Resolution #2015-14 authorized to extend the date of completion of the Agreement to December 31, 2015.

On October 15, 2013, Resolution #2013-459 authorized Public Works to enter into two Agreements with Quincy Engineering for bridge design for two bridges on Dogtown Road.

On May 28, 2013 the Board approved a Program Supplement with Caltrans for these three bridges.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The Board could choose not to approve the Third Amendment which would mean the bridge would not be completed.

FINANCIAL IMPACT:
There is no County Financial Impact through this action as costs associated with this project are 100% reimbursable.

ATTACHMENTS:

Quincy 3rd amd #38	**(PDF)**
Quincy 2nd amd #38	**(PDF)**
Quincy 1st amd #38	**(PDF)**
Quincy 14-012 #38	**(PDF)**

CAO RECOMMENDATION
Requested Action Recommended

Dallin Kimble
Dallin Kimble, Interim CAO 4/5/2017

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Merlin Jones, District II Supervisor
SECONDER: Kevin Cann, District IV Supervisor
AYES: Smallcombe, Jones, Long, Cann, Menetrey

RES. NO. 17-201

THIRD AMENDMENT TO AGREEMENT FOR ENGINEERING SERVICES FOR BRIDGE REHABILITATION AND REPLACEMENT FOR DOGTOWN ROAD BRIDGE #40C0038

This Third Amendment to Agreement for Engineering Services for Bridge Rehabilitation and Replacement for Dogtown Road Bridge #40C0038 is made and entered into this 21st day of March, 2017, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as **"County"**, and Quincy Engineering, hereinafter referred to as **"Contractor"**.

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated October 15, 2013, wherein **Contractor** agreed to provide engineering services for bridge rehabilitation and replacement for Dogtown Road; and

WHEREAS, County and **Contractor** entered into the First Amendment on December 6, 2015 to extend the term of the agreement to December 31, 2015.

WHEREAS, County and **Contractor** entered into the Second Amendment on March 8, 2016 to extend the term of the agreement to December 31, 2017.

WHEREAS, County and **Contractor** desire to amend said Agreement to extend the term of the Agreement from December 31, 2017 to December 31, 2018, to change the compensation to be provided to **Contractor** to add scope under Phase II of the project and to include an Addendum to Professional Services Agreement for Federally Funded 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 the Agreement from December 31, 2017 to December 31, 2018.

2. Paragraph 3.05, "SCOPE OF SERVICES" is hereby amended to expand the scope of services to be performed by Contractor as set forth in Exhibit A-1 attached hereto.

3. Paragraph 4.01, "COMPENSATION", is hereby amended to provide that an additional Three Hundred Fifty Eight Thousand Dollars ($358,000) as summarized in Exhibit "B" will be added to the amended Agreement price of One Hundred Sixty Six Thousand Dollars ($166,000), making the total compensation paid to **Contractor** the not to exceed amount of Five Hundred Twenty Four Thousand Dollars ($524,000) for engineering services.

4. Paragraph 8.05, "CONFORMANCE TO APPLICABLE LAW" is hereby amended to include an Addendum to Professional Services Agreement for Federally Funded Project attached hereto as Exhibit "C".

5. Except as herein amended, the agreement dated October 15, 2013 together with the First Amendment dated January 6, 2015 and the Second Amendment dated March 8, 2016 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:

Marshall Long, Chairman
Mariposa County Board of Supervisors

CONTRACTOR:
Quincy Engineering

(Signature)

ATTEST:

RENE LAROCHE
Clerk of the Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

PROJECT SCOPE OF WORK

Previously **Quincy Engineering, Inc. (Quincy)** provided **Mariposa County (County)** with Preliminary Engineering for the replacement of the Maxwell Creek Bridge on Dogtown Road (**Bridge Number 40C0038**). This first phase of work consisted of the following items:

- **Phase 1**
  - Project Management
  - Topographic Survey & Right of Way Mapping
  - Geotechnical
  - Hydraulics
  - Preliminary Engineering
  - Environmental (Surveys and Constraints Mapping)

To date the products delivered to the County in this first Phase of work are the 30% Roadway Plans, Type Selection Report and Environmental Constraints Mapping (both biological and cultural).

Quincy provides the following scope of work to augment the Phase 1 tasks as well as include the Phase 2 tasks. The following Scope of Work includes the following.

- **Phase 1 Augmentation**
  - Project Management
  - Environmental (Technical Studies)

- **Phase 2**
  - Public Outreach (Optional)
  - Plans, Specifications and Estimate
  - Appraisals and Acquisitions

Attached (Exhibit A) is the corresponding fee for the augmentation to the Phase 1 work as well as the fee for the Phase 2 work.

PHASE 1 AUGMENTATION

TASK 1 – PROJECT MANAGEMENT

Additional PDT meetings in person and Phone Conferences are proposed for this Scope of Work. **Quincy** will also provide quality control services throughout the duration of Phase 2.

TASK 6 – ENVIRONMENTAL

The environmental scope is based on the results of the Preliminary Environmental Study (PES) Form (approved by Caltrans on March 1, 2016) and the recommendations provided in the biological/cultural resource technical memorandums completed under Phase I. This phase of work includes more detailed field surveys, submittal of technical reports to Caltrans, preparation of the CEQA document, and environmental permitting support to the **County**. **Quincy** assumes that preparation of a Categorical Exclusion (CE) (with supporting technical studies) will be sufficient to address the requirements of NEPA, with preparation of the CE by Caltrans staff consistent with Federal Highway Administration NEPA delegation requirements. The scope of work assumes completion of the CE by Caltrans District 10 staff, with preparation of the supporting technical studies by **Quincy**/Area West Environmental. For the **County's** CEQA compliance, **Quincy** will prepare an Initial Study/Mitigated

Negative Declaration (IS/MND).

PHASE 2

TASK 7 – PUBLIC OUTREACH (OPTIONAL)

Quincy and AIM will work with the County to develop and implement a public outreach plan which will identify the goals, approach, tasks, and schedule based upon the outreach objectives.

TASK 8 – PS&E

Quincy will design the structure and has assumed that the final bridge design will be a single span, cast-in-place, post-tensioned concrete, slab bridge approximately 60 feet long by 25 feet wide. Quincy has also assumed the bridge will be replaced in the same location utilizing a temporary detour and that the bridge will be supported by seat type abutments founded on spread footings. Should the preliminary engineering result in a different alternative, the assumed design hours may need to be adjusted.

The final approach roadway design will be completed in accordance with applicable **County** Standards, Caltrans "Highway Design Manual", AASHTO's "A Policy on Geometric Design of Highways and Streets" and ADA along with Caltrans "Standard Specifications and Standard Plans".

TASK 9 – APPRAISALS AND ACQUISITIONS

Bender Rosenthal Inc.'s (BRI) will work with the engineering team to highlight property owners' issues prior to the appraisal and acquisitions phase. BRI will develop complete appraisals that will state the estimated fair market value of the Fee or Permanent Easement interest plus any Temporary Construction Easements (TCE) for up to three (3) referenced real properties.

TASK 10 – BIDDING & POST-AWARD ASSISTANCE (OPTIONAL)

Quincy can provide bidding assistance and construction support services for the **County** on a time and materials basis (we have assumed 104 hours):

PROJECT ASSUMPTIONS

- The **County** will be responsible for printing and distributing bid documents.
- The County will be responsible for Construction Management.

COST PROPOSAL (SUMMARY)

A.	Quincy Engineering	-	$	200,587.46
			$	23,829.51 (+)
B.	Sub Consultants	-	$	89,411.52
			$	42,032.77 (+)
C.	Other Direct Costs	-	$	1,267.00
			$	380.00 (+)
			$	357,508.26
	(Not to exceed	-	$	*358,000.00)*

EXHIBIT: 10-H

Cost Proposal

EXHIBIT "B"

Mariposa County - Maxwell Creek Bridge on Dogtown Road Bridge Replacement (Br. No. 40C0038)

Date: 7/9/2016

	Quincy Engineering, Inc.				
	Direct Labor:				$65,570.13
	Escalation for Multi-Year Project (3.5%):				$2,294.95
	Overhead (1.64):				$111,230.87
A.	Labor Subtotal				$179,095.95
	Subconsultant Costs:				
	Kleinfelder				$0.00
	WRECO				$0.00
	AIM				$0.00
	Area West				$62,461.90
	Bender Rosenthal				$26,949.62
	JRP				$0.00
B.	Subconsultant Subtotal				$89,411.52
	Other Direct Costs:				
	Plotter/Computer		hours @	$10.00	$0.00
	Travel	1050	miles @	$0.540	$567.00
	Pier Diem/ Hotel	2	days @	$150.00	$300.00
	Phone/Fax				$0.00
	Delivery	4	@	$25.00	$100.00
	Survey Prevailing Wage Differential				$0.00
	Vellum / Mylars	0	sheets @	$25.00	$0.00
	Title Reports	0	@	$500.00	$0.00
	11 X 17 Reproduction	3000	@	$0.10	$300.00
	Mounting Boards for Presentations	0	@	$100.00	$0.00
	Newsletters (Translation and printing)				
	Mailings (6x)				
C.	Other Direct Cost Subtotal:				$1,267.00
	Labor Subtotal A. =				$179,095.95
	Fee (12.0%):				$21,491.51
	Subconsultant Subtotal B. =				$89,411.52
	Fee (0.0%):				$0.00
	Other Direct Cost Subtotal: C. =				$1,267.00
	Fee (0.0%):				$0.00
	TOTAL =				**$291,265.98**

Note: Invoices will be **based upon actual QEI hourly rates** plus overhead at 163.9% plus prorated portion of fixed fee. Subconsultant and Other Direct Costs will be billed at actual cost.

Total not to Exceed= *$ 291,500*

Cost Proposal

OPTIONAL TASKS

Mariposa County - Maxwell Creek Bridge on Dogtown Road Bridge Replacement (Br. No. 40C0038)

Date: 7/9/2016

Quincy Engineering, Inc.

Direct Labor:				$7,789.64
Escalation for Multi-Year Project (3.5%):				$272.64
Overhead (1.64):				$13,214.07
A. Labor Subtotal				$21,276.35

Subconsultant Costs:

Kleinfelder	$0.00
WRECO	$0.00
AIM	$22,099.00
Area West	$0.00
Bender Rosenthal	$0.00
JRP	$19,933.77
B. Subconsultant Subtotal	$42,032.77

Other Direct Costs:

Plotter/Computer		hours @	$10.00	$0.00
Travel	375	miles @	$0.540	$202.50
Pier Diem/ Hotel	1	days @	$150.00	$150.00
Phone/Fax				$0.00
Delivery	1	@	$25.00	$25.00
Survey Prevailing Wage Differential				$0.00
Vellum / Mylars	0	sheets @	$25.00	$0.00
Title Reports	0	@	$500.00	$0.00
11 X 17 Reproduction	25	@	$0.10	$2.50
Mounting Boards for Presentations	0	@	$100.00	$0.00
Newsletters (Translation and printing)				
Mailings (6x)				
C. Other Direct Cost Subtotal:				$380.00

Labor Subtotal A. =	$21,276.35
Fee (12.0%):	$2,553.16
Subconsultant Subtotal B. =	$42,032.77
Fee (0.0%):	$0.00
Other Direct Cost Subtotal: C. =	$380.00
Fee (0.0%):	$0.00
TOTAL =	**$66,242.28**

Note: Invoices will be **based upon actual QEI hourly rates** plus overhead at 163.9% plus prorated portion of fixed fee. Subconsultant and Other Direct Costs will be billed at actual cost.

Total not to Exceed= *$ 66,500*

Total Including Optional Tasks= *$ 358,000.00*

EXHIBIT "C"

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

Consultant: Quincy Engineering
Project: Dogtown Bridge 40C0038
****

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, 2018 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)

MARIPOSA COUNTY

Public Works · (209) 966-5356

RESOLUTION - ACTION REQUESTED 2016-117

MEETING: March 8, 2016

TO: The Board of Supervisors

FROM: Tony Stobbe, Public Works Director

RE: Approve the Second Amendment with Quincy Engineering for Bridge No. 40C0038, Time Extension

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RECOMMENDATION AND JUSTIFICATION:
Approve Second Amendment with Quincy Engineering Extending the Term of the Agreement to December 31, 2017, for Bridge Design Services of a Bridge on Dogtown Road Over Maxwell Creek (Bridge No. 40C0038), and Authorize the Board of Supervisors Chair to Sign the Amendment. Due to unforeseen delays, it is necessary to extend the terms of the Agreement in order to allow sufficient time for the work to be completed.

Quincy Engineering will provide project management, topographic survey and right-of-way mapping, geo-technical engineering, hydraulics, preliminary engineering and environmental surveys and constraints mapping for bridge.

The Federal Highway Administration administers the Federal Highway Bridge Program as part of the current Federal Transportation Bill, MAP-21. Caltrans manages the program in the State of California.

Under current regulations 100% of the cost of these contracts, and the staff time necessary for Public Works to manage them, are reimbursable from the Highway Bridge Program.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On January 6, 2015, Resolution #2015-14 authorized to extend the date of completion of the Agreement to December 31, 2015.

On October 15, 2013, Resolution #2013-459 authorized Public Works to enter into two Agreements with Quincy Engineering for bridge design work for bridges on Dogtown Road over Maxwell Creek.

On May 28, 2013 the Board approved a Program Supplement with Caltrans for the bridges.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve the Second Amendments; the consultant would not be able to continue with the projects.

FINANCIAL IMPACT:
None.

ATTACHMENTS:
2nd amdmt Quincy 40C0038 (PDF)
1st amdmt Quincy 40C0038 (PDF)
Contract Quincy 40C0038 (PDF)

CAO RECOMMENDATION
Requested Action Recommended

Mary Hodson
Mary Hodson, CAO 3/2/2016

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Merlin Jones, District II Supervisor
AYES: Smallcombe, Jones, Long, Cann, Carrier

RES. NO. 16-117

SECOND AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT is made and entered into this 2nd day of February 2016, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as **"County"** and Quincy Engineering, hereinafter referred to as **"Consultant"**.

WHEREAS, the **County** and **Consultant** have heretofore entered into an Agreement dated October 15, 2013, wherein **Consultant** agreed to provide bridge design services for Dogtown Road over the Maxwell Creek Bridge (40C0038) ; and

WHEREAS, **County** and **Consultant** entered into the First Amendment dated January 6, 2015 to extend the completion date of this agreement.

WHEREAS, County and **Consultant** desire to amend said Agreement to extend the date of completion to December 31, 2017.

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 date of completion to December 31, 2017.

2. Except as herein amended, the Agreement dated October 15, 2013, together with the First Amendment dated January 6, 2015 extending the date of completion to December 31, 2015 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:

3-9-16
JOHN CARRIER, Chair (Date)
Mariposa County Board of Supervisors

CONSULTANT:
Quincy Engineering

01/15/16
(Signature) (Date)

APPROVED AS TO FORM:

3-9-16
STEVEN W. DAHLEM (Date)

ATTEST:

3-9-16
Rene LaRoche (Date)

MARIPOSA COUNTY

Public Works · (209) 966-5356

RESOLUTION - ACTION REQUESTED 2015-14

MEETING: January 6, 2015

TO: The Board of Supervisors

FROM: Doug Wilson, Interim Public Works Director

2 agreements

RE: Approve the First Amendment with Quincy Engineering

RECOMMENDATION AND JUSTIFICATION:
Approve Two First Amendments with Quincy Engineering Extending the Terms of Both Agreements to December 31, 2015 for Bridge Design Services for Bridges on Dogtown Road Over Maxwell Creek (Bridge No. 40C0038 and 40C0039). Due to unforeseen delays, it is necessary to extend the terms of both Agreements in order to allow sufficient time for the work to be completed. The original Agreement expired on December 31, 2014.

Quincy Engineering will provide project management, topographic survey and right-of-way mapping, geo-technical engineering, hydraulics, preliminary engineering and environmental surveys and constraints mapping for both bridges.

The Federal Highway Administration administers the Federal Highway Bridge Program as part of the current Federal Transportation Bill, MAP-21. Caltrans manages the program in the State of California.

Under current regulations 100% of the cost of these contracts, and the staff time necessary for Public Works to manage them, are reimbursable from the Highway Bridge Program.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On October 15, 2013, Resolution #2013-459 authorized Public Works to enter into two Agreements with Quincy Engineering for bridge design work for two bridges on Dogtown Road over Maxwell Creek.

On May 28, 2013 the Board approved a Program Supplement with Caltrans for these two bridges.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve the First Amendments; the consultant would not be able to continue with the projects.

FINANCIAL IMPACT:
No financial impact-date extension only

ATTACHMENTS:
Quincy Eng First Amendment and Contract (Dogtown Rd. 40C0038) (PDF)
Quincy Eng First Amendment and Contract (Dogtown Rd. 40C0039) (PDF)

CAO RECOMMENDATION

Mary Hodson
Mary Hodson, Interim CAO 12/30/2014

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor-Elect
SECONDER: John Carrier, District V Supervisor
AYES: Smallcombe, Long, Jones, Cann, Carrier

RES. NO. 15-14

FIRST AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT is made and entered into this 6th day of January, 2015, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as **"County"** and Quincy Engineering, hereinafter referred to as **"Consultant"**.

WHEREAS, the **County** and **Consultant** have heretofore entered into an Agreement dated October 15, 2013, wherein **Consultant** agreed to provide bridge design services for Dogtown Road over the Maxwell Creek Bridge (Bridge No. 40C0038); and,

WHEREAS, **County** and **Consultant** desire to amend said Agreement extending the date of completion to December 31, 2015; and,

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 date of completion to December 31, 2015.
2. Except as herein amended, the Agreement dated October 15, 2013, 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:
Department of Public Works

Merlin Jones
MERLIN JONES, Chair
Mariposa County Board of Supervisors

1-6-15
(Date)

~~CONTACTOR~~: CONSULTANT:
Quincy Engineering

(Signature)

12/17/14
(Date)

APPROVED AS TO FORM

Steven W. Dahlem
STEVEN W. DAHLEM
County Counsel

1-6-15
(Date)

ATTEST:

Rene LaRoche
Rene LaRoche
Clerk of the Board of Supervisors

1-6-15
(Date)

MARIPOSA COUNTY

Public Works · (209) 966-5356

RESOLUTION - ACTION REQUESTED 2013-205

MEETING: May 28, 2013

TO: The Board of Supervisors

FROM: Peter Rei, Public Works Director

RE: Authorize the Dogtown Road Bridge Agreement

RECOMMENDATION AND JUSTIFICATION:
Approve the Program Supplement Agreement with the State of California Department of Transportation for the Dogtown Road over Maxwell Creek Bridge Project and Authorize the Public Works Director to Sign the Agreement.

Staff has prepared the necessary Federal Documents for the authorization of the Preliminary Engineering of Project # BRLO 5940(106). A resolution is required to authorize the Public Works Director to execute the Program Agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

1. Approve;
2. Not approve; and have the funds disencumbered and forego the completion of the project.

FINANCIAL IMPACT:
Funding is budgeted in the Engineering Fund (0150) and the Bridge Construction Fund (512) Funding is 100% reimbursable, there is no county match required.

ATTACHMENTS:
Dogtown Rd Bridge Agreement (PDF)

CAO RECOMMENDATION
Requested Action Recommended

Rick Benson, County Administrative Officer 5/28/2013

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Merlin Jones, District II Supervisor
SECONDER: John Carrier, District V Supervisor
AYES: Stetson, Jones, Bibby, Cann, Carrier

AUTHORIZATION / AGREEMENT SUMMARY - (E-76)

FEDERAL AID PROGRAM

CALIFORNIA DEPARTMENT OF TRANSPORTATION

DLA LOCATOR: 10-MPA-0-CR
PREFIX: BRLO
PROJECT NO: 5940(099)
SEQ NO: 1
STATE PROJ NO: 1012000240L-0
AGENCY: MARIPOSA
ROUTE:
TIP DATA
MPO: NON-MPO
FSTIP YR: 11/12
STIP REF: 230-0000-0031
DISASTER NO:
BRIDGE NO'S: 40C0038

PROJECT LOCATION:
DOGTOWN RD. OVER MAXWELL CREEK(P.M. 11.60) 1.6 MI EAST OF GREELEY HILL RD. (40C0038)
TYPE OF WORK:
REPLACE 2-LN BRIDGE WITH NEW 2-LANE BRIDGE (TC)
FED RR NO'S:
PUC CODES:
PROJ OVERSIGHT: FHWA OVERSIGHT REQ
ENV STATUS / DT:
RW STATUS / DT:
INV RTE:
BEG MP:
END MP:

PREV AUTH / AGREE DATES:
PE:
R/W:
CON:
SPR:
MCS:
OTH:

PROG CODE	LINE NO	IMPV TYPE	FUNC SYS	URBAN AREA	URB/RURAL	DEMO ID
L11E	10	15	R		RURAL	

FUNDING SUMMARY

PHASE		PROJECT COST	FEDERAL COST	AC COST
PE	PREV. OBLIGATION	$0.00	$0.00	$0.00
	THIS REQUEST	$250,000.00	$250,000.00	$0.00
	SUBTOTAL	$250,000.00	$250,000.00	$0.00
R/W	PREV. OBLIGATION	$0.00	$0.00	$0.00
	THIS REQUEST	$0.00	$0.00	$0.00
	SUBTOTAL	$0.00	$0.00	$0.00
CON	PREV. OBLIGATION	$0.00	$0.00	$0.00
	THIS REQUEST	$0.00	$0.00	$0.00
	SUBTOTAL	$0.00	$0.00	$0.00
	TOTAL:	$250,000.00	$250,000.00	$0.00

STATE REMARKS

04/23/2012 Requesting Authorization for PE using EPSP
05/09/2012 -Final design shall not proceed until final environmental approval.
-05/09/12 SEQ#1: The purpsoe of this request is to authorize $250,000 of L11E Federal fudn for the PE phase utilizing Toll Credit (TC).

FEDERAL REMARKS

AUTHORIZATION

AUTHORIZATION TO PROCEED WITH REQUEST: PRE
FOR: PRELIM ENG
DOCUMENT TYPE: AAGR

PREPARED IN FADS BY: SHAH, SHREYA ON 04/23/2012 948-7916
REVIEWED IN FADS BY: COLLINS, MELANIE ON 05/09/2012 653-8176
SUBMITTED IN FADS BY: HAJEER, ZAKARIA ON 05/09/2012 FOR CALTRANS
PROCESSED IN FADS BY: HUEY, SIUN ON 05/10/2012 FOR FHWA
APPROVED IN FMIS BY: MARY CUNNINGHAM ON 05/14/2012

SIGNATURE HISTORY FOR PROJECT NUMBER 5940(099) AS OF 05/15/2012

FHWA FMIS 4.0 SIGNATURE HISTORY

MOD #	SIGNED BY	SIGNED ON
0	SHUN HUEY	05/11/2012
	GARY J. SWEETEN	05/11/2012
	MARY CUNNINGHAM	05/14/2012

FHWA FMIS 3.0 SIGNATURE HISTORY

CALTRANS SIGNATURE HISTORY

DOCUMENT TYPE	SIGNED BY	SIGNED ON
AUTH/AGREE	HAJEER, ZAKARIA	05/09/2012

AUTHORIZATION / AGREEMENT SUMMARY - (E-76)

CALIFORNIA DEPARTMENT OF TRANSPORTATION

FEDERAL AID PROGRAM

DLA LOCATOR: 10-MPA-0-CR
PREFIX: BRLO
PROJECT NO: 5940(106)
SEQ NO: 1
STATE PROJ NO: 1013000137L-N
AGENCY: MARIPOSA
ROUTE:

TIP DATA
MPO: NON-MPO
FSTIP YR: 12/13
STIP REF: 230-0000-0380

DISASTER NO:
BRIDGE NO'S: 40C0039

PROJECT LOCATION:
DOGTOWN ROAD OVER MAXWELL CREEK, BRIDGE 40C0039
TYPE OF WORK:
BRIDGE REPLACEMENT (TC)
FED RR NO'S:
PUC CODES:
PROJ OVERSIGHT: DELEGATED/LOCAL ADMIN
ENV STATUS / DT:
RW STATUS / DT:
INV RTE:
BEG MP:
END MP:

PREV AUTH / AGREE DATES:
PE:
R/W:
CON:
SPR:
MCS:
OTH:

PROG CODE	LINE NO	IMPV TYPE	FUNC SYS	URBAN AREA	URB/RURAL	DEMO ID
M233	10	15	R		RURAL	

FUNDING SUMMARY

PHASE		PROJECT COST	FEDERAL COST	AC COST
PE	PREV. OBLIGATION	$0.00	$0.00	$0.00
	THIS REQUEST	$262,500.00	$262,500.00	$0.00
	SUBTOTAL	$262,500.00	$262,500.00	$0.00
R/W	PREV. OBLIGATION	$0.00	$0.00	$0.00
	THIS REQUEST	$0.00	$0.00	$0.00
	SUBTOTAL	$0.00	$0.00	$0.00
CON	PREV. OBLIGATION	$0.00	$0.00	$0.00
	THIS REQUEST	$0.00	$0.00	$0.00
	SUBTOTAL	$0.00	$0.00	$0.00
	TOTAL:	$262,500.00	$262,500.00	$0.00

STATE REMARKS

03/27/2013 Request is for authorization of $262,500 federal M233 funds to initiate preliminary environmental studies and preliminary design to replace existing one-lane timber bridge with a standard two-lane bridge. Final design shall not begin prior to NEPA environmental clearance. Project will utilize toll credits in lieu of local match for 100% federal reimbursement.
03/28/2013 appropriation method will be lump sum
04/03/2013 -4/3/13 SEQ#1: The purpose of this request is to authorize $262,500 of M233 federal fund utilizing Toll Credit (TC), and using Lump Sum.

FEDERAL REMARKS

AUTHORIZATION

AUTHORIZATION TO PROCEED WITH REQUEST: PRE
FOR: P.E. AUTHORIZATION
DOCUMENT TYPE: AAGR

PREPARED IN FADS BY: SERRANO, JESUS ON 03/27/2013 948-3689
REVIEWED IN FADS BY: COLLINS, MELANIE ON 03/28/2013 653-8176
SUBMITTED IN FADS BY: HAJEER, ZAKARIA ON 04/03/2013 FOR CALTRANS
PROCESSED IN FADS BY: HUEY, SHUN ON 04/03/2013 FOR FHWA
APPROVED IN FMIS BY: MARY CUNNINGHAM ON 04/05/2013

SIGNATURE HISTORY FOR PROJECT NUMBER 5940(106) AS OF 04/08/2013

FHWA FMIS 4.0 SIGNATURE HISTORY

MOD #	SIGNED BY	SIGNED ON
0	SHUN HUEY	04/04/2013
	GARY J. SWEETEN	04/04/2013
	MARY CUNNINGHAM	04/05/2013

FHWA FMIS 3.0 SIGNATURE HISTORY

CALTRANS SIGNATURE HISTORY

DOCUMENT TYPE	SIGNED BY	SIGNED ON
AUTH/AGREE	HAJEER, ZAKARIA	04/03/2013

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-530

MEETING: December 3, 2024

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve a Sixth Amendment for a Name Change for Quincy Engineering to Consor North America, Inc.; Extend the Term of the Agreement to December 31, 2027 for Dogtown Road over Maxwell Creek Bridge (40C0039); and Authorize the Board of Supervisors Chair to Sign the Amendment

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RECOMMENDATION AND JUSTIFICATION

Approve a Sixth Amendment for a Name Change for Quincy Engineering to Consor North America, Inc.; Extend the Term of the Agreement to December 31, 2027 for Dogtown Road over Maxwell Creek Bridge (40C0039); and Authorize the Board of Supervisors Chair to Sign the Amendment.

Staff has successfully completed the environmental documents for both NEPA (National Environmental Policy Act) and CEQA (California Environmental Quality Act) necessary for the replacement of the existing bridge. Currently, right-of-way discussions with stakeholders are ongoing to ensure the project moves forward smoothly.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On January 11, 2022, Resolution 2022-22, the Board approved the Fifth Amendment to extend the term of the Agreement to December 31, 2024, add to the scope of services, and increase compensation in the amount of Fifteen Thousand Dollars ($15,000) for a total amount not to exceed Five Hundred Thirty-Nine Thousand Dollars ($539,000).

On December 11, 2018, Resolution 2018-596, approved the Fourth Amendment to extend the term of the Agreement to December 31, 2021.

On February 28, 2017, Resolution 2017-100, approved the Third Amendment to extend the term of the Agreement to December 31, 2018, expand the scope of services, and increase compensation by Three Hundred Sixty-Four Thousand Dollars ($364,000) for a total not to exceed the amount of Five Hundred Thirty-Five Thousand Dollars ($535,000).

On March 8, 2016, Resolution 2016-115, approved the Second Amendment to extend the term of the Agreement to December 31, 2017.

On January 6, 2015, Resolution 2015-14, approved the First Amendment to extend the term of the Agreement to December 31, 2015.

On October 15, 2013, Resolution 2013-459, authorized Public Works to enter into two Agreements with Quincy Engineering for bridge design for two bridges on Dogtown Road.

On May 28, 2013, Resolution 2013-205 approved a Program Supplement with Caltrans.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, the County risks losing its HBP Funding.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Sixth Amendment_Dogtown Rd 40C0039**
2. **Agreement_2022-022**
3. **Agreement_2018-596**
4. **Agreement_2017-100**
5. **Agreement_2016-115**
6. **Agreement_2015-014-40C0039**
7. **Resolution_2013-205_**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

SIXTH AMENDMENT TO AGREEMENT FOR ENGINEERING AND DESIGN SERVICES FOR DOGTOWN OVER MAXWELL CREEK BRIDGE 40C0039

THIS SIXTH AMENDMENT TO AGREEMENT FOR ENGINEERING AND DESIGN SERVICES FOR DOGTOWN OVER MAXWELL CREEK BRIDGE (40C0039), is made and entered into this _____ day of December 2024, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and Consor North America, Inc., hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated October 15, 2013, wherein Contractor agreed to provide engineering and design services; and

WHEREAS, County and Contractor entered into a First Amendment on January 6, 2015, to extend the term of the Agreement to December 31, 2015, and

WHEREAS, County and Contractor entered into the Second Amendment on March 8, 2016, to extend the term of the agreement to December 31, 2017, and

WHEREAS, County and Contractor entered into the Third Amendment on February 28, 2017, to extend the term of the agreement to December 31, 2018, expand the scope of services, and increase compensation by Three Hundred Sixty-Four Thousand Dollars ($364,000) for a total not to exceed amount of Five Hundred Thirty-Five Thousand Dollars ($535,000), and

WHEREAS, County and Contractor entered into the Fourth Amendment on December 11, 2018, to extend the term of the agreement to December 31, 2021, and

WHEREAS, County and Contractor entered into the Fifth Amendment on January 11, 2022, to extend the term of the agreement to December 31, 2024, and increase compensation, and

WHEREAS, County and Contractor desire to amend said Agreement to extend the term of the agreement to December 31, 2027;

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

1. "CONTRACTOR", is hereby amended to reference Consor North America, Inc.

2. Paragraph 1, "TERM," is hereby amended to extend the term of the Agreement to December 31, 2027.

Except as herein amended, the agreement dated October 15, 2013 together with the First Amendment dated January 6, 2015, the Second Amendment dated March 8, 2016, the Third Amendment dated February 28, 2017, the Fourth Amendment dated December 31, 2021 and the Fifth Amendment dated January 11, 2022 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
_____	_____
Miles Menetrey, Chair Board of Supervisors	Consor North America, 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): 11/01/2024

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 MARSH USA LLC. 1225 17TH STREET, SUITE 1300 DENVER, CO 80202-5534 CN144764051--GAUWP-23-24	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**	
	INSURER(S) AFFORDING COVERAGE	**NAIC #**
INSURED Consor North America, Inc 6505 Waterford District Drive, Suite 470 Miami, FL 33126	**INSURER A :** Continental Casualty Company	20443
	INSURER B : N/A	N/A
	INSURER C : National Fire Insurance Company	20478
	INSURER D : Axis Surplus Insurance Company	26620
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** SEA-004054685-01 **REVISION NUMBER:** 2

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			7036360752	12/31/2023	12/31/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BUA 7036360766	12/31/2023	12/31/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 2,000,000 $ $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
C C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WC 7 36465081 (AOS) WC 7 36441749 (CA)	12/31/2023 12/31/2023	12/31/2024 12/31/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Prof & Environmental Liability			EBZ634816/01/2023 (Ded:$500,000)	12/31/2023	12/31/2024	Per Claim Aggregate	1,000,000 1,000,000

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

RE: Maxwell Creek Bridge on Dogtown Road (Bridge No. 40C0039); Consor Project No. N13M192CA.00

Mariposa County, its officers, employees, volunteers and agents are included as additional insured where required by written contract with respect to general and auto liability. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured subject to policy terms and conditions with respect to general and auto liability.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

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MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2022-22

MEETING: January 11, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Interim Director of Public Works & Transportation

RE: Approve a Fifth Amendment with Quincy Eng for Dogtown Bridge #39

RECOMMENDATION AND JUSTIFICATION:
Approve Fifth Amendment with Quincy Engineering Extending the Term of Agreement to December 31, 2024 and Add Reimbursement to Contractor Language under Compensation for Bridge Design Services of the Bridge on Dogtown Road Over Maxwell Creek (Bridge No. 40C0039); and Authorize the Board of Supervisors Chair to Sign the Amendment.

This project is funded through the Federal Highway Administration, Federal Highway Bridge Program as part of the current Federal Transportation Bill, MAP-21. Caltrans manages the program in the State of California. Under current regulations 100% of the cost of these contracts, and the staff time necessary for Public Works to manage them, are reimbursable from the Highway Bridge Program.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On December 11, 2018 Resolution 2018-596 the Board authorized to extend the terms to December 31, 2021.

On February 28, 2017 Resolution 2017-100 to extend the term of the Agreement to December 31, 2018 and increase compensation by $364,000.

On March 8, 2016 Resolution 2016-115 authorized to extend the date of completion to December 31, 2017.

On January 6, 2015, Resolution #2015-14 authorized to extend the date of completion of the Agreement to December 31, 2015.

On October 15, 2013, Resolution #2013-459 authorized Public Works to enter into two Agreements with Quincy Engineering for bridge design for two bridges on Dogtown Road.

On May 28, 2013 the Board approved a Program Supplement with Caltrans for these three bridges.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, the designer could not be paid and their progress would be halted and the bridge design would not be completed.

REF ID# 12473 JD

FINANCIAL IMPACT:
There is no financial impact as funding for this project is reimbursable in full.

ATTACHMENTS:
Quincy 5th amd #39 (PDF)
Quincy 4th amd #39 (PDF)
Quincy Eng 3rd amd & addm (PDF)
Quincy Eng 2nd amd (PDF)
Quincy Eng 1st amd 40C0039 (PDF)
Quincy Eng. 14-013 40C0039 (PDF)
Quincy Eng 5th amd #39 Dogtown-Maxwell (DOC)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Tom Sweeney, District II Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

FIFTH AMENDMENT TO AGREEMENT FOR ENGINEERING AND DESIGN SERVICES FOR DOGTOWN OVER MAXWELL CREEK BRIDGE 40C0039

THIS FIFTH AMENDMENT TO AGREEMENT FOR ENGINEERING AND DESING SERVICES FOR DOGTOWN OVER MAXWELL CREEK BRIDGE #40C0039 is made and entered into this 11th day of January, 2022, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "**County,**" and Quincy Engineering, hereinafter referred to as "**Contractor.**"

WHEREAS, **County** and **Contractor** have heretofore entered into an Agreement dated October 15, 2013, wherein **Contractor** agreed to provide engineering and design services; and

WHEREAS, **County** and **Contractor** entered into a First Amendment dated January 6, 2015 to extend the term of the Agreement to December 31, 2015.

WHEREAS, **County** and **Contractor** entered into a Second Amendment dated March 8, 2016 to extend the term of the Agreement to December 31, 2017.

WHEREAS, **County** and **Contractor** entered into a Third Amendment dated February 28, 2017 to extend the term of the Agreement to December 31, 2018, expand the scope of services, and increase compensation by Three Hundred Sixty Four Thousand Dollars ($364,000) for a total not to exceed amount of Five Hundred Thirty Five Thousand Dollars ($535,000).

WHEREAS, **County** and **Contractor** entered into a Fourth Amendment dated December 11, 2021 to extend the term of the Agreement.

WHEREAS, **County** and **Contractor** desire extend the term of the Agreement to December 31, 2024 and add language to Compensation to **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 extend the term of the Agreement to December 31, 2024.

2. Paragraph 4.01, "COMPENSATION" is hereby amended to add reimbursement language as follows: is hereby amended to provide that the Contractor agrees to be reimbursed for hours worked at the hourly rates specified in Exhibit A, "10-H2 Specific Rate of Compensation." The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead and fee. These rates are not adjustable for the performance period set forth in this agreement.

3. Except as herein amended, the agreement dated October 15, 2013 together with the First Amendment dated January 6, 2015, the Second Amendment dated March 8, 2016, the Third Amendment dated February 28, 2017 and the Fourth Amendment dated December 11, 2018 shall remain in full force and effect.

The Agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants, conditions and promises contained in this Agreement not amended herein shall remain in full force and effect. This Amendment is effective retroactive to [insert expiration date]. The parties shall treat the Agreement as if it had been in full force and effect continuously since December 31, 2021, 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:

6547B38DEC3
Rosemarie Smallcombe
ZorroSign

Rosemarie Smallcombe, Chairman
Mariposa County Board of Supervisors

CONTRACTOR:

6547B3[illegible]
ZorroSign

Quincy Engineering

ATTEST:

6547B38DECD
René LaRoche
ZorroSign

RENE LAROCHE
Clerk of the Board

APPROVED AS TO FORM:

6547B38DEB9
Steven W. Dahlem
ZorroSign

STEVEN W. DAHLEM
County Counsel

10-H2 COST PROPOSAL Page 1 of 6

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant: Quincy Engineering, Inc. ■ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Client: Mariposa County

Project: Dogtown Road Bridge (40C0039) over Maxwell Creek Contract No. TBD Participation Amount $ Date: 10/8/2021

For Combined Rate	Fringe Benefit % + General &Administrative %	=	163.90%	Combined ICR%
	OR			
For Home Office Rate	Fringe Benefit % + General &Administrative %	=		Home Office %
For Field Office Rate	Fringe Benefit % + General &Administrative %	=		Field Office %
	Fee	=	10	%

BILLING INFORMATION / CALCULATION INFORMATION

Name/Job Title/Classification[1]	Hourly Billing Rates[2] Straight	OT(1.5x)	OT(2x)	Effective date of hourly rate From	To	Actual or Avg. hourly rate[4]	% or $ increase	Hourly range - for classifications only
Mark Reno - Project Manager*	$287.39	N/A	N/A	7/1/2021	12/31/2021	$99.00		
Principal Engineer	$297.45	N/A	N/A	1/1/2022	12/31/2022	$102.47	3.50%	
	$307.86	N/A	N/A	1/1/2023	12/31/2023	$106.05	3.50%	N/A
	$320.17	N/A	N/A	1/1/2024	12/31/2024	$110.29	4.00%	
	$332.98	N/A	N/A	1/1/2025	12/31/2025	$114.71	4.00%	
Robert Ferguson - Project Engineer*	$203.20	N/A	N/A	7/1/2021	12/31/2021	$70.00		
Project Manager/Senior Engineer	$210.32	N/A	N/A	1/1/2022	12/31/2022	$72.45	3.50%	
	$217.68	N/A	N/A	1/1/2023	12/31/2023	$74.99	3.50%	N/A
	$226.38	N/A	N/A	1/1/2024	12/31/2024	$77.99	4.00%	
	$235.44	N/A	N/A	1/1/2025	12/31/2025	$81.10	4.00%	
Scott McCauley - Project Engineer*	$214.81	N/A	N/A	7/1/2021	12/31/2021	$74.00		
Project Manager/Senior Engineer	$222.33	N/A	N/A	1/1/2022	12/31/2022	$76.59	3.50%	
	$230.11	N/A	N/A	1/1/2023	12/31/2023	$79.27	3.50%	N/A
	$239.32	N/A	N/A	1/1/2024	12/31/2024	$82.44	4.00%	
	$248.89	N/A	N/A	1/1/2025	12/31/2025	$85.74	4.00%	
Matthew Vaggione - Project Engineer	$195.39	N/A	N/A	7/1/2021	12/31/2021	$67.31		
Senior Engineer	$203.21	N/A	N/A	1/1/2022	12/31/2022	$70.00	4.00%	
	$211.34	N/A	N/A	1/1/2023	12/31/2023	$72.80	4.00%	N/A
				1/1/2024	12/31/2024			
	$219.79	N/A	N/A	1/1/2025	12/31/2025	$75.71	4.00%	
Greg Young - Project Engineer	$243.84	N/A	N/A	7/1/2021	12/31/2021	$84.00		
Senior Engineer	$252.38	N/A	N/A	1/1/2022	12/31/2022	$86.94	3.50%	
	$261.21	N/A	N/A	1/1/2023	12/31/2023	$89.98	3.50%	N/A
	$271.66	N/A	N/A	1/1/2024	12/31/2024	$93.58	4.00%	
	$282.53	N/A	N/A	1/1/2025	12/31/2025	$97.33	4.00%	
Bryan Stone - Project Engineer	$179.98	N/A	N/A	7/1/2021	12/31/2021	$62.00		
Senior Engineer	$186.28	N/A	N/A	1/1/2022	12/31/2022	$64.17	3.50%	
	$192.80	N/A	N/A	1/1/2023	12/31/2023	$66.42	3.50%	N/A
	$200.51	N/A	N/A	1/1/2024	12/31/2024	$69.07	4.00%	
	$208.53	N/A	N/A	1/1/2025	12/31/2025	$71.84	4.00%	
Kelly Gallagher - Specifications	$237.25	N/A	N/A	7/1/2021	12/31/2021	$81.73		
Senior Engineer	$245.56	N/A	N/A	1/1/2022	12/31/2022	$84.59	3.50%	
	$254.15	N/A	N/A	1/1/2023	12/31/2023	$87.55	3.50%	N/A
	$264.32	N/A	N/A	1/1/2024	12/31/2024	$91.05	4.00%	
	$274.89	N/A	N/A	1/1/2025	12/31/2025	$94.70	4.00%	
Brent Lemon - Project Manager*	$290.29	N/A	N/A	7/1/2021	12/31/2021	$100.00		
Principal Engineer	$300.45	N/A	N/A	1/1/2022	12/31/2022	$103.50	3.50%	
	$310.97	N/A	N/A	1/1/2023	12/31/2023	$107.12	3.50%	N/A
	$323.40	N/A	N/A	1/1/2024	12/31/2024	$111.41	4.00%	
	$336.34	N/A	N/A	1/1/2025	12/31/2025	$115.86	4.00%	
Dace Morgan - Project Engineer	$218.50	N/A	N/A	7/1/2021	12/31/2021	$75.27		
Senior Engineer	$226.15	N/A	N/A	1/1/2022	12/31/2022	$77.90	3.50%	
	$234.06	N/A	N/A	1/1/2023	12/31/2023	$80.63	3.50%	N/A
	$243.43	N/A	N/A	1/1/2024	12/31/2024	$83.86	4.00%	
	$253.16	N/A	N/A	1/1/2025	12/31/2025	$87.21	4.00%	

BILLING INFORMATION | CALCULATION INFORMATION

Name/Job Title/Classification[1]	Hourly Billing Rates[2]			Effective date of hourly rate		Actual **or** Avg. hourly rate[4]	% or $ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
N. Leland Mason - Constructability Review/Specifications Senior Engineer	$232.23	N/A	N/A	7/1/2021	12/31/2021	$80.00		
	$240.36	N/A	N/A	1/1/2022	12/31/2022	$82.80	3.50%	
	$248.77	N/A	N/A	1/1/2023	12/31/2023	$85.70	3.50%	N/A
	$258.72	N/A	N/A	1/1/2024	12/31/2024	$89.13	4.00%	
	$269.07	N/A	N/A	1/1/2025	12/31/2025	$92.69	4.00%	
Ramon Montes de Oca - Constructability Review Senior Engineer	$209.01	N/A	N/A	7/1/2021	12/31/2021	$72.00		
	$216.32	N/A	N/A	1/1/2022	12/31/2022	$74.52	3.50%	
	$223.90	N/A	N/A	1/1/2023	12/31/2023	$77.13	3.50%	N/A
	$232.85	N/A	N/A	1/1/2024	12/31/2024	$80.21	4.00%	
	$242.17	N/A	N/A	1/1/2025	12/31/2025	$83.42	4.00%	
Paul Sipple - Constructability Review Senior Engineer	$235.13	N/A	N/A	7/1/2021	12/31/2021	$81.00		
	$243.36	N/A	N/A	1/1/2022	12/31/2022	$83.84	3.50%	
	$251.88	N/A	N/A	1/1/2023	12/31/2023	$86.77	3.50%	N/A
	$261.96	N/A	N/A	1/1/2024	12/31/2024	$90.24	4.00%	
	$272.44	N/A	N/A	1/1/2025	12/31/2025	$93.85	4.00%	
Mike Sanchez - Senior Engineer	$211.91	N/A	N/A	7/1/2021	12/31/2021	$73.00		
	$219.33	N/A	N/A	1/1/2022	12/31/2022	$75.56	3.50%	
	$227.01	N/A	N/A	1/1/2023	12/31/2023	$78.20	3.50%	N/A
	$236.09	N/A	N/A	1/1/2024	12/31/2024	$81.33	4.00%	
	$245.53	N/A	N/A	1/1/2025	12/31/2025	$84.58	4.00%	
Carolyn Davis - Senior Project Manager/Project Engineer	$261.26	N/A	N/A	7/1/2021	12/31/2021	$90.00		
	$270.41	N/A	N/A	1/1/2022	12/31/2022	$93.15	3.50%	
	$279.87	N/A	N/A	1/1/2023	12/31/2023	$96.41	3.50%	N/A
	$291.06	N/A	N/A	1/1/2024	12/31/2024	$100.27	4.00%	
	$302.71	N/A	N/A	1/1/2025	12/31/2025	$104.28	4.00%	
Juan Cruz - Associate Engineer	$170.26	N/A	N/A	7/1/2021	12/31/2021	$58.65		
	$176.21	N/A	N/A	1/1/2022	12/31/2022	$60.70	3.50%	
	$182.38	N/A	N/A	1/1/2023	12/31/2023	$62.83	3.50%	N/A
	$189.68	N/A	N/A	1/1/2024	12/31/2024	$65.34	4.00%	
	$197.26	N/A	N/A	1/1/2025	12/31/2025	$67.95	4.00%	
Krassimir Panayotov - Associate Engineer	$179.11	N/A	N/A	7/1/2021	12/31/2021	$61.70		
	$185.38	N/A	N/A	1/1/2022	12/31/2022	$63.86	3.50%	
	$191.87	N/A	N/A	1/1/2023	12/31/2023	$66.09	3.50%	N/A
	$199.54	N/A	N/A	1/1/2024	12/31/2024	$68.74	4.00%	
	$207.52	N/A	N/A	1/1/2025	12/31/2025	$71.49	4.00%	
Andrew Mitchell - Associate Engineer Specifications*	$184.91	N/A	N/A	7/1/2021	12/31/2021	$63.70		
	$191.39	N/A	N/A	1/1/2022	12/31/2022	$65.93	3.50%	
	$198.09	N/A	N/A	1/1/2023	12/31/2023	$68.24	3.50%	N/A
	$206.01	N/A	N/A	1/1/2024	12/31/2024	$70.97	4.00%	
	$214.25	N/A	N/A	1/1/2025	12/31/2025	$73.81	4.00%	
Carl Hughes - Associate Engineer	$138.90	N/A	N/A	7/1/2021	12/31/2021	$47.85		
	$143.77	N/A	N/A	1/1/2022	12/31/2022	$49.52	3.50%	
	$148.80	N/A	N/A	1/1/2023	12/31/2023	$51.26	3.50%	N/A
	$154.75	N/A	N/A	1/1/2024	12/31/2024	$53.31	4.00%	
	$160.94	N/A	N/A	1/1/2025	12/31/2025	$55.44	4.00%	
Seth Irish - Surveying** / Right-of-Way Engineering*	$232.23	N/A	N/A	7/1/2021	12/31/2021	$80.00		
	$240.36	N/A	N/A	1/1/2022	12/31/2022	$82.80	3.50%	
	$248.77	N/A	N/A	1/1/2023	12/31/2023	$85.70	3.50%	N/A
	$258.72	N/A	N/A	1/1/2024	12/31/2024	$89.13	4.00%	
	$269.07	N/A	N/A	1/1/2025	12/31/2025	$92.69	4.00%	
Alfonso Dabu - Survey Tech	$133.24	$199.86	$266.49	7/1/2021	12/31/2021	$45.90		
	$137.91	$206.86	$275.81	1/1/2022	12/31/2022	$47.51	3.50%	
	$142.73	$214.10	$285.47	1/1/2023	12/31/2023	$49.17	3.50%	N/A
	$148.44	$222.66	$296.89	1/1/2024	12/31/2024	$51.14	4.00%	
	$154.38	$231.57	$308.76	1/1/2025	12/31/2025	$53.18	4.00%	

(Add pages as necessary)

BILLING INFORMATION | CALCULATION INFORMATION

Name/Job Title/Classification[1]	Hourly Billing Rates[2]			Effective date of hourly rate		Actual or Avg. hourly rate[4]	% or $ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Kevin Williams - Assistant Engineer I	$107.41	$161.11	$214.81	7/1/2021	12/31/2021	$37.00		
	$111.17	$166.75	$222.33	1/1/2022	12/31/2022	$38.30	3.50%	
	$115.06	$172.59	$230.11	1/1/2023	12/31/2023	$39.64	3.50%	N/A
	$119.66	$179.49	$239.32	1/1/2024	12/31/2024	$41.22	4.00%	
	$124.45	$186.67	$248.89	1/1/2025	12/31/2025	$42.87	4.00%	
Kevin Beltran - Assistant Engineer I	$92.89	$139.34	$185.79	7/1/2021	12/31/2021	$32.00		
	$96.14	$144.22	$192.29	1/1/2022	12/31/2022	$33.12	3.50%	
	$99.51	$149.26	$199.02	1/1/2023	12/31/2023	$34.28	3.50%	N/A
	$103.49	$155.23	$206.98	1/1/2024	12/31/2024	$35.65	4.00%	
	$107.63	$161.44	$215.26	1/1/2025	12/31/2025	$37.08	4.00%	
Mason Dambacher - Intern	$55.16	$82.73	$110.31	7/1/2021	12/31/2021	$19.00		
	$57.09	$85.63	$114.17	1/1/2022	12/31/2022	$19.67	3.50%	
	$59.08	$88.63	$118.17	1/1/2023	12/31/2023	$20.35	3.50%	N/A
	$61.45	$92.17	$122.89	1/1/2024	12/31/2024	$21.17	4.00%	
	$63.90	$95.86	$127.81	1/1/2025	12/31/2025	$22.01	4.00%	
Brent Harison - Assistant Engineer I	$107.41	$161.11	$214.81	7/1/2021	12/31/2021	$37.00		
	$111.17	$166.75	$222.33	1/1/2022	12/31/2022	$38.30	3.50%	
	$115.06	$172.59	$230.11	1/1/2023	12/31/2023	$39.64	3.50%	N/A
	$119.66	$179.49	$239.32	1/1/2024	12/31/2024	$41.22	4.00%	
	$124.45	$186.67	$248.89	1/1/2025	12/31/2025	$42.87	4.00%	
Ashley Hansen - Assistant Engineer I	$103.60	$155.41	$207.21	7/1/2021	12/31/2021	$35.69		
	$107.23	$160.85	$214.46	1/1/2022	12/31/2022	$36.94	3.50%	
	$110.98	$166.48	$221.97	1/1/2023	12/31/2023	$38.23	3.50%	N/A
	$115.42	$173.13	$230.85	1/1/2024	12/31/2024	$39.76	4.00%	
	$120.04	$180.06	$240.08	1/1/2025	12/31/2025	$41.35	4.00%	
Inessa Toropov - Assistant Engineer I	$97.60	$146.39	$195.19	7/1/2021	12/31/2021	$33.62		
	$101.01	$151.52	$202.02	1/1/2022	12/31/2022	$34.80	3.50%	
	$104.55	$156.82	$209.09	1/1/2023	12/31/2023	$36.01	3.50%	N/A
	$108.73	$163.09	$217.46	1/1/2024	12/31/2024	$37.46	4.00%	
	$113.08	$169.62	$226.16	1/1/2025	12/31/2025	$38.95	4.00%	
Craig Polglase- Senior Engineering Tech	$181.81	N/A	N/A	7/1/2021	12/31/2021	$62.63		
	$188.17	N/A	N/A	1/1/2022	12/31/2022	$64.82	3.50%	
	$194.76	N/A	N/A	1/1/2023	12/31/2023	$67.09	3.50%	N/A
	$202.55	N/A	N/A	1/1/2024	12/31/2024	$69.77	4.00%	
	$210.65	N/A	N/A	1/1/2025	12/31/2025	$72.57	4.00%	
Bob Maechler - CAD Manager	$152.78	N/A	N/A	7/1/2021	12/31/2021	$52.63		
	$158.13	N/A	N/A	1/1/2022	12/31/2022	$54.47	3.50%	
	$163.66	N/A	N/A	1/1/2023	12/31/2023	$56.38	3.50%	N/A
	$170.21	N/A	N/A	1/1/2024	12/31/2024	$58.63	4.00%	
	$177.02	N/A	N/A	1/1/2025	12/31/2025	$60.98	4.00%	
Patrick Kenney - CAD Tech	$105.06	$157.58	$210.11	7/1/2021	12/31/2021	$36.19		
	$108.73	$163.10	$217.47	1/1/2022	12/31/2022	$37.46	3.50%	
	$112.54	$168.81	$225.08	1/1/2023	12/31/2023	$38.77	3.50%	N/A
	$117.04	$175.56	$234.08	1/1/2024	12/31/2024	$40.32	4.00%	
	$121.72	$182.58	$243.44	1/1/2025	12/31/2025	$41.93	4.00%	
Desiree Acol - Project Manager Assistant	$140.36	$210.53	$280.71	7/1/2021	12/31/2021	$48.35		
	$145.27	$217.90	$290.54	1/1/2022	12/31/2022	$50.04	3.50%	
	$150.35	$225.53	$300.70	1/1/2023	12/31/2023	$51.79	3.50%	N/A
	$156.37	$234.55	$312.73	1/1/2024	12/31/2024	$53.87	4.00%	
	$162.62	$243.93	$325.24	1/1/2025	12/31/2025	$56.02	4.00%	
Phyllis Jordan - Admin Assistant	$119.02	$178.53	$238.04	7/1/2021	12/31/2021	$41.00		
	$123.18	$184.78	$246.37	1/1/2022	12/31/2022	$42.44	3.50%	
	$127.50	$191.24	$254.99	1/1/2023	12/31/2023	$43.92	3.50%	N/A
	$132.60	$198.89	$265.19	1/1/2024	12/31/2024	$45.68	4.00%	
	$137.90	$206.85	$275.80	1/1/2025	12/31/2025	$47.50	4.00%	

(Add pages as necessary)

BILLING INFORMATION | CALCULATION INFORMATION

Name/Job Title/Classification[1]	Hourly Billing Rates[2]			Effective date of hourly rate		Actual or Avg. hourly rate[4]	% or $ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Principal Engineer / Principal-in-Charge	$263.87	N/A	N/A	7/1/2021	12/31/2021	$90.90		$70 - $120
	$273.11	N/A	N/A	1/1/2022	12/31/2022	$94.08	3.50%	$72 - $124
	$282.67	N/A	N/A	1/1/2023	12/31/2023	$97.37	3.50%	$75 $129
	$293.97	N/A	N/A	1/1/2024	12/31/2024	$101.27	4.00%	$78 - $134
	$305.73	N/A	N/A	1/1/2025	12/31/2025	$105.32	4.00%	$81 - $139
Associate Principal Engineer	$252.55	N/A	N/A	7/1/2021	12/31/2021	$87.00		$70 - $110
	$261.39	N/A	N/A	1/1/2022	12/31/2022	$90.05	3.50%	$72 - $114
	$270.54	N/A	N/A	1/1/2023	12/31/2023	$93.20	3.50%	$75 $118
	$281.36	N/A	N/A	1/1/2024	12/31/2024	$96.92	4.00%	$78 - $123
	$292.62	N/A	N/A	1/1/2025	12/31/2025	$100.80	4.00%	$81 - $127
Senior Engineer	$197.40	N/A	N/A	7/1/2021	12/31/2021	$68.00		$50 - $100
	$204.31	N/A	N/A	1/1/2022	12/31/2022	$70.38	3.50%	$52 - $104
	$211.46	N/A	N/A	1/1/2023	12/31/2023	$72.84	3.50%	$54 $107
	$219.92	N/A	N/A	1/1/2024	12/31/2024	$75.76	4.00%	$56 - $111
	$228.71	N/A	N/A	1/1/2025	12/31/2025	$78.79	4.00%	$58 - $116
Associate Engineer	$159.66	N/A	N/A	7/1/2021	12/31/2021	$55.00		$35 - $70
	$165.25	N/A	N/A	1/1/2022	12/31/2022	$56.93	3.50%	$36 - $72
	$171.03	N/A	N/A	1/1/2023	12/31/2023	$58.92	3.50%	$37 $75
	$177.87	N/A	N/A	1/1/2024	12/31/2024	$61.27	4.00%	$39 - $78
	$184.99	N/A	N/A	1/1/2025	12/31/2025	$63.73	4.00%	$41 - $81
Assistant Engineer I	$116.12	$174.17	$232.23	7/1/2021	12/31/2021	$40.00		$26 - $46
	$120.18	$180.27	$240.36	1/1/2022	12/31/2022	$41.40	3.50%	$27 - $48
	$124.39	$186.58	$248.77	1/1/2023	12/31/2023	$42.85	3.50%	$28 $49
	$129.36	$194.04	$258.72	1/1/2024	12/31/2024	$44.56	4.00%	$29 - $51
	$134.54	$201.80	$269.07	1/1/2025	12/31/2025	$46.35	4.00%	$30 - $53
Assistant Engineer II	$156.76	$235.13	$313.51	7/1/2021	12/31/2021	$54.00		$34 - $62
	$162.24	$243.36	$324.49	1/1/2022	12/31/2022	$55.89	3.50%	$35 - $64
	$167.92	$251.88	$335.84	1/1/2023	12/31/2023	$57.85	3.50%	$36 $66
	$174.64	$261.96	$349.28	1/1/2024	12/31/2024	$60.16	4.00%	$38 - $69
	$181.62	$272.44	$363.25	1/1/2025	12/31/2025	$62.57	4.00%	$39 - $72
Engineering Tech / Assistant	$101.60	$152.40	$203.20	7/1/2021	12/31/2021	$35.00		$25 - $45
	$105.16	$157.74	$210.32	1/1/2022	12/31/2022	$36.23	3.50%	$26 - $47
	$108.84	$163.26	$217.68	1/1/2023	12/31/2023	$37.49	3.50%	$27 $48
	$113.19	$169.79	$226.38	1/1/2024	12/31/2024	$38.99	4.00%	$28 - $50
	$117.72	$176.58	$235.44	1/1/2025	12/31/2025	$40.55	4.00%	$29 - $52
CAD Manager	$145.15	N/A	N/A	7/1/2021	12/31/2021	$50.00		$34 - $56
	$150.23	N/A	N/A	1/1/2022	12/31/2022	$51.75	3.50%	$35 - $58
	$155.48	N/A	N/A	1/1/2023	12/31/2023	$53.56	3.50%	$36 $60
	$161.70	N/A	N/A	1/1/2024	12/31/2024	$55.70	4.00%	$38 - $62
	$168.17	N/A	N/A	1/1/2025	12/31/2025	$57.93	4.00%	$39 - $65

(Add pages as necessary)

BILLING INFORMATION				CALCULATION INFORMATION				
Name/Job Title/Classification[1]	Hourly Billing Rates[2]			Effective date of hourly rate		Actual or Avg. hourly rate[4]	% or $ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
CAD Tech	$101.60	$152.40	$203.20			$35.00		$25 - $40
	$105.16	$157.74	$210.32			$36.23	3.50%	$26 - $41
	$108.84	$163.26	$217.68			$37.49	3.50%	$27 $43
	$113.19	$169.79	$226.38	1/1/2021	12/31/2021	$38.99	4.00%	$28 - $45
	$117.72	$176.58	$235.44	1/1/2022	12/31/2022	$40.55	4.00%	$29 - $46
	$122.43	$183.64	$244.86	1/1/2023	12/31/2023	$42.17	4.00%	$30 - $48
	$127.33	$190.99	$254.65	1/1/2024	12/31/2024	$43.86	4.00%	$31 - $50
Senior Engineering Tech	$159.66	N/A	N/A			$55.00		$33 - $65
	$165.25	N/A	N/A			$56.93	3.50%	$34 - $67
	$171.03	N/A	N/A			$58.92	3.50%	$35 $70
	$177.87	N/A	N/A	1/1/2021	12/31/2021	$61.27	4.00%	$37 - $72
	$184.99	N/A	N/A	1/1/2022	12/31/2022	$63.73	4.00%	$38 - $75
	$192.39	N/A	N/A	1/1/2023	12/31/2023	$66.27	4.00%	$40 - $78
	$200.08	N/A	N/A	1/1/2024	12/31/2024	$68.92	4.00%	$41 - $81
Student Assistant / Intern	$58.06	$87.09	$116.12			$20.00		$16 - $25
	$60.09	$90.14	$120.18			$20.70	3.50%	$17 - $26
	$62.19	$93.29	$124.39			$21.42	3.50%	$17 $27
	$64.68	$97.02	$129.36	1/1/2021	12/31/2021	$22.28	4.00%	$18 - $28
	$67.27	$100.90	$134.54	1/1/2022	12/31/2022	$23.17	4.00%	$19 - $29
	$69.96	$104.94	$139.92	1/1/2023	12/31/2023	$24.10	4.00%	$19 - $30
	$72.76	$109.14	$145.51	1/1/2024	12/31/2024	$25.06	4.00%	$20 - $31
Administrative Assistant / Support Staff	$119.02	$178.53	$238.04			$41.00		$15 - $52
	$123.18	$184.78	$246.37			$42.44	3.50%	$16 - $54
	$127.50	$191.24	$254.99			$43.92	3.50%	$16 $56
	$132.60	$198.89	$265.19	1/1/2021	12/31/2021	$45.68	4.00%	$17 - $58
	$137.90	$206.85	$275.80	1/1/2022	12/31/2022	$47.50	4.00%	$17 - $60
	$143.42	$215.12	$286.83	1/1/2023	12/31/2023	$49.40	4.00%	$18 - $63
	$149.15	$223.73	$298.30	1/1/2024	12/31/2024	$51.38	4.00%	$19 - $65
Associate Surveyor / Project Surveyor**	$130.63	N/A	N/A			$45.00		$37 - $67
	$135.20	N/A	N/A			$46.58	3.50%	$38 - $69
	$139.93	N/A	N/A			$48.21	3.50%	$40 $72
	$145.53	N/A	N/A	1/1/2021	12/31/2021	$50.13	4.00%	$41 - $75
	$151.35	N/A	N/A	1/1/2022	12/31/2022	$52.14	4.00%	$43 - $78
	$157.41	N/A	N/A	1/1/2023	12/31/2023	$54.22	4.00%	$45 - $81
	$163.70	N/A	N/A	1/1/2024	12/31/2024	$56.39	4.00%	$46 - $84
Survey Technician**	$116.12	$174.17	$232.23			$40.00		$29 - $50
	$120.18	$180.27	$240.36			$41.40	3.50%	$30 - $52
	$124.39	$186.58	$248.77			$42.85	3.50%	$31 $54
	$129.36	$194.04	$258.72	1/1/2021	12/31/2021	$44.56	4.00%	$32 - $56
	$134.54	$201.80	$269.07	1/1/2022	12/31/2022	$46.35	4.00%	$34 - $58
	$139.92	$209.88	$279.84	1/1/2023	12/31/2023	$48.20	4.00%	$35 - $60
	$145.51	$218.27	$291.03	1/1/2024	12/31/2024	$50.13	4.00%	$36 - $63

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate =- actual hourly rate * (1 + ICR) * (1 + Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL Page 6 of 6

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant: Quincy Engineering, Inc. ■ Prime Consultant ☐ Subconsultant
Client: Mariposa County
Project: Dogtown Road Bridge (40C0039) over Maxwell Creek Contract No. Date: 10/8/2021

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	**Quantity**	**Unit**	**Unit Cost**	**Total**
Mileage Costs	TBD	Miles	Current IRS Rate	$
Per Diem	TBD	Day	Current GSA Rate	
Overnight Mail Service	TBD	EA	Actual	$
Outside Vendor Printing & Reproduction	TBD	EA	Actual	$
Tolls & Parking	TBD	EA	Actual	$
Prevailing Wage Differential	TBD	EA	Actual	$
Subconsultant 1:				$
Subconsultant 2:				$
Subconsultant 3:				$
Subconsultant 4:				$
Subconsultant 5:				$

Note: Add additional pages if necessary.

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Person:

EXHIBIT 10-H2 COST PROPOSAL Form 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.
Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: R. Brent Lemon Title*: Vice-President

Signature: R. Brent Lemon Date of Certification (mm/dd/yyyy): 10/18/2021

Email: brentl@quincyeng.com Phone Number: 916.368.9181

Address: 11017 Cobblerock Drive Suite 100 Rancho Cordova, 95670

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Project Management, Bridge Design, Roadway Design, Plan Sheet Development, Technical Report Writing, Special Provisions, Construction Material Quantities, Marginal Estimates, Environmental Document Support, Caltrans and other Funding Assistance, Constructability Reviews

MARIPOSA COUNTY

Public Works · 209 966 5356

RESOLUTION - ACTION REQUESTED 2018-596

MEETING: December 11, 2018

TO: The Board of Supervisors

MINUTE ORDER ATTACHED

FROM: Mike Healy, Public Works Director

RE: Approve a Fourth Amendment with Quincy Eng for Dogtown Bridge #39

RECOMMENDATION AND JUSTIFICATION:
Approve Fourth Amendment with Quincy Engineering Extending the Term of Agreement to December 31, 2018, for Bridge Design Services of the Bridge on Dogtown Road Over Maxwell Creek (Bridge No. 40C0039); and Authorize the Board of Supervisors Chair to Sign the Amendment.

This Amendment only adds time and no additional cost to this contract. This project is near completion and will be entering the construction phase in Fiscal year 2019/2020.

This project is funded through the Federal Highway Administration, Federal Highway Bridge Program as part of the current Federal Transportation Bill, MAP-21. Caltrans manages the program in the State of California. Under current regulations 100% of the cost of these contracts, and the staff time necessary for Public Works to manage them, are reimbursable from the Highway Bridge Program.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On February 28, 2017 Resolution 2017-100 to extend the term of the Agreement to December 31, 2018 and increase compensation by $364,000.

On March 8, 2016 Resolution 2016-115 authorized to extend the date of completion to December 31, 2017.

On January 6, 2015, Resolution #2015-14 authorized to extend the date of completion of the Agreement to December 31, 2015.

On October 15, 2013, Resolution #2013-459 authorized Public Works to enter into two Agreements with Quincy Engineering for bridge design for two bridges on Dogtown Road.

On May 28, 2013 the Board approved a Program Supplement with Caltrans for these three bridges.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, the designer could not be paid and their progress would be halted and

Resolution - Action Requested 2018-596

the bridge design would not be completed.

FINANCIAL IMPACT:
There is no financial impact as funding for this project is reimbursable in full.

ATTACHMENTS:
Quincy Eng 4th amd #39 Dogtown-Maxwell (DOC)
Quincy Eng 3rd amd & addm (DOCX)
Quincy Eng 2nd amd (PDF)
Quincy Eng 1st amd 40C0039 (PDF)
Quincy Eng. 14-013 40C0039 (PDF)

RESULT: **ADOPTED AS AMENDED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Merlin Jones, District II Supervisor
AYES: Rosemarie Smallcombe, Merlin Jones, Marshall Long, Miles Menetrey
EXCUSED: Kevin Cann

COUNTY of MARIPOSA

P.O. Box 784, Mariposa, CA 95338 (209) 966-3222

ROSEMARIE SMALLCOMBE, CHAIR — **DISTRICT I**
MILES MENETREY, VICE-CHAIR — **DISTRICT V**
MERLIN JONES — **DISTRICT II**
MARSHALL LONG — **DISTRICT III**
KEVIN CANN — **DISTRICT IV**

MARIPOSA COUNTY BOARD OF SUPERVISORS

MINUTE ORDER

TO:	MIKE HEALY/Public Works Director
FROM:	RENÉ LaROCHE/Clerk of the Board
SUBJECT:	Approve Fourth Amendment with Quincy Engineering Extending the Term of Agreement to December 31, 2021, for Bridge Design Services of the Bridge on Dogtown Road Over Maxwell Creek (Bridge No. 40C0039); and Authorize the Board of Supervisors Chair to Sign the Amendment
RESOLUTION:	18-596

The following action was taken by the Mariposa County Board of Supervisors on **December 11, 2018:**

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

No public input.

CORRECTIONS:
CA18 (Res. 18-596) - Change the end date of the contract extension from December 31, 2018, to December 31, 2021.
CA22 (Res. 18-599) - Change the date from November 28, 2016, to December 3, 2018.

RESULT: **ADOPTED [4-0]**

MOVER: Marshall Long, District III Supervisor

SECONDER: Merlin Jones, District II Supervisor

AYES: Rosemarie Smallcombe, Merlin Jones, Marshall Long, Miles Menetrey

EXCUSED: Kevin Cann

FORTH AMENDMENT TO AGREEMENT FOR ENGINEERING AND DESIGN SERVICES FOR DOGTOWN OVER MAXWELL CREEK BRIDGE 40C0039

THIS FORTH AMENDMENT TO AGREEMENT FOR ENGINEERING AND DESING SERVICES FOR DOGTOWN OVER MAXWELL CREEK BRIDGE #40C0039 is made and entered into this 11th day of Dec, 2018, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "**County,**" and Quincy Engineering, hereinafter referred to as "**Contractor.**"

WHEREAS, **County** and **Contractor** have heretofore entered into an Agreement dated October 15, 2013, wherein **Contractor** agreed to provide engineering and design services; and

WHEREAS, **County** and **Contractor** entered into a First Amendment dated January 6, 2015 to extend the term of the Agreement to December 31, 2015.

WHEREAS, **County** and **Contractor** entered into a Second Amendment dated March 8, 2016 to extend the term of the Agreement to December 31, 2017.

WHEREAS, **County** and **Contractor** entered into a Third Amendment dated February 28, 2017 to extend the term of the Agreement to December 31, 2018 and increase compensation by Three Hundred Sixty Four Thousand Dollars ($364,000) for a total not to exceed amount of Five Hundred Thirty Five Thousand Dollars ($535,000).

WHEREAS, **County** and **Contractor** desire extend the term of the Agreement to December 31, 2021 to **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 extend the term of the Agreement to December 31, 2021.

2. Except as herein amended, the agreement dated October 15, 2013 together with the First Amendment dated January 6, 2015, the Second Amendment dated March 8, 2016, and the Third Amendment dated February 28, 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:

Rosemarie Smallcombe, Chairman
Mariposa County Board of Supervisors

CONTRACTOR:

Quincy Engineering

ATTEST:

RENE LAROCHE
Clerk of the Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

MARIPOSA COUNTY

Public Works · (209) 966-5356

RESOLUTION - ACTION REQUESTED 2017-100

MEETING: February 28, 2017

TO: The Board of Supervisors

FROM: Tony Stobbe, Public Works Director

RE: Approve a Third Amendment with Quincy Eng for Dogtown Bridge

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RECOMMENDATION AND JUSTIFICATION:
Approve Third Amendment with Quincy Engineering Extending the Term of Agreement to December 31, 2018, for Bridge Design Services of the Bridge on Dogtown Road Over Maxwell Creek (Bridge No. 40C0039), increase Compensation by $364,000 for a Total Compensation of $535,000; and Authorize the Board of Supervisors Chair to Sign the Amendment.

Quincy Engineering will provide Project Management, Topographic Survey & Right of Way Mapping, Geotechnical, Hydraulics, Preliminary Engineering, Environmental (Surveys and Constraints Mapping), Augmentation, Project Management, Environmental (Technical Studies), Public Outreach, Plans, Specifications and Estimate, Appraisals and Acquisitions.

This project is funded through the Federal Highway Administration, Federal Highway Bridge Program as part of the current Federal Transportation Bill, MAP-21. Caltrans manages the program in the State of California. Under current regulations 100% of the cost of these contracts, and the staff time necessary for Public Works to manage them, are reimbursable from the Highway Bridge Program.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On March 8, 2016 Resolution 2016-115 authorized to extend the date of completion to December 31, 2017.

On January 6, 2015, Resolution #2015-14 authorized to extend the date of completion of the Agreement to December 31, 2015.

On October 15, 2013, Resolution #2013-459 authorized Public Works to enter into two Agreements with Quincy Engineering for bridge design for two bridges on Dogtown Road.

On May 28, 2013 the Board approved a Program Supplement with Caltrans for these three bridges.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The Board could choose not to approve the Third Amendment which would mean the

bridge would not be completed.

FINANCIAL IMPACT:
There is no financial impact as funding for this project is reimbursable in full.

ATTACHMENTS:
Quincy Eng 3rd amd & addm (DOCX)
Quincy Eng 2nd amd (PDF)
Quincy Eng 1st amd 40C0039 (PDF)
Quincy Eng. 14-013 40C0039 (PDF)

CAO RECOMMENDATION
Requested Action Recommended

Dallin Kimble
Dallin Kimble, Interim CAO 2/23/2017

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Merlin Jones, District II Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Miles Menetrey, Rosemarie Smallcombe, Merlin Jones, Marshall Long
EXCUSED: Kevin Cann

THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT is made and entered into this 15th day of March 2017, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as **"County"** and Quincy Engineering, hereinafter referred to as **"Contractor"**.

WHEREAS, **County** and **Contractor** have heretofore entered into an Agreement dated October 15, 2013, wherein Consultant agreed to provide bridge design services for Dogtown Road over Maxwell Creek Bridge (40C0039); and

WHEREAS, **County** and **Contractor** entered into the First Amendment dated January 6, 2015 to extend the term of the Agreement to December 31, 2015; and

WHEREAS, **County** and **Contractor** entered into the Second Amendment dated March 8, 2016 to extend the term of the Agreement to December 31, 2017; and

WHEREAS, **County** and **Contractor** desire to further amend said Agreement to extend the term of the agreement to December 31, 2018, to expand the scope of services to be performed by Contractor to increase compensation, and to incorporate an Addendum for federally funded 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 the Agreement to December 31, 2018.

2. Paragraph 4.01 "Compensation" is hereby amended to increase the compensation in the amount of Three Hundred Sixty Four Thousand Dollars ($364,000) as set forth in Exhibit "B" attached hereto, which result in a total compensation of Five Hundred Thirty Five Thousand Dollars ($535,000.).

3. Paragraph 3.01 "Scope of Services" is hereby amended to expand the scope of services to be performed by Contractor as set forth in Exhibit A-1 attached hereto.

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

5. Except as herein amended, the Professional Services Agreement dated October 15, 2013, together with the First Amendment dated January 6, 2015 and the Second Amendment dated March 8, 2016 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

3/14/17
Marshall Long, Chair (date)

CONTRACTOR:
Quincy Engineering

3/7/17
Signature (date)

APPROVED AS TO FORM:

3-15-17
Steven W. Dahlem (date)
County Counsel

ATTEST:

3/14/17
Renee LaRoche (date)
Clerk of the Board

EXHIBIT "A-1"

PROJECT SCOPE OF WORK

Previously **Quincy Engineering, Inc. (Quincy)** provided **Mariposa County (County)** with Preliminary Engineering for the replacement of the Maxwell Creek Bridge on Dogtown Road (**Bridge Number 40C0039**). This first phase of work consisted of the following items:

- **Phase 1**
  - Project Management
  - Topographic Survey & Right of Way Mapping
  - Geotechnical
  - Hydraulics
  - Preliminary Engineering
  - Environmental (Surveys and Constraints Mapping)

To date the products delivered to the County in this first Phase of work are the 30% Roadway Plans, Type Selection Report and Environmental Constraints Mapping (both biological and cultural).

Quincy provides the following scope of work to augment the Phase 1 tasks as well as include the Phase 2 tasks. The following Scope of Work includes the following.

- **Phase 1 Augmentation**
  - Project Management
  - Environmental (Technical Studies)

- **Phase 2**
  - Public Outreach (Optional)
  - Plans, Specifications and Estimate
  - Appraisals and Acquisitions

Attached (Exhibit A) is the corresponding fee for the augmentation to the Phase 1 work as well as the fee for the Phase 2 work.

PHASE 1 AUGMENTATION

TASK 1 – PROJECT MANAGEMENT

Additional PDT meetings in person and Phone Conferences are proposed for this Scope of Work. **Quincy** will also provide quality control services throughout the duration of Phase 2.

TASK 6 – ENVIRONMENTAL

The environmental scope is based on the results of the Preliminary Environmental Study (PES) Form (approved by Caltrans on March 1, 2016) and the recommendations provided in the biological/cultural resource technical memorandums completed under Phase I. This phase of work includes more detailed field surveys, submittal of technical reports to Caltrans, preparation of the CEQA document, and environmental permitting support to the **County**. **Quincy** assumes that preparation of a Categorical Exclusion (CE) (with supporting technical studies) will be sufficient to address the requirements of NEPA, with preparation of the CE by Caltrans staff consistent with Federal Highway Administration NEPA delegation requirements. The scope of work assumes completion of the CE by Caltrans District 10 staff, with preparation of the supporting technical studies by **Quincy**/Area West

Environmental. For the **County's** CEQA compliance, Quincy will prepare an Initial Study/Mitigated Negative Declaration (IS/MND).

PHASE 2

TASK 7 – PUBLIC OUTREACH (OPTIONAL)

Quincy and AIM will work with the County to develop and implement a public outreach plan which will identify the goals, approach, tasks, and schedule based upon the outreach objectives.

TASK 8 – PS&E

Quincy will design the structure and has assumed that the final bridge design will be a single span, cast-in-place, post-tensioned concrete, slab bridge approximately 62 feet long by 25 feet wide. Quincy has also assumed the bridge will be replaced in the same location utilizing a temporary detour and that the bridge will be supported by seat type abutments founded on spread footings. Should the preliminary engineering result in a different alternative, the assumed design hours may need to be adjusted.

The final approach roadway design will be completed in accordance with applicable **County** Standards, Caltrans "Highway Design Manual", AASHTO's "A Policy on Geometric Design of Highways and Streets" and ADA along with Caltrans "Standard Specifications and Standard Plans".

TASK 9 – APPRAISALS AND ACQUISITIONS

Bender Rosenthal Inc.'s (BRI) will work with the engineering team to highlight property owners' issues prior to the appraisal and acquisitions phase. BRI will develop complete appraisals that will state the estimated fair market value of the Fee or Permanent Easement interest plus any Temporary Construction Easements (TCE) for up to four (4) referenced real properties.

TASK 10 – BIDDING & POST-AWARD ASSISTANCE (OPTIONAL)

Quincy can provide bidding assistance and construction support services for the **County** on a time and materials basis (we have assumed 104 hours):

PROJECT ASSUMPTIONS

- The **County** will be responsible for printing and distributing bid documents.
- The County will be responsible for Construction Management.

COST PROPOSAL (SUMMARY)

A.	Quincy Engineering	-	$	203,362.71
			$	23,829.51 (+)
B.	Sub Consultants	-	$	97,612.32
			$	36,589.50 (+)
C.	Other Direct Costs	-	$	1,267.00
			$	380.00 (+)
			$	363,041.04
	(Not to exceed	-	$	*364,000.00)*

Cost Proposal

EXHIBIT "B"

Mariposa County - Maxwell Creek Bridge on Dogtown Road Bridge Replacement (Br. No. 40C0039)

Date: 7/9/2016

	Quincy Engineering, Inc.				
	Direct Labor:				$66,477.33
	Escalation for Multi-Year Project (3.5%):				$2,326.71
	Overhead (1.64):				$112,769.81
A.	Labor Subtotal				$181,573.85
	Subconsultant Costs:				
	Kleinfelder				$0.00
	WRECO				$0.00
	AIM				$0.00
	Area West				$62,461.90
	Bender Rosenthal				$35,150.42
	JRP				$0.00
B.	Subconsultant Subtotal				$97,612.32
	Other Direct Costs:				
	Plotter/Computer		hours @	$10.00	$0.00
	Travel	1050	miles @	$0.540	$567.00
	Pier Diem/ Hotel	2	days @	$150.00	$300.00
	Phone/Fax				$0.00
	Delivery	4	@	$25.00	$100.00
	Survey Prevailing Wage Differential				$0.00
	Vellum / Mylars	0	sheets @	$25.00	$0.00
	Title Reports	0	@	$500.00	$0.00
	11 X 17 Reproduction	3000	@	$0.10	$300.00
	Mounting Boards for Presentations	0	@	$100.00	$0.00
	Newsletters (Translation and printing)				
	Mailings (6x)				
C.	Other Direct Cost Subtotal:				$1,267.00
	Labor Subtotal A. =				$181,573.85
	Fee (12.0%):				$21,788.86
	Subconsultant Subtotal B. =				$97,612.32
	Fee (0.0%).				$0.00
	Other Direct Cost Subtotal: C. =				$1,267.00
	Fee (0.0%):				$0.00
	TOTAL =				**$302,242.03**

Note: Invoices will be **based upon actual QEI hourly rates** plus overhead at 163.9% plus prorated portion of fixed fee. Subconsultant and Other Direct Costs will be billed at actual cost.

Total not to Exceed= **$303,000**

Cost Proposal

OPTIONAL TASKS

Mariposa County - Maxwell Creek Bridge on Dogtown Road Bridge Replacement (Br. No. 40C0039)

Date: 7/9/2016

	Quincy Engineering, Inc.				
	Direct Labor:				$7,789.64
	Escalation for Multi-Year Project (3.5%):				$272.64
	Overhead (1.64):				$13,214.07
A.	Labor Subtotal				$21,276.35
	Subconsultant Costs:				
	Kleinfelder				$0.00
	WRECO				$0.00
	AIM				$22,099.00
	Area West				$0.00
	Bender Rosenthal				$0.00
	JRP				$14,490.50
B.	Subconsultant Subtotal				$36,589.50
	Other Direct Costs:				
	Plotter/Computer		hours @	$10.00	$0.00
	Travel	375	miles @	$0.540	$202.50
	Pier Diem/ Hotel	1	days @	$150.00	$150.00
	Phone/Fax				$0.00
	Delivery	1	@	$25.00	$25.00
	Survey Prevailing Wage Differential				$0.00
	Vellum / Mylars	0	sheets @	$25.00	$0.00
	Title Reports	0	@	$500.00	$0.00
	11 X 17 Reproduction	25	@	$0.10	$2.50
	Mounting Boards for Presentations	0	@	$100.00	$0.00
	Newsletters (Translation and printing)				
	Mailings (6x)				
C.	Other Direct Cost Subtotal:				$380.00
	Labor Subtotal A. =				$21,276.35
	Fee (12.0%):				$2,553.16
	Subconsultant Subtotal B. =				$36,589.50
	Fee (0.0%):				$0.00
	Other Direct Cost Subtotal: C. =				$380.00
	Fee (0.0%):				$0.00
	TOTAL =				**$60,799.01**

Note: Invoices will be **based upon actual QEI hourly rates** plus overhead at 163.9% plus prorated portion of fixed fee. Subconsultant and Other Direct Costs will be billed at actual cost.

Total not to Exceed= **$61,000**

Total Including Optional Tasks= $364,000.00

EXHIBIT "C"

MARIPOSA COUNTY

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

Consultant: Quincy Engineering
Project: Dogtown Bridge 40C0039
****

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, 2018 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

County of Mariposa
Maxwell Creek on Dogtown Road
Bridge Number 40C0039

Quincy Engineering Inc.

CONSULTANT: Quincy Engineering

CONSULTANT COST PROPOSAL

DIRECT LABOR

Name	Classification	Range	Hours	Initial Hourly Rate	Total
Brent Lemon	Principal in Charge	$60 - $75	4 @	$76.70	$306.80
Lance Schrey	Project Manager - PM	$60 - $75	150 @	$69.50	$10,425.00
Greg Young	Senior Engineer - PE	$45 - $70	142 @	$63.00	$8,946.00
Juan Cruz	Assistant Engineer	$45 - $70	366 @	$31.60	$11,565.60
Scott Mc Cauley	Senior Engineer	$45 - $70	68 @	$53.00	$3,604.00
Krassimir Panayotov	Associate Engineer - DE	$45 - $70	46 @	$51.70	$2,378.20
Jim Thornton	Survey Manager	$32 - $55	0 @	$50.00	$0.00
Road Engineer	Assistant Engineer - DE	$25 - $40	0 @	$38.00	$0.00
Bridge Engineer	Assistant Engineer - DE	$25 - $40	32 @	$38.00	$1,216.00
Ray Weiss	Environmental Manager	$25 - $40	120 @	$59.00	$7,080.00
Staff	Biologist	$25 - $40	164 @	$35.00	$5,740.00
Staff	Planner	$15 - $50	100 @	$25.00	$2,500.00
Bob Maechler	CADD Technician	$20 - $32	128 @	$44.70	$5,721.73
Jim Foster	Principal Engineer (QC/QA)	$45 - $75	24 @	$76.70	$1,840.80
Phyllis Jordan	Admin	$10 - $35	8 @	$35.20	$281.60
Kelly Gallagher	Senior Engineer - Spec.s	$45 - $70	76 @	$64.10	$4,871.60
			1,428		
				Subtotal Direct Labor Costs	$66,477.33
		4%		**Anticipated Salary Increases**	$2,326.71
				TOTAL - Direct Labor	$68,804.04

INDIRECT COSTS

	Rate	Total
Overhead	163.90%	$112,769.82
Fringe Benefit (Included in OH)	0.00%	
General & Administrative (Included in OH)	0.00%	
	163.90%	
TOTAL - Indirect Costs		$112,769.82

FEE (12.00%) TOTAL - Fee $21,788.86

OTHER DIRECT COSTS

			Total
Travel Costs	1050 @	$0.540	$ 567.00
Per Diem / Hotel	2 @	$150.00	$ 300.00
Survey Prevailing Wage Differential			$ -
Overnight Service	4 @	$25.00	$ 100.00
Title Reports	0 @	$500.00	$ -
11 x 17 copies	3000 @	$0.10	$ 300.00
			$1,267.00

TOTAL COST $204,629.71

Subcontractor Costs $97,612.32
Total Contract $ 302,242.04

Total Cost not to Exceed = $303,000.00

County of Mariposa
Maxwell Creek on Dogtown Road
Bridge Number 40C0039

Quincy Engineering Inc. - Optional Tasks

CONSULTANT: Quincy Engineering

CONSULTANT COST PROPOSAL

DIRECT LABOR

Name	Classification	Range	Hours	Initial Hourly Rate	Total
Brent Lemon	Principal in Charge	$60 - $75	0 @	$76.70	$0.00
Lance Schrey	Project Manager - PM	$60 - $75	36 @	$69.50	$2,502.00
Greg Young	Senior Engineer - PE	$45 - $70	30 @	$63.00	$1,890.00
Juan Cruz	Assistant Engineer	$45 - $70	36 @	$31.60	$1,137.60
Scott Mc Cauley	Senior Engineer	$45 - $70	0 @	$53.00	$0.00
Krassimir Panayotov	Associate Engineer - DE	$45 - $70	0 @	$51.70	$0.00
Jon Wheat	Survey Manager	$32 - $55	0 @	$50.00	$0.00
Road Engineer	Assistant Engineer - DE	$25 - $40	0 @	$38.00	$0.00
Bridge Engineer	Assistant Engineer - DE	$25 - $40	0 @	$38.00	$0.00
Ray Weiss	Environmental Manager	$25 - $40	8 @	$59.00	$472.00
Inspector	Biologist	$25 - $40	0 @	$35.00	$0.00
Chainman	Planner	$32 - $50	0 @	$25.00	$0.00
Bob Maechler	CADD Technician	$20 - $32	40 @	$44.70	$1,788.04
Jim Foster	Principal Engineer (QC/QA)	$45 - $75	0 @	$76.70	$0.00
Phyllis Jordan	Admin	$10 - $35	0 @	$35.20	$0.00
Kelly Gallagher	Senior Engineer - Spec.s	$45 - $70	0 @	$64.10	$0.00
			150		
				Subtotal Direct Labor Costs	$7,789.64
		4%		**Anticipated Salary Increases**	$272.64
				TOTAL - Direct Labor	$8,062.28

INDIRECT COSTS

	Rate	Total
Overhead	163.90%	$13,214.07
Fringe Benefit (Included in OH)	0.00%	
General & Administrative (Included in OH)	0.00%	
	163.90%	
	TOTAL - Indirect Costs	$13,214.07

FEE (12.00%) TOTAL - Fee $2,553.16

OTHER DIRECT COSTS

				Total
Travel Costs	375 @	$0.540	$	202.50
Per Diem / Hotel	1 @	$150.00	$	150.00
Survey Prevailing Wage Differential			$	-
Overnight Service	1 @	$25.00	$	25.00
Title Reports	0 @	$500.00	$	-
11 x 17 copies	25 @	$0.10	$	2.50
				$380.00

TOTAL COST $24,209.51

Subcontractor Costs	$	36,589.50
Total Contract	$	60,799.02
Total Cost not to Exceed =		$61,000.00

MARIPOSA COUNTY

Public Works · (209) 966-5356

RESOLUTION - ACTION REQUESTED 2016-115

MEETING: March 8, 2016

TO: The Board of Supervisors

FROM: Tony Stobbe, Public Works Director

RE: Approve the Second Amendment with Quincy Engineering for Bridge No. 40C0039, Time Extension

---

RECOMMENDATION AND JUSTIFICATION:
Approve Second Amendment with Quincy Engineering Extending the Term of Agreement to December 31, 2017, for Bridge Design Services of the Bridge on Dogtown Road Over Maxwell Creek (Bridge No. 40C0039), and Authorize the Board of Supervisors Chair to Sign the Amendment. Due to unforeseen delays, it is necessary to extend the terms of Agreement in order to allow sufficient time for the work to be completed.

Quincy Engineering will provide project management, topographic survey and right-of-way mapping, geo-technical engineering, hydraulics, preliminary engineering and environmental surveys and constraints mapping for both bridges.

The Federal Highway Administration administers the Federal Highway Bridge Program as part of the current Federal Transportation Bill, MAP-21. Caltrans manages the program in the State of California.

Under current regulations 100% of the cost of these contracts, and the staff time necessary for Public Works to manage them, are reimbursable from the Highway Bridge Program.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On January 6, 2015, Resolution #2015-14 authorized to extend the date of completion of the Agreement to December 31, 2015.

On October 15, 2013, Resolution #2013-459 authorized Public Works to enter into two Agreements with Quincy Engineering for bridge design work for two bridges on Dogtown Road over Maxwell Creek.

On May 28, 2013 the Board approved a Program Supplement with Caltrans for these three bridges.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve the Second Amendment; the consultant would not be able to continue with the project.

FINANCIAL IMPACT:
None.

ATTACHMENTS:
2nd amdmt Quincy 40C0039 (PDF)
1st amdmt Quincy 40C0039 (PDF)
Contract Quincy 40C0039 (PDF)

CAO RECOMMENDATION
Requested Action Recommended

Mary Hodson
Mary Hodson, CAO 3/2/2016

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Merlin Jones, District II Supervisor
AYES: Smallcombe, Jones, Long, Cann, Carrier

RES. NO. 16-115

SECOND AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT is made and entered into this 2nd day of February 2016, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as **"County"** and Quincy Engineering, hereinafter referred to as **"Consultant"**.

WHEREAS, the **County** and **Consultant** have heretofore entered into an Agreement dated October 15, 2013, wherein **Consultant** agreed to provide bridge design services for Dogtown Road over the Maxwell Creek Bridge (40C0039) ; and

WHEREAS, **County** and **Consultant** entered into the First Amendment dated January 6, 2015 to extend the completion date of this agreement.

WHEREAS, **County** and **Consultant** desire to amend said Agreement extending the date of completion to December 31, 2017.

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 date of completion December 31, 2017.

2. Except as herein amended, the Agreement dated October 15, 2013, together with the First Amendment dated January 6, 2015 extending the date of completion to December 31, 2015 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:

3-9-16

JOHN CARRIER, Chair (Date)
Mariposa County Board of Supervisors

CONSULTANT:
Quincy Engineering

01/15/16

(Signature) (Date)

APPROVED AS TO FORM:

3-9-16

STEVEN W. DAHLEM (Date)

ATTEST:

3-9-16

Rene LaRoche (Date)

MARIPOSA COUNTY

Public Works · (209) 966-5356

RESOLUTION - ACTION REQUESTED 2015-14

MEETING: January 6, 2015

TO: The Board of Supervisors

FROM: Doug Wilson, Interim Public Works Director

2 agreements

RE: Approve the First Amendment with Quincy Engineering

RECOMMENDATION AND JUSTIFICATION:
Approve Two First Amendments with Quincy Engineering Extending the Terms of Both Agreements to December 31, 2015 for Bridge Design Services for Bridges on Dogtown Road Over Maxwell Creek (Bridge No. 40C0038 and 40C0039). Due to unforeseen delays, it is necessary to extend the terms of both Agreements in order to allow sufficient time for the work to be completed. The original Agreement expired on December 31, 2014.

Quincy Engineering will provide project management, topographic survey and right-of-way mapping, geo-technical engineering, hydraulics, preliminary engineering and environmental surveys and constraints mapping for both bridges.

The Federal Highway Administration administers the Federal Highway Bridge Program as part of the current Federal Transportation Bill, MAP-21. Caltrans manages the program in the State of California.

Under current regulations 100% of the cost of these contracts, and the staff time necessary for Public Works to manage them, are reimbursable from the Highway Bridge Program.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On October 15, 2013, Resolution #2013-459 authorized Public Works to enter into two Agreements with Quincy Engineering for bridge design work for two bridges on Dogtown Road over Maxwell Creek.

On May 28, 2013 the Board approved a Program Supplement with Caltrans for these two bridges.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve the First Amendments; the consultant would not be able to continue with the projects.

FINANCIAL IMPACT:
No financial impact-date extension only

ATTACHMENTS:
Quincy Eng First Amendment and Contract (Dogtown Rd. 40C0038) (PDF)
Quincy Eng First Amendment and Contract (Dogtown Rd. 40C0039) (PDF)

CAO RECOMMENDATION

Mary Hodson
Mary Hodson, Interim CAO 12/30/2014

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor-Elect
SECONDER: John Carrier, District V Supervisor
AYES: Smallcombe, Long, Jones, Cann, Carrier

RES. NO. 15-44

FIRST AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT is made and entered into this 6th day of January, 2015, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as **"County"** and Quincy Engineering, hereinafter referred to as **"Consultant"**.

WHEREAS, the **County** and **Consultant** have heretofore entered into an Agreement dated October 15, 2013, wherein **Consultant** agreed to provide bridge design services for Dogtown Road over the Maxwell Creek Bridge (Bridge No. 40C0039); and,

WHEREAS, **County** and **Consultant** desire to amend said Agreement extending the date of completion to December 31, 2015; and,

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 date of completion to December 31, 2015.
2. Except as herein amended, the Agreement dated October 15, 2013, 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:
Department of Public Works

Merlin Jones
MERLIN JONES, Chair
Mariposa County Board of Supervisors

1-6-15
(Date)

~~CONTACTOR~~: CONSULTANT:
Quincy Engineering

(Signature)

12/17/14
(Date)

APPROVED AS TO FORM

Steven W. Dahlem
STEVEN W. DAHLEM
County Counsel

1-6-15
(Date)

ATTEST:

Rene LaRoche
Rene LaRoche
Clerk of the Board of Supervisors

1-6-15
(Date)

MARIPOSA COUNTY

Public Works · (209) 966-5356

RESOLUTION - ACTION REQUESTED 2013-205

MEETING: May 28, 2013

TO: The Board of Supervisors

FROM: Peter Rei, Public Works Director

RE: Authorize the Dogtown Road Bridge Agreement

RECOMMENDATION AND JUSTIFICATION:
Approve the Program Supplement Agreement with the State of California Department of Transportation for the Dogtown Road over Maxwell Creek Bridge Project and Authorize the Public Works Director to Sign the Agreement.

Staff has prepared the necessary Federal Documents for the authorization of the Preliminary Engineering of Project # BRLO 5940(106). A resolution is required to authorize the Public Works Director to execute the Program Agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

1. Approve;
2. Not approve; and have the funds disencumbered and forego the completion of the project.

FINANCIAL IMPACT:
Funding is budgeted in the Engineering Fund (0150) and the Bridge Construction Fund (512) Funding is 100% reimbursable, there is no county match required.

ATTACHMENTS:
Dogtown Rd Bridge Agreement (PDF)

CAO RECOMMENDATION
Requested Action Recommended

Rick Benson, County Administrative Officer 5/28/2013

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Merlin Jones, District II Supervisor
SECONDER: John Carrier, District V Supervisor
AYES: Stetson, Jones, Bibby, Cann, Carrier

AUTHORIZATION / AGREEMENT SUMMARY - (E-76)

FEDERAL AID PROGRAM

CALIFORNIA DEPARTMENT OF TRANSPORTATION

DLA LOCATOR: 10-MPA-0-CR
PREFIX: BRLO
PROJECT NO: 5940(099)
SEQ NO: 1
STATE PROJ NO: 1012000240L-0
AGENCY: MARIPOSA
ROUTE:
TIP DATA
MPO: NON-MPO
FSTIP YR: 11/12
STIP REF: 230-0000-0031
DISASTER NO:
BRIDGE NO'S: 40C0038

PROJECT LOCATION:
DOGTOWN RD. OVER MAXWELL CREEK(P.M. 11.60) 1.6 MI EAST OF GREELEY HILL RD. (40C0038)
TYPE OF WORK:
REPLACE 2-LN BRIDGE WITH NEW 2-LANE BRIDGE (TC)
FED RR NO'S:
PUC CODES:
PROJ OVERSIGHT: FHWA OVERSIGHT REQ
ENV STATUS / DT:
RW STATUS / DT:
INV RTE:
BEG MP:
END MP:

PREV AUTH / AGREE DATES:
PE:
R/W:
CON:
SPR:
MCS:
OTH:

PROG CODE	LINE NO	IMPV TYPE	FUNC SYS	URBAN AREA	URB/RURAL	DEMO ID
L11E	10	15	R		RURAL	

FUNDING SUMMARY

PHASE		PROJECT COST	FEDERAL COST	AC COST
PE	PREV. OBLIGATION	$0.00	$0.00	$0.00
	THIS REQUEST	$250,000.00	$250,000.00	$0.00
	SUBTOTAL	$250,000.00	$250,000.00	$0.00
R/W	PREV. OBLIGATION	$0.00	$0.00	$0.00
	THIS REQUEST	$0.00	$0.00	$0.00
	SUBTOTAL	$0.00	$0.00	$0.00
CON	PREV. OBLIGATION	$0.00	$0.00	$0.00
	THIS REQUEST	$0.00	$0.00	$0.00
	SUBTOTAL	$0.00	$0.00	$0.00
	TOTAL:	$250,000.00	$250,000.00	$0.00

STATE REMARKS

04/23/2012 Requesting Authorization for PE using EPSP
05/09/2012 -Final design shall not proceed until final environmental approval.
-05/09/12 SEQ#1: The purpsoe of this request is to authorize $250,000 of L11E Federal fudn for the PE phase utilizing Toll Credit (TC).

FEDERAL REMARKS

AUTHORIZATION

AUTHORIZATION TO PROCEED WITH REQUEST: PRE
FOR: PRELIM ENG
DOCUMENT TYPE: AAGR

PREPARED IN FADS BY: SHAH, SHREYA ON 04/23/2012 948-7916
REVIEWED IN FADS BY: COLLINS, MELANIE ON 05/09/2012 653-8176
SUBMITTED IN FADS BY: HAJEER, ZAKARIA ON 05/09/2012 FOR CALTRANS
PROCESSED IN FADS BY: HUEY, SIUN ON 05/10/2012 FOR FHWA
APPROVED IN FMIS BY: MARY CUNNINGHAM ON 05/14/2012

SIGNATURE HISTORY FOR PROJECT NUMBER 5940(099) AS OF 05/15/2012

FHWA FMIS 4.0 SIGNATURE HISTORY

MOD #	SIGNED BY	SIGNED ON
0	SHUN HUEY	05/11/2012
	GARY J. SWEETEN	05/11/2012
	MARY CUNNINGHAM	05/14/2012

FHWA FMIS 3.0 SIGNATURE HISTORY

CALTRANS SIGNATURE HISTORY

DOCUMENT TYPE	SIGNED BY	SIGNED ON
AUTH/AGREE	HAJEER, ZAKARIA	05/09/2012

AUTHORIZATION / AGREEMENT SUMMARY - (E-76)

CALIFORNIA DEPARTMENT OF TRANSPORTATION

FEDERAL AID PROGRAM

DLA LOCATOR: 10-MPA-0-CR
PREFIX: BRLO
PROJECT NO: 5940(106)
SEQ NO: 1
STATE PROJ NO: 1013000137L-N
AGENCY: MARIPOSA
ROUTE:

TIP DATA
MPO: NON-MPO
FSTIP YR: 12/13
STIP REF: 230-0000-0380

DISASTER NO:
BRIDGE NO'S: 40C0039

PROJECT LOCATION:
DOGTOWN ROAD OVER MAXWELL CREEK, BRIDGE 40C0039
TYPE OF WORK:
BRIDGE REPLACEMENT (TC)
FED RR NO'S:
PUC CODES:
PROJ OVERSIGHT: DELEGATED/LOCAL ADMIN
ENV STATUS / DT:
RW STATUS / DT:
INV RTE:
BEG MP:
END MP:

PREV AUTH / AGREE DATES:
PE:
R/W:
CON:
SPR:
MCS:
OTH:

PROG CODE	LINE NO	IMPV TYPE	FUNC SYS	URBAN AREA	URB/RURAL	DEMO ID
M233	10	15	R		RURAL	

FUNDING SUMMARY

PHASE		PROJECT COST	FEDERAL COST	AC COST
PE	PREV. OBLIGATION	$0.00	$0.00	$0.00
	THIS REQUEST	$262,500.00	$262,500.00	$0.00
	SUBTOTAL	$262,500.00	$262,500.00	$0.00
R/W	PREV. OBLIGATION	$0.00	$0.00	$0.00
	THIS REQUEST	$0.00	$0.00	$0.00
	SUBTOTAL	$0.00	$0.00	$0.00
CON	PREV. OBLIGATION	$0.00	$0.00	$0.00
	THIS REQUEST	$0.00	$0.00	$0.00
	SUBTOTAL	$0.00	$0.00	$0.00
	TOTAL:	$262,500.00	$262,500.00	$0.00

STATE REMARKS

03/27/2013 Request is for authorization of $262,500 federal M233 funds to initiate preliminary environmental studies and preliminary design to replace existing one-lane timber bridge with a standard two-lane bridge. Final design shall not begin prior to NEPA environmental clearance. Project will utilize toll credits in lieu of local match for 100% federal reimbursement.
03/28/2013 appropriation method will be lump sum
04/03/2013 -4/3/13 SEQ#1: The purpose of this request is to authorize $262,500 of M233 federal fund utilizing Toll Credit (TC), and using Lump Sum.

FEDERAL REMARKS

AUTHORIZATION

AUTHORIZATION TO PROCEED WITH REQUEST: PRE
FOR: P.E. AUTHORIZATION
DOCUMENT TYPE: AAGR

PREPARED IN FADS BY: SERRANO, JESUS ON 03/27/2013 948-3689
REVIEWED IN FADS BY: COLLINS, MELANIE ON 03/28/2013 653-8176
SUBMITTED IN FADS BY: HAJEER, ZAKARIA ON 04/03/2013 FOR CALTRANS
PROCESSED IN FADS BY: HUEY, SHUN ON 04/03/2013 FOR FHWA
APPROVED IN FMIS BY: MARY CUNNINGHAM ON 04/05/2013

SIGNATURE HISTORY FOR PROJECT NUMBER 5940(106) AS OF 04/08/2013

FHWA FMIS 4.0 SIGNATURE HISTORY

MOD #	SIGNED BY	SIGNED ON
0	SHUN HUEY	04/04/2013
	GARY J. SWEETEN	04/04/2013
	MARY CUNNINGHAM	04/05/2013

FHWA FMIS 3.0 SIGNATURE HISTORY

CALTRANS SIGNATURE HISTORY

DOCUMENT TYPE	SIGNED BY	SIGNED ON
AUTH/AGREE	HAJEER, ZAKARIA	04/03/2013

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-531

MEETING:	December 3, 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 Permit Fee of $206 for the Lush Meadows Lights Event on December 13, 2024, from 5:30 PM to 8:30 PM

RECOMMENDATION AND JUSTIFICATION

Authorize the Public Works Director to Waive the Encroachment Permit Fee of $206 for the Lush Meadows Lights Event on December 13, 2024, from 5:30 PM to 8:30 PM.

The Woodland Elementary Boosters sponsor this event, which begins on Triangle Road at the north entrance of Meadow Lane and ends at the south entrance of Meadow Lane and Triangle Road.

The public will be able to drive around the subdivision to view the decorated houses and will be able to vote for their favorite house. Santa Claus, hot coffee/cocoa, and food trucks will be available for the public to enjoy.

BACKGROUND AND HISTORY OF BOARD ACTIONS

This is the fifth year of the event and is enjoyed by many families in the Mariposa area.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, the fee will be a hardship to the sponsor of the event.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Lushmeadows Lights - Permit App.**
2. **Lush Meadows Lights Letter to the Board**
3. **Lush Meadows Lights COI**
4. **Lush Meadows Lights Map**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe

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

COUNTY OF MARIPOSA
APPLICATION FOR ENCROACHMENT PERMIT

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

DATE: 10/4/24 Building Permit #: _____

APPLICANT: Woodland Elementary Boosters - Lush Meadows Lights - Dec. 13th 5:30-8:30pm

THE UNDERSIGNED HEREBY APPLIES FOR PERMISSION TO EXCAVATE, CONSTRUCT AND/OR OTHERWISE ENCROACH ON A COUNTY RIGHT-OF-WAY ON (ADDRESS) Triangle Rd. & Meadow Ln. 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
- ☐ ROAD CROSSING (WATER PIPE, CULVERT, ETC. EXPLAIN BELOW)
- ☒ SPECIAL EVENT (EXPLAIN BELOW) DATE OF EVENT_____
- ☐ OTHER (EXPLAIN BELOW)

Archway at Meadow Lane & Triangle Rd. Community event to drive & see homes with Christmas Lights.

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

Archway of Lushmeadows at Meadow Lane. Both lanes of traffic on both Triangle Rd. & Meadow Lane.

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: Triangle Rd. & Meadow Lane

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: Amber Blaloek

DATE ISSUED: _____

PRINTED NAME OF APPLICANT: Amber Blaloek

PHONE NUMBER: 559-760-9988

SIGNATURE OF APPLICANT: A. Blaloek

MAILING ADDRESS: 5730 Glacier Point
Mariposa, CA 95338

WEB
Woodland Elementary
Boosters

November 12, 2024
Mariposa County Board of Supervisors
Post Office Box 784
Mariposa, California 95338

Dear Mariposa County Board of Supervisors,

The Woodland Elementary Boosters would like to request the County Board of Supervisors grant permission to allow for the 5th annual Lush Meadow Lights event to take place. We also request that the County board of Supervisors waive the fee for the event. The proposed date is December 13, 2024 beginning at 5:30 pm.

Please find the attached encroachment permit application and map for Public Works to use should your permission be granted.

Thank you for your consideration and time.

Sincerely,

Amber Blalock
Woodland Elementary Boosters
Blalockbliss07@gmail.com

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/14/2024

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	CONTACT NAME: Megan Michele Lourenco	
Leap Carpenter Kemps	PHONE (A/C, No, Ext): 2093840727	FAX (A/C, No):
3187 Collins Dr	E-MAIL ADDRESS: mlourenco@lckinsurance.com	
Merced , CA 95348	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Fireman's Fund Insurance Company	21873
INSURED	INSURER B : Axis Insurance Company	37273
Woodland Elementary Boosters	INSURER C :	
PO Box 52	INSURER D :	
Mariposa , CA 95338	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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY	✓	✓	UST022072230	12/12/2024	12/14/2024	EACH OCCURRENCE	$ 1,000,000
	☐ CLAIMS-MADE ✓ OCCUR			NAEP123222			DAMAGE TO RENTED PREMISES	$ 500,000
	✓ Host Liquor Liability						MEDICAL EXPENSE	$ 10,000
							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	$ 1,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

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

Additional Insured: Mariposa County

CERTIFICATE HOLDER

Mariposa County

4639 Ben Hur Rd.
Mariposa , CA 95338

CANCELLATION

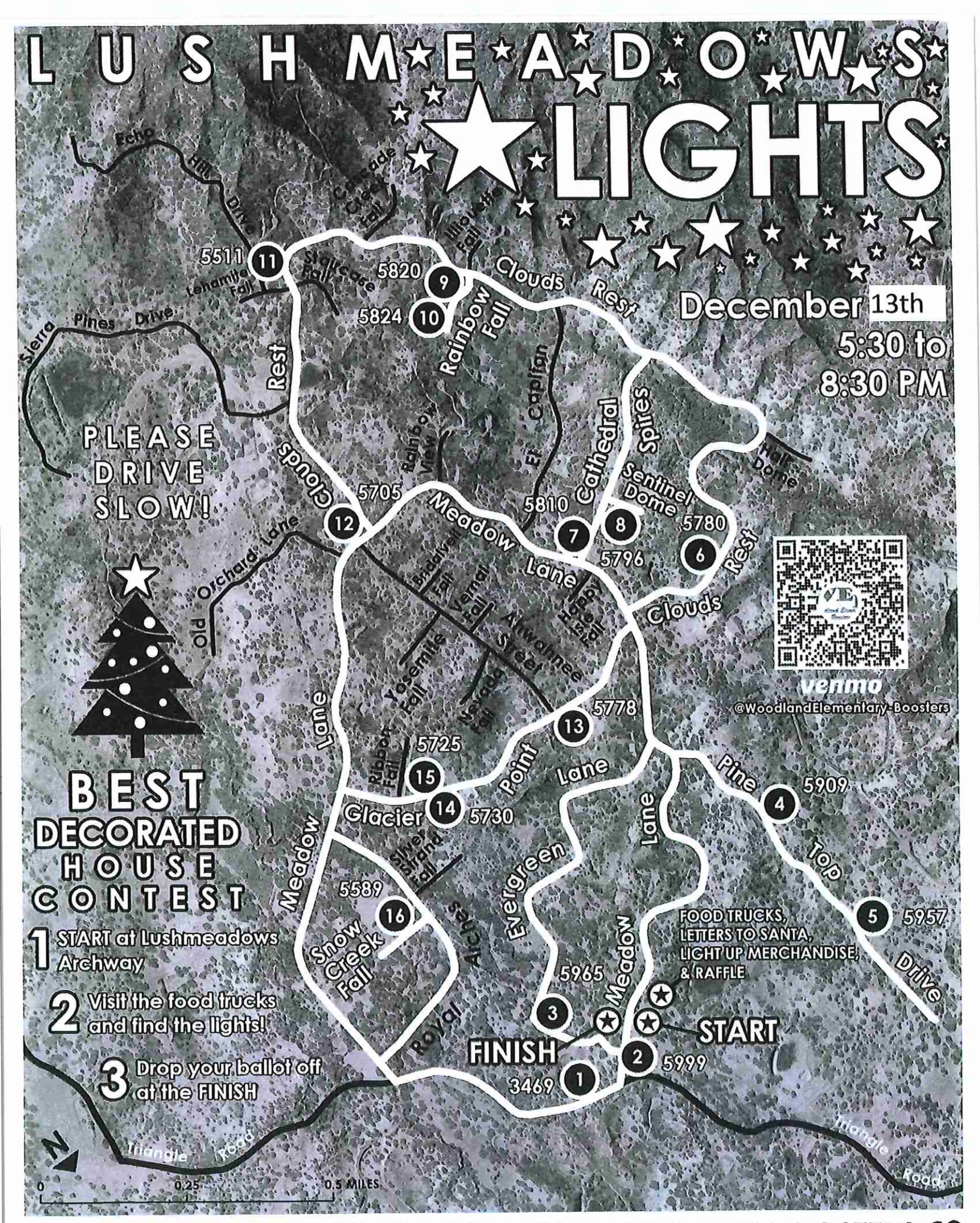
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph Guerrero

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DONATIONS TO BENEFIT WOODLAND ELEMENTARY BOOSTERS ❤

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-532

MEETING: December 3, 2024

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve an Agreement with Williams Excavation, Inc. for the Installation of the Indian Peak Temporary Bridge in the Amount Not to Exceed $130,364; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Williams Excavation, Inc. for the Installation of the Indian Peak Temporary Bridge in the Amount Not to Exceed $130,364; and Authorize the Board of Supervisors Chair to Sign the Agreement.

On September 17, 2024, the County of Mariposa received four bids for the Indian Peak Temporary Bridge:

1.	Williams Excavation, Inc.	$130,364
2.	Full Signal Construction, Inc.	$171,338
3.	Allison Sierra, Inc.	$174,570
4.	Sierra Communication & Construction, Inc.	$198,312

Williams Excavation, Inc. is deemed responsible and their bid responsive. The project includes all labor, materials, equipment and services necessary to construct a 30ft long single-lane, temporary bridge at Indian Peak Road and Hirsch Road.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On May 14, 2024, the Board approved Resolution 2024-187 and made a determination in accordance with County Purchasing Policy that sole source procurement of bridge materials from ACROW is consistent with the provisions of Public Contract Code Section 3400(C)(2) to match similar materials in the County.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Should the Board fail to approve the contract award, the most immediate and serious consequence of not replacing an aging or deteriorating bridge is the risk to safety.

FINANCIAL IMPACT

There is no impact to the General Fund. This Project will be paid out of Roads Fund 3300.

ATTACHMENTS

1. **Resolution_2024-187**
2. **Williams Agreement Indian Peak**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-187

MEETING: May 14, 2024

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Make a Determination in Accordance with County Purchasing Policy that Sole Source Procurement of Bridge Materials from ACROW is Consistent with the Provisions of Public Contract Code Section 3400(C)(2) to Match Similar Materials in the County; and Authorize the Director of Public Works and Transportation to Purchase Bridge Materials for Interim Repairs to the Indian Peak Road Bridge over Italian Creek

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RECOMMENDATION AND JUSTIFICATION

Make a Determination in Accordance with County Purchasing Policy that Sole Source Procurement of Bridge Materials from ACROW is Consistent with the Provisions of Public Contract Code Section 3400(C)(2) to Match Similar Materials in the County; and Authorize the Director of Public Works and Transportation to Purchase Bridge Materials for Interim Repairs to the Indian Peak Road Bridge over Italian Creek.

Mark Thomas is designing a permanent two-lane reinforced concrete bridge on Indian Peak Road, approximately 250 feet east of Hirsch Road intersection. Meanwhile, the current timber deck is deteriorating, and the new bridge will not be ready before the existing one needs replacing. Replacing the wooden deck was considered, but it would not address issues of flexure and noise.

The proposal is for a single-lane truss-style bridge similar to the one in Catheys Valley on Indian Gulch Road. This design choice necessitates the use of the same bridge materials, making parts interchangeable and enabling Public Works to fabricate different spans or replace damaged panels as needed.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Public Works has received a significant number of complaints regarding the condition of this bridge. In response, Roads staff have dedicated many hours to addressing these issues, indicating ongoing problems and high maintenance demands.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The most immediate and serious consequence of not replacing an aging or deteriorating bridge is the risk to safety. The Board has approved requests of this type when it adds to the overall efficiency of operations and maintenance.

FINANCIAL IMPACT

The bridge does not qualify for the FHWA Highway Bridge Program and must be funded by alternative methods. The temporary bridge will be paid for by APRA Roads Funds. No impact to the General Fund.

ATTACHMENTS

1. **Acrow Quote**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

AGREEMENT FOR CONSTRUCTION SERVICES

THIS CONTRACT is made and entered into this ____ day of _____ 2024, by and between Williams Excavation, Inc. ("Contractor") and **County of Mariposa** ("Owner") ("Contract").

1. The Contractor shall furnish to the Owner for a total price of one hundred thirty thousand three hundred sixty-four Dollars ($130,364) ("Contract Price"), the following services ("Services" or "Work"):

   Indian Peak Temporary Bridge

   Work includes Mobilization, Traffic Control, Remove & Dispose Existing Deck, Excavation, Bridge Footing, Erect ACROW bridge, HMA, W-Beam including Block, Backer and Bolts, In-Line Terminal System.

2. Contractor shall perform the Work at Indian Peak Bridge and Hirsch Road ("Site"). The Project is the scope of Work performed at the Site.

3. Work shall be completed within (30) working days ("Contract Time") from the date specified in Owner 's Notice to Proceed.

   Contractor understands and agrees that the Work shall be performed and completed as required in the Contract Documents (as defined herein) including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by agency(ies) having jurisdiction or to close-out of the Project, under the direction and supervision of, and subject to the approval of, Owner or its authorized representative.

4. Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that Owner will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to Owner, as fixed and liquidated damages for these incalculable damages, the sum of Five Hundred Dollars ($ 500) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or project milestones established pursuant to the Contract.

5. This Contract incorporates by this reference the Terms and Conditions attached hereto. Contractor, by executing this Contract, agrees to comply with all the Terms and Conditions.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

6. This Contract incorporates by this reference the Contract Documents attached hereto. Contractor, by executing this Contract, agrees to comply with all obligations set forth in the Contract Documents. The Contract Documents include only the following documents, as indicated:

____ Notice to Bidders	____ Lead-Product(s) Certification
____ Instructions to Bidders	____ Roofing Project Certification
_X_ Bid Form and Proposal	_X_ Registered Subcontractor List
_X_ Bid Bond	_X_ Insurance Certificates and Endorsements
_X_ Noncollusion Declaration	_X_ Performance Bond
____ Iran Contracting Act Certification	_X_ Payment Bond
____ Designated Subcontractors List	____ Specifications
____ Notice to Proceed	____ Plans
____ Prevailing Wage Certification	____ Special Conditions
_X_ Workers' Compensation Certification	___ Exhibit "A" ("Scope of Work")
____ Drug-Free Workplace Certification	____ Federal Debarment Certification
____ Tobacco-Free Environment Certification	_X_ Federal Condition and Davis-Bacon
____ Asbestos & Other Hazardous Materials Certification	____ _____ [Other]

7. Contractor shall not commence the Work under this Contract until the Contractor has submitted and the Owner has approved the performance bond, payment (labor and material) bond, the certificate(s) and the endorsement(s) of insurance required under the Terms and Conditions and the Owner has issued a Notice to Proceed.

8. Payment for the Work shall be made in accordance with the Terms and Conditions.

9. The Design Professional In General Responsible Charge for the Project is Matt Hespenheide ("Engineer"), and the project inspector on the Project is Eddie Scherf ("Project Inspector"). Contractor hereby acknowledges that the Engineer, the Project Inspector, and the agency(ies) having jurisdiction have authority to approve and/or suspend Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. No work shall be carried on except with the knowledge and under the inspection of said Project Inspector. Project Inspector shall have free access to any or all parts of work at any time. Contractor shall furnish Project Inspector reasonable opportunities for obtaining such information as may be necessary to keep Project Inspector fully informed respecting progress, manner of work, and character of materials. The Contractor shall be liable for any delay caused by its non-compliant Work or its failure to provide proper notification for inspection.

10. Inspection and acceptance of the Work shall be performed by Engineer of the Public Works Department of the Owner.

11. Any notice required or permitted to be given under this Contract shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return

receipt required, or sent by overnight delivery service, or facsimile or email, addressed as follows:

County of Mariposa

Department of Public Works
ATTN: Claudia Gonzales
4639 Ben Hur Road, Mariposa,
California 95338
(209) 966-5356
cgonzales@mariposcounty.org

Contractor

Name: Williams Excavation Inc.
ATTN: Keith Williams
5177 Goins Way, Mariposa, California 95338
(209) 769-5807
keithwilliamsexcavating@gmail.com

Any notice personally given or sent by facsimile or email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

12. Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one (1) year from the date of the Owner's written approval of the Work.

13. Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract.

14. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct.

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 20___

_____

Miles Menetrey, Chair
Board of Supervisors

_____

Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

_____

Steve W. Dahlem
County Counsel

Dated: 10/24, 2024

Contractor: Williams Excavation, Inc.

Signature: _____

Print Name: Keith Williams

Print Title: President

License No.: 435145

Registration No.: 1001077084

Address: 5177 Goins Way, Mariposa, California 95338

Telephone: (209) 769-5807

Facsimile:

E-Mail: keithwilliamsexcavating@gmail.com

Information regarding Contractor:

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
__X__ Corporation, State: __CA_____
____ Limited Liability Company
____ Other: _____

__87-3643392_____:
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the Owner requires the Contractor to furnish the information requested in this section.

TERMS AND CONDITIONS TO CONTRACT

1. NOTICE TO PROCEED: Owner shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.

2. STANDARD OF CARE: Contractor shall perform, diligently prosecute and complete the Work in a good and workmanlike manner within the Contract Time, and in strict conformity with all Contract Documents.

3. SITE EXAMINATION: Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.

4. PERMITS, LICENSES AND REGISTRATION: Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses, registration and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.

5. RESERVED.

6. RESERVED.

7. LABOR, MATERIALS AND EQUIPMENT: Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized Owner representative indicated in the Work specifications attached hereto. Unless otherwise specified, all materials shall be new and previously unused, and of the manufacturer's latest model or the best of their respective kinds and grades as noted or specified, and workmanship shall be of good quality.

8. SUBSTITUTIONS: No substitutions of material from those specified in the Work Specifications shall be made without Owner's prior written approval. Contractor shall be responsible for any re-design costs occasioned by Owner 's acceptance and/or approval of any substitute, as well as any costs that Owner incurs for professional services, including inspection fees. Owner may deduct those costs from any amounts owing to Contractor for the review of the request for substitution, even if the request for substitution is not approved. Contractor shall, in the event that a substitute is less costly than that specified, credit Owner with one-hundred percent (100%) of the net difference between the substitute and the originally specified material.

9. INDEPENDENT CONTRACTOR: Contractor represents and warrants that Contractor is an independent contractor or business entity that is: (i) free from the control and direction of Owner in connection with the performance of the Services, (ii) performing Services that are outside the usual course of Owner's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services performed, Owner being interested only in the results obtained. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of Owner, and are not entitled to benefits of any kind or nature normally provided employees of Owner and/or to which Owner's employees are normally entitled including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Contractor's employees.

10. CONTRACTOR SUPERVISION: Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.

11. WORKERS: Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the Owner may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without Owner's written consent.

12. SUBCONTRACTORS: Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to Owner's approval. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work including, without limitation, all registration, indemnification, insurance, bond, and warranty requirements. If Contractor shall subcontract any part of this Contract, Contractor shall be fully responsible to Owner for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and Owner.

13. SAFETY AND SECURITY: Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible to ascertain from Owner the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. TRENCH SHORING: If this Contract is in excess of $25,000 and is for the excavation of any trench deeper than five (5) feet, Contractor must submit and obtain Owner acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

15. EXCAVATIONS OVER FOUR FEET: If this Contract includes excavations over four (4) feet, Contractor shall promptly, and before the following conditions are disturbed, notify Owner, in writing, of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site differing from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. Owner shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract. In the event that a dispute arises between Owner and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all Work to be performed under the contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

16. RESERVED.

17. GENERAL PERMIT FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION AND LAND DISTURBANCE ACTIVITIES: Contractor shall be responsible for and comply with the California State Water Resources Control Board requirements for storm water discharge, if applicable.

18. CLEAN UP: Debris shall be removed from the Site. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

19. PROTECTION OF WORK AND PROPERTY: Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without Owner's special instruction or authorization, is permitted to act at his discretion to prevent such threatened loss or injury.

20. FORCE MAJEURE: "Force Majeure" means any event or circumstance unknown at the time of contracting that is beyond the parties' control and makes performance of the contract impractical or impossible. The Party seeking to have its performance obligation(s) excused must demonstrate that there was such an insuperable interference occurring without the party's intervention as could not have been prevented by the exercise of prudence, diligence, and care, by providing prompt notice to the other Party, including full particulars of such event, of its inability to perform its obligations due to such event, following commencement of the claiming Party's inability to so perform its obligations. To the extent satisfying these conditions, Force Majeure events include the following: acts of God, war, civil unrest, epidemic, fire, smoke, volcanic eruption, earthquake, strike, unusually severe weather, flood, or shortage of transportation facilities, lock out, or commandeering of materials, product, plant, or

facilities by the government. Force Majeure shall not be based on a Party's financial inability to perform under this Agreement unless there exists extreme and unreasonable difficulty, expense, injury, or loss involved. A Force Majeure event does not include an act of negligence or intentional wrongdoing by a Party. Any Party claiming a Force Majeure event shall use reasonable diligence to remove the condition that prevents performance and shall not be entitled to suspend performance of its obligations in any greater scope or for any longer duration than is required by the Force Majeure event. Each Party shall use its best efforts to mitigate the effects of such Force Majeure event, remedy its inability to perform, and resume full performance of its obligations hereunder.

21. CORRECTION OF ERRORS: Contractor shall perform, at its own cost and expense and without reimbursement from Owner, any work necessary to correct errors or omissions that are caused by the Contractor's failure to comply with the approved plans and specifications and the standard of care required herein. Schedule delays resulting from unauthorized work shall be Contractor's responsibility.

22. NO RELIEF FROM OBLIGATIONS BASED ON REVIEW BY OTHER PERSONS: Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents by act(s) or omission(s) of Owner, Architect, Construction Manager, Project Inspector, or other entities having jurisdiction including, but not limited to, administration of the Contract, review of submittals, or by tests, observation, inspection, or permit/interconnection approvals.

23. OWNER'S RIGHT TO PERFORM WORK: If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, Owner, after **FORTY-EIGHT (48)** hours' written notice to the Contractor, may make good such deficiencies, without prejudice to any other remedy it may have including, but not limited to, the Owner hiring its own forces or another contractor to replace the Contractor's nonconforming Work, in which case the Owner shall either issue a deductive Change Order, a Construction Change Directive, or invoice the Contractor for the cost of that work. Contractor shall pay any invoices within thirty (30) days of receipt of same or Owner may withhold those amounts from payment(s) otherwise due to Contractor.

24. ACCESS TO WORK: Owner representatives, Architect, and Project Inspector shall at all times have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.

25. OCCUPANCY: Owner reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.

26. PAYMENT: On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or services performed under the Contract as of the date of submission ("Application for Payment"). Within thirty (30) days after Owner's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. Owner may withhold or deduct from any payment an amount necessary to protect Owner from loss because of: (1) liquidated damages, if applicable, that have accrued as of the date of the application for payment; (2) any sums expended by Owner in performing any of Contractor's obligations under the Contract that Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop payment notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) Contractor's unsatisfactory prosecution of the Work; (7) unauthorized deviations from the Contract; (8) Contractor's failure to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or Owner during the prosecution of the Work; (9) Contractor's erroneous or false estimates of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by Owner, incurred by the Owner for which Contractor is liable under the Contract; and (11) any other sums that Owner is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. Owner's failure to deduct any of these sums from a progress payment shall not constitute a waiver of Owner's right to such sums. Owner shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107, 7200 and 7201.

27. CHANGE IN SCOPE OF WORK AND ALLOWANCES:

27.1 Changes in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or

nature of the Work will not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by Owner. Contractor specifically understands, acknowledges, and agrees that Owner shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide Owner with all information requested to substantiate the cost of the change order and to inform Owner whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

27.2 Allowances. If there is an Allowance, then Contractor shall not bill for or be due any portion of an Allowance unless Owner has identified specific work, Contractor has submitted a price for that work or Owner has proposed a price for that work, Owner has accepted the cost for that work, and Owner has executed an Allowance Expenditure Directive incorporating that work. Allowance Expenditure Directives shall be based on Contractor's costs, without overhead and profit, for products, delivery, installation, labor, insurance, payroll, taxes, bonding and equipment rental will be included in Allowance Expenditure Directive authorizing expenditure of funds from the Allowance. No overhead and profit shall be added to the Allowance Expenditure Directive.

Any unused portion of the Allowance will revert to Owner documented by a deductive Change Order. Contractor authorizes Owner to execute a unilateral deductive Change Order at or near the end of the Project for all or any portion of the Allowance not allocated.

28. INDEMNIFICATION:

28.1 Contractor shall defend, indemnify, and save harmless, to the fullest extent permitted by law, Owner and each of its board members, officers, directors, representatives, agents, employees, and volunteers (Indemnitees), against all claims, suits, actions, loss, cost, damage, expense, and liability arising from or related to bodily injury to or death of any person or damage to any property, or resulting from any breach and/or Contractor's negligence in performing the Work pursuant to the Contract Documents. Owner's rights and remedies, whether under the Contract or other applicable law, shall be cumulative and not subject to limitation. Contractor's obligations to defend, indemnify, and save harmless the Indemnities are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement. Owner shall have the right to accept or reject any legal representation that Contractor proposes to defend Owner.

28.2 Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

28.3 Pursuant to Public Contract Code section 9201, the Owner shall provide timely notification to Contractor of the receipt of any third-party claim relating to this Contract. The Owner shall be entitled to recover its reasonable costs incurred in providing said notification.

28.4 If the Indemnitees provide their own defense due to failure to timely respond to tender of defense, rejection of tender of defense, or conflict of interest of proposed counsel, Contractor shall reimburse Indemnitees for any expenditures, including reasonable attorney's fees and costs.

28.5 Owner may retain so much of the moneys due the Contractor as shall be considered necessary, until disposition of any such suit, claims or actions for damages or until Owner has received written agreement from the Contractor that it will unconditionally defend the Indemnified Parties, and pay any damages due by reason of settlement or judgment.

28.6 The Contractor's defense and indemnification obligations hereunder shall survive the completion of Work, including the warranty/guarantee period, and/or the termination of the Contract.

29. PAYMENT BOND AND **PERFORMANCE BOND:** Contractor shall not commence the Work until it has provided to Owner, in a form acceptable to Owner, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to Owner.

30. CONTRACTOR'S INSURANCE:

30.1 The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits not less than the amount indicated below. If Contractor normally carries insurance in an amount greater than the minimum amounts required by Owner, that greater amount shall become the minimum required amount of insurance for purposes of the Contract. Therefore, Contractor hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Contract.

Type of Coverage	**Minimum Requirement**
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Workers' Compensation	Statutory Limits
Employer's Liability	$ 1,000,000

30.1.1 Commercial General Liability and Automobile Liability Insurance. Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Contractor, Owner, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by Owner.)

30.1.2 Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with California Labor Code section 3700, Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Contract are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

30.2 Proof of Insurance. The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to Owner and approved by Owner. Certificates and insurance policies shall include the following:

30.2.1 A clause stating: "This policy shall not be canceled until notice has been mailed to Owner, stating date of cancellation. Date of cancellation shall not be less than thirty (30) days after date of mailing notice."

30.2.2 Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation notice will be sent, and length of notice period.

30.2.3 An endorsement stating that Owner and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, and Employers' Liability Insurance.

30.2.4 All policies except the Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

30.2.5 An endorsement stating that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by Owner.

30.2.6 An endorsement stating that there shall be a waiver of any subrogation.

30.2.7 Contractor's insurance limit shall apply separately to each insured against whom a claim is made or suit is brought.

30.3 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to Owner.

31. WARRANTY/QUALITY: Unless a longer warranty is called for elsewhere in the Contract Documents, the Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from recording the Notice of Completion with the County

32. CONFIDENTIALITY: The Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Work to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract.

33. LIMITATION OF OWNER LIABILITY: Owner's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall Owner be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages including, but not limited to, lost profits or revenue, or lost bonding capacity, arising out of or in connection with this Contract for the services performed in connection with this Contract.

34. COMPLIANCE WITH LAWS: Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify Owner, in writing, and, at the sole option of Owner, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from Owner. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying Owner of the violation, Contractor shall bear all costs arising therefrom.

35. COVID-19 SAFETY REQUIREMENTS: Contractor shall, at its cost, timely comply with all applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic protocols.

36. LABOR CODE REQUIREMENTS: Contractor represents that Contractor and all Subcontractors shall not be presently debarred, suspended, proposed for disbarment, declared ineligible or excluded pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7. The Contractor shall comply with all applicable provisions of the California Labor Code, Division 2, Part 7, Chapter 1, Articles 1–5, commencing at Section 1720, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars ($1,000). Copies of the prevailing rate of per diem wages are on file with the Owner or available online at http://www.dir.ca.gov/. In addition, the Contractor and each subcontractor shall comply with Section 1735, forbidding discrimination, and Sections 1776, 1777.5, and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.

36.1 Registration: Contractor and its subcontractor(s) shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and in accordance with Labor Code section 1771.1.

36.2 Registered Subcontractor List: Within 30 days of the award of contract or prior to commencing the Work under this Contract, whichever occurs first, Contractor shall provide Owner all information required by Labor Code section 1773.3, as amended by Stats. 2017, Ch. 28, Sec. 21, for Company and all tiers of Subcontractors to enable Owner to provide notice to the Department of Industrial Relations (DIR) of the Contract (PWC-100 form). Contractor shall submit and maintain an updated Registered Subcontractor List including all Subcontractors of any tier furnishing labor, material, or equipment to the Project.

36.3 Certified Payroll Records: Contractor and its subcontractor(s) shall upload certified payroll records ("CPR") electronically using California Department of Industrial Relations' (DIR) eCPR System by uploading the CPRs by electronic XML file or entering each record manually using the DIR's iform (or current form) online directly to the DIR on no less than every 30 days while Work is being performed and within 30 days after the final day of Work performed on the Project, and within ten (10) days of any request by the Owner or Labor Commissioner at

http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html or current application and URL, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each subcontractor in connection with the Work.

36.4 Labor Compliance: Contractor shall perform the Work of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.

37. ANTI-DISCRIMINATION: Contractor herein agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Contractor and all of its subcontractors. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

38. ANTI-TRUST CLAIM: Contractor and its subcontractor(s) agree to assign to Owner all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the Owner tenders final payment to the Contractor, without further acknowledgment by the parties.

39. CONTRACTOR CLAIMS: In the event of any demand by Contractor for (A) a time extension including, without limitation, for relief from damages or penalties for delay assessed by Owner under the Contract, (B) payment by Owner of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or to which Contractor is not otherwise entitled to, or (C) an amount of payment disputed by Owner , the parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 9204 and/or Article 1.5 (commencing with section 20104) of Chapter 1, Part, 3, Division 2, of the Public Contract Code, if applicable, the provisions of which are each attached hereto and incorporated herein by this reference. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against Owner . For purposes of those provisions, the running of the time within which a claim must be presented to the Owner shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process. Pending resolution of the dispute, Contractor and its subcontractors shall continue to perform the Work under the Contract, including the disputed work, and shall not cause a delay of the Work during any dispute, claim, negotiation, mediation, or arbitration proceeding, except by Owner's written agreement.

40. ATTORNEY FEES/COSTS: Should litigation be necessary to enforce any terms or provisions of this Contract, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

41. TERMINATION: If Contractor fails to perform the Services and Contractor's duties to the satisfaction of Owner , or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates any of the terms or provisions of this Contract, Owner shall have the right to terminate this Contract and/or Contractor's right to perform the Work of the Contract for cause effective immediately upon the Owner giving written notice thereof to the Contractor. The Contractor and its performance bond surety, if any, shall be liable for all damages caused to Owner by reason of the Contractor's failure to perform and complete the Contract. Owner shall also have the right in its sole discretion to terminate the Contract and/or Contractor's right to perform the Work of the Contract for its own convenience upon Owner giving three (3) days' written notice thereof to the Contractor. In case of a termination for convenience, Contractor shall be paid for the actual cost for labor, materials, and services performed that is unpaid and can be documented through timesheets, invoices, receipts, or otherwise. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination. In the event termination for cause is determined to have not been for cause, the

termination shall be deemed to have been a termination for convenience effective as of the same date as the purported termination for cause.

42. ASSIGNMENT OF CONTRACT: Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without Owner's prior written consent.

43. TIME IS OF THE ESSENCE: Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.

44. CALCULATION OF TIME: For the purposes of this Contract, "days" refers to calendar days unless otherwise specified.

45. GOVERNING LAW: This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in the County of Mariposa.

46. BINDING CONTRACT: This Contract shall be binding upon the parties hereto and upon their successors and assigns, and shall inure to the benefit of said parties and their successors and assigns.

47. OWNER WAIVER: Owner's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.

48. CAPTIONS AND INTERPRETATIONS: Paragraph headings in this Contract are used solely for convenience, and shall be wholly disregarded in the construction of this Contract. No provision of this Contract shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Contract shall be construed as if jointly prepared by the parties.

49. INVALID TERM: If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.

50. PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.

51. ENTIRE CONTRACT: This Contract sets forth the entire agreement between the parties hereto and fully supersedes any and all prior agreements, understandings, written or oral, between the parties hereto pertaining to the subject matter thereof.

52. NO ORAL MODIFICATIONS: No oral agreement or conversation with any officer, agent, or employee of Owner , either before or after execution of Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the Contract.

Public Contract Code section 9204

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on their own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute that is enacted before January 1, 2027, deletes or extends that date.

Public Contract Code sections 20104 – 20104.6

§ 20104.

(a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars ($375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

§ 20104.2.

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars ($50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars ($50,000) and less than or equal to three hundred seventy-five thousand dollars ($375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

§ 20104.4.

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

§ 20104.6.

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

BID FORM AND PROPOSAL

To: Governing Board of the County of Mariposa ("Owner")

From: Williams Excavation, Inc.
(Proper Name of Bidder)

The undersigned declares that the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, have been read, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications ("Work") for the following project known as:

Indian Peak Temporary Bridge

("Project") and will accept in full payment for that Work the following total amount, all taxes included:

One-hundred thirty thousand, three-hundred sixty-four dollars $ 130,364.00

SUM OF ITEMS 1-9

Bidder acknowledges and agrees that the Base Bid accounts for any and all costs for Unit Prices.

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Additional Detail Regarding Calculation of Base Bid

1. **Unit Prices**. The Bidder's Base Bid includes the following unit prices, which the Bidder must provide and Owner may, at its discretion, utilize in valuing additive and/or deductive change orders (Unit Prices shall include all labor, materials, services, profit, overhead, insurance, bonds, taxes, and all other incidental costs of Contractor, subcontractors, and suppliers):

BASE BID

Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Cost = Unit Price x Estimated Quantity (Included in Base Bid)
1	Mobilization	LS	1		$20,000.00
2	Traffic Control	LS	1		$8,000.00
3	Remove & Dispose Existing Deck	LS	1		$12,000.00
4	Excavation	CY	40	450	$18,000.00
5	Bridge Footing (Appr. 15.5 CY Conc & 1540 lb Bar)	LS	1		$20,400.00
6	Erect ACROW bridge	LS	1		$20,000.00
7	HMA	TON	24	$271.00	$6,504.00
8	W-Beam including Block, Backer, and Bolts	LF	62	$80.00	$4,960.00
9	In-Line Terminal System	EA	4	$5,125.00	$20,500.00

Where scope of Work is decreased, all Work pertaining to the item, whether specifically stated or not, shall be omitted, and where scope of Work is increased, all work pertaining to that item required to render same ready for use on the Project in accordance with intentions of the Drawings and Specifications shall be included in the above agreed-upon price amount.

2. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) as described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to Owner, and agrees that its Proposal, if accepted by Owner, will be the basis for the Bidder to enter into a contract with Owner in accordance with the intent of the Contract Documents.

3. The undersigned has notified Owner in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager or other official point of contact for Owner before Bid date to verify the issuance of any clarifying Addenda.

4. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all Work within the time specified in the Contract Documents.

5. **30 Working Days. The liquidated damages clause of the Agreement is hereby acknowledged.**

6. It is understood that Owner reserves the right to reject this Bid and that the Bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.

7. The following documents are attached with this Bid Form and Proposal:

   - Bid Bond on Owner's form or other security
   - Registered Subcontractors List
   - Non-Collusion Declaration

8. Receipt and acceptance of the following Addenda is hereby acknowledged:

No. 1, Dated 09/11/2024	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____

9. Bidder acknowledges that the license required for performance of the Work is a 'A' General Engineering.

10. Bidder hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.

11. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations.

12. Bidder hereby certifies that its bid includes sufficient funds to permit Bidder to comply with all local, state or federal labor laws or regulations during the Project, including payment of prevailing wage, and that Bidder will comply with the provisions of Labor Code section 2810(d) if awarded the Contract.

13. Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.

14. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to perform the Work adequately and safely with respect to such hazards.

15. Bidder expressly acknowledges that it is familiar with and capable of complying with applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic protocols.

16. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Gov. Code, § 12650 et seq.), Owner will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

17. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

Furthermore, Bidder hereby certifies to Owner that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this 17 day of September 20 24

Name of Bidder Williams Excavation, Inc.

Type of Organization Privately held corporation

Signature [signature]

Print Name Keith Williams

Title President

Address of Bidder 5177 Goins Way, Mariposa, CA 95338

Taxpayer's Identification No. of Bidder 87-3643392

Telephone Number (209) 769-5807

Fax Number N/A

E-mail keithwilliamsexcavating@gmail.com Web page N/A

Contractor's License No(s): No.: 435145 Class: A HAZ Expiration Date: 03/31/2026

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No.: 1001077084

END OF DOCUMENT

BID BOND

(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, Williams Excavation, Inc., as Principal ("Principal"),

and U.S. Specialty Insurance Company, as Surety ("Surety"), a corporation organized and existing under and by virtue of the laws of the State of California and authorized to do business as a surety in the State of California, are held and firmly bound unto the County of Mariposa ("Owner") of Mariposa County, State of California, as Obligee, in an amount equal to ten percent (10%) of the Base Bid plus alternates, in the sum of

Ten Percent of Amount Bid Dollars ($ 10% of Amount Bid)

lawful money of the United States of America, for the payment of which sum well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to Owner for all Work specifically described in the accompanying bid for the following project: Indian Peak Temporary Bridge ("Project" or "Contract").

NOW, THEREFORE, if the Principal is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed form in accordance with the bid, and files two bonds, one guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required by law, and meets all other conditions to the Contract between the Principal and the Obligee becoming effective, or if the Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the Principal to enter into the written contract and to file the required performance and labor and material bonds, and to meet all other conditions to the Contract between the Principal and the Obligee becoming effective, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. The full payment of the sum stated above shall be due immediately if Principal fails to execute the Contract within seven (7) days of the date of the Owner's Notice of Award to Principal.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the Owner and judgment is recovered, the Surety shall pay all costs incurred by the Owner in such suit, including a reasonable attorneys' fee to be fixed by the Court.

If Owner awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

IN WITNESS WHEREOF, this instrument has been duty executed by the Principal and Surety above named, on the 13th day of September, 20 24.

Williams Excavation, Inc.
Principal

By

U.S. Specialty Insurance Company
Surety

By: Ruth B. Halstead, Attorney-In-Fact

U.S. Specialty Insurance Company
Name of California Agent of Surety
801 S. Figueroa St., STE 700
Los Angeles, CA 90017
Address of California Agent of Surety

213-344-4739
Telephone Number of California Agent of Surety

Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.

END OF DOCUMENT

TOKIO MARINE HCC

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

DALLAS ARNAUDO, ELIZABETH V HUNT, MEGAN LOURENCO, MICHAEL ANDREW DWYER, MICHAEL D. KEMPS, MICHAEL J. CARPENTER, RUTH B. HALSTEAD, SCOTT CAMPER, SHAWN M. DWYER, SHERRY L. YORKS or YOLANDA RENE OCHOA of Merced, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** *****Fifteen Million***** Dollars (***$15,000,000.00***).

This Power of Attorney shall expire without further action on January 31st 2028. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of February 2024.

AMERICAN CONTRACTORS INDEMNITY COMPANY, TEXAS BONDING COMPANY, UNITED STATES SURETY COMPANY, U.S. SPECIALTY INSURANCE COMPANY

By: _____
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

On this 1st day of February 2024, before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (seal)

D. LITTLEFIELD
Notary Public - California
Los Angeles County
Commission # 2478570
My Comm. Expires Jan 31, 2028

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 13th day of September, 2024.

Bond No. BID
Agency No. 2426 - PDF POA

Kio Lo, Assistant Secretary

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Merced)

On 9-13-2024 before me, Yolanda Rene Ochoa, Notary Public
(insert name and title of the officer)

personally appeared Ruth B. Halstead,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

YOLANDA RENE OCHOA
Notary Public - California
Merced County
Commission # 2485423
My Comm. Expires Mar 26, 2028

Signature Yolanda Rene Ochoa (Seal)

DESIGNATED SUBCONTRACTORS LIST
(Public Contact Code Sections 4100-4114)

Bidder acknowledges and agrees that it must clearly set forth below the name, location and California contractor license number of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work or who will specially fabricate and install a portion of the Work according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent (0.5%) of Bidder's total Base Bid and the kind of Work that each will perform. Vendors or suppliers of materials only do not need to be listed.

Bidder acknowledges and agrees that, if Bidder fails to list as to any portion of Work, or if Bidder lists more than one subcontractor to perform the same portion of Work, Bidder must perform that portion itself or be subjected to penalty under applicable law. In case more than one subcontractor is named for the same kind of Work, state the portion of the kind of Work that each subcontractor will perform.

If alternate bid(s) is/are called for and Bidder intends to use subcontractors different from or in addition to those subcontractors listed for work under the Base Bid, Bidder must list subcontractors that will perform Work in an amount in excess of one half of one percent (0.5%) of Bidder's total Base Bid plus alternate(s).

If further space is required for the list of proposed subcontractors, attach additional copies of page 2 showing the required information, as indicated below.

Subcontractor Name: N/A

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

NON-COLLUSION DECLARATION
To Be Executed By Bidder And Submitted With Bid
Public Contract Code Section 7106

The undersigned declares:

I am the President of Williams Excavation, Inc., the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham Bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on September 17, 2024 [date], at Mariposa [city], California [state].

Date: 09/17/2024

Proper Name of Bidder: Williams Excavation, Inc.

Signature: [signature]

Print Name: Keith Williams

Title: President

END OF DOCUMENT

Bond Number: 100902223

PAYMENT BOND
Contractor's Labor & Material Bond
(100% Of Contract Price)

(Note: Contractor MUST use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Governing Board ("Board") of the **County of Mariposa** (or "Owner") and Williams Excavation, Inc., ("Principal") have entered into a contract ("Agreement") for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Indian Peak Temporary Bridge

("Project") which Agreement dated October 31, 2024, and all of the Contract Documents attached to or forming a part of the Agreement, are hereby referred to and made a part hereof; and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the Work, to file a good and sufficient bond with the body by which the Agreement is awarded in an amount equal to one hundred percent (100%) of the Contract price, to secure the claims to which reference is made in sections 9000 through 9510 and 9550 through 9566 of the Civil Code, and division 2, part 7, of the Labor Code.

NOW, THEREFORE, the Principal and American Contractors Indemnity Company
801 S Figueroa Ste 800 Los Angeles, CA 90017 ("Surety")
are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of One Hundred Thirty Thousand Three Hundred Sixty Four and no/100 Dollars ($130,364.00), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal or any of his or its subcontractors of any tier under Section 13020 of the Unemployment Insurance Code with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of Agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and

Surety above named, on the 1st day of November, 2024.

(Affix Corporate Seal)

Williams Excavation, Inc.
Principal

By

American Contractors Indemnity Company
Surety

By Ruth B. Halstead, Attorney in Fact

Digital Insurance LLC - Merced,
Name of California Agent of Surety

3187 COLLINS DRIVE, STE. A Merced, CA 95348
Address of California Agent of Surety

209.386.5066
Telephone No. of California Agent of Surety

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

TOKIO MARINE HCC

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

DALLAS ARNAUDO, ELIZABETH V HUNT, MEGAN LOURENCO, MICHAEL ANDREW DWYER, MICHAEL D. KEMPS, MICHAEL J. CARPENTER, RUTH B. HALSTEAD, SCOTT CAMPER, SHAWN M. DWYER, SHERRY L. YORKS or YOLANDA RENE OCHOA of Merced, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** *****Fifteen Million***** Dollars (***$15,000,000.00***).

This Power of Attorney shall expire without further action on January 31st 2028. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of February 2024.

AMERICAN CONTRACTORS INDEMNITY COMPANY, TEXAS BONDING COMPANY, UNITED STATES SURETY COMPANY, U.S. SPECIALTY INSURANCE COMPANY

By: _____
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

On this 1st day of February 2024, before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (seal)

D. LITTLEFIELD
Notary Public - California
Los Angeles County
Commission # 2478570
My Comm. Expires Jan 31, 2028

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 1st day of November, 2024.

Bond No. 100902223
Agency No. 2426 - PDF POA

Kio Lo, Assistant Secretary

HCCSMANPOA02/2024

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Merced)

On 11/a/24 before me, Janet Gomes, Notary Public
(insert name and title of the officer)

personally appeared Ruth B. Halstead,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

JANET GOMES
Notary Public - California
Merced County
Commission # 2498465
My Comm. Expires Aug 24, 2028

Signature Janet Gomes (Seal)

Bond Number: 100902223
Premium $2,607.00

PERFORMANCE BOND
(100% OF CONTRACT PRICE)

(Note: Contractor must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Governing Board ("Board") of the **County of Mariposa** ("County") and Williams Excavation, Inc. ("Principal") have entered into a contract ("Agreement") for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Indian Peak Temporary Bridge

("Project") which Agreement dated October 31, 2024, and all of the Contract Documents attached to or forming a part of the Agreement, are hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of the Agreement.

NOW, THEREFORE, the Principal and American Contractors Indemnity Company 801 S Figueroa Ste 800 Los Angeles, CA 90017 ("Surety") are held and firmly bound unto the Board of County in the penal sum of

One Hundred Thirty Thousand Three Hundred Sixty Four and no/100

Dollars ($130,364.00), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Perform all the work required to complete the Project; and
- Pay to County all damages County incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Agreement and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warrantees of materials and workmanship, and shall indemnify and save harmless County, its board members, officers, employees, and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

Surety expressly agrees that Owner may reject any contractor or subcontractor proposed by Surety to fulfill its obligations in the event of default by the Principal. Surety shall not utilize Principal in completing the Work nor shall Surety accept a Bid from Principal for completion of the Work if County declares the Principal to be in default and notifies Surety of Owner's objection to Principal's further participation in the completion of the Work.

As a condition precedent to the satisfactory completion of the Agreement, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Agreement, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect County from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit County's rights or the Contractor or Surety's obligations under the Agreement, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the Work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Agreement or to the work or to the specifications.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and

Surety above named, on the 1st day of November, 2024.

(Affix Corporate Seal)

Williams Excavation, Inc.

Principal

By

American Contractors Indemnity Company

Surety

By Ruth B. Halstead, Attorney in Fact
Digital Insurance LLC - Merced,

Name of California Agent of Surety

3187 COLLINS DRIVE, STE. A MERCED, CA 95348

Address of California Agent of Surety

209.386.5066

Telephone No. of California Agent of Surety

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

TOKIO MARINE HCC

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

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its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** _____ *****Fifteen Million***** _____ Dollars (***$15,000,000.00***).

This Power of Attorney shall expire without further action on January 31st 2028. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

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Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of February 2024.

AMERICAN CONTRACTORS INDEMNITY COMPANY, TEXAS BONDING COMPANY, UNITED STATES SURETY COMPANY, U.S. SPECIALTY INSURANCE COMPANY

By: _____
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

On this 1st day of February 2024, before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (seal)

D. LITTLEFIELD
Notary Public - California
Los Angeles County
Commission # 2478570
My Comm. Expires Jan 31, 2028

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 1st day of November, 2024.

Bond No. 100902223
Agency No. 2426 - PDF POA

Kio Lo, Assistant Secretary

HCCSMANPOA02/2024

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Merced)

On 11/01/24 before me, Janet Gomes, Notary Public
(insert name and title of the officer)

personally appeared Ruth B. Halstead,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Janet Gomes (Seal)

JANET GOMES
Notary Public - California
Merced County
Commission # 2498465
My Comm. Expires Aug 24, 2028

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/10/2024

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
Leap/Carpenter/Kemps Insurance Agency
3187 Collins Dr.
Merced CA 95348

CONTACT NAME: Dallas Arnaudo
PHONE (A/C, No, Ext): 209-386-5072 **FAX (A/C, No):** 209-384-0401
E-MAIL ADDRESS: dallas.arnaudo@onedigital.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Navigators Insurance Company	42307
INSURER B : Greenwich Insurance Company	22322
INSURER C : Insurance Company of the West	27847
INSURER D :	
INSURER E :	
INSURER F :	

INSURED KEITH-6
Williams Excavation, Inc.
5152 Goins Way
Mariposa CA 95338

COVERAGES **CERTIFICATE NUMBER:** 2043839898 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y		NGL100478902	6/11/2024	6/11/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			NBA100479002	6/11/2024	6/11/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			NEC600651502	6/11/2024	6/11/2025	EACH OCCURRENCE AGGREGATE $	$ 1,000,000 $ 1,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WSA506102602	6/11/2024	6/11/2025	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Pollution Liability			SF23ECPU00246NC	4/21/2023	4/21/2025	Each Occurrence Aggregate Deductible	1,000,000 1,000,000 2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is listed as additional insured per written agreement.

CERTIFICATE HOLDER

Mariposa County Public Works
4639 Ben Hur Road
Mariposa CA 95338

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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"General Decision Number: CA20240018 10/18/2024

Superseded General Decision Number: CA20230018

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alameda, Calaveras, Contra Costa, Fresno, Kings, Madera, Mariposa, Merced, Monterey, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Stanislaus and Tuolumne Counties in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker

protections under the Executive Orders is available at
http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2024
1	01/12/2024
2	01/19/2024
3	01/26/2024
4	02/09/2024
5	02/16/2024
6	02/23/2024
7	03/01/2024
8	03/08/2024
9	03/15/2024
10	04/12/2024
11	04/26/2024
12	05/24/2024
13	07/05/2024
14	07/12/2024
15	07/19/2024
16	07/26/2024
17	08/09/2024
18	08/23/2024
19	09/06/2024
20	09/13/2024
21	09/20/2024
22	10/18/2024

* ASBE0016-004 05/01/2024

AREA 1: CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TOULMNE COUNTIES

AREA 2: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)		
Area 1	$ 34.56	11.40
Area 2	$ 36.53	9.27

ASBE0016-008 01/01/2024

AREA 1: ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA, & SANTA CRUZ

AREA 2: CALAVERAS, COLUSA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS, & TUOLUMNE

	Rates	Fringes

Asbestos Workers/Insulator
(Includes the application of
all insulating materials,
Protective Coverings,
Coatings, and Finishes to all
types of mechanical systems)
Area 1.....$ 84.76 25.07
Area 2.....$ 64.56 25.07

BOIL0549-001 01/01/2021

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: REMAINING COUNTIES

	Rates	Fringes
BOILERMAKER		
Area 1	$ 49.62	41.27
Area 2	$ 45.60	38.99

BRCA0003-001 08/01/2023

	Rates	Fringes
MARBLE FINISHER	$ 41.18	18.58

BRCA0003-003 08/01/2023

	Rates	Fringes
MARBLE MASON	$ 60.20	28.82

BRCA0003-005 05/01/2024

	Rates	Fringes
BRICKLAYER		
(1) Fresno, Kings, Madera, Mariposa, Merced	$ 51.17	25.80
(7) San Francisco, San Mateo	$ 57.02	28.50
(8) Alameda, Contra Costa, San Benito, Santa Clara	$ 56.94	26.28
(9) Calaveras, San Joaquin, Stanislaus, Toulumne	$ 52.76	25.01
(16) Monterey, Santa Cruz	$ 54.18	27.82

BRCA0003-008 07/01/2023

	Rates	Fringes
TERRAZZO FINISHER	$ 43.90	19.51
TERRAZZO WORKER/SETTER	$ 59.06	28.31

BRCA0003-011 04/01/2024

AREA 1: Alameda, Contra Costa, Monterey, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz

AREA 2: Calaveras, San Joaquin, Stanislaus, Tuolumne

AREA 3: Fresno, Kings, Madera, Mariposa, Merced

	Rates	Fringes
TILE FINISHER		
Area 1	$ 37.75	19.28
Area 2	$ 34.76	19.22
Area 3	$ 32.68	18.32
Tile Layer		
Area 1	$ 59.92	22.62
Area 2	$ 55.17	22.52
Area 3	$ 50.28	22.05

CARP0022-001 07/01/2023

San Francisco County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 60.39	33.52
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 60.54	33.52
Journeyman Carpenter	$ 60.39	33.52
Millwright	$ 60.49	35.11

CARP0034-001 07/01/2021

	Rates	Fringes
Diver		
Assistant Tender, ROV Tender/Technician	$ 54.10	34.69
Diver standby	$ 60.51	34.69
Diver Tender	$ 59.51	34.69
Diver wet	$ 103.62	34.69
Manifold Operator (mixed gas)	$ 64.51	34.69
Manifold Operator (Standby)	$ 59.51	34.69

DEPTH PAY (Surface Diving):
050 to 100 ft $2.00 per foot
101 to 150 ft $3.00 per foot
151 to 220 ft $4.00 per foot
221 ft.-deeper $5.00 per foot

SATURATION DIVING:
The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:
Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: $1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other

enclosure less than 48"" in height, the premium will be $1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:
Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

CARP0034-003 07/01/2021

	Rates	Fringes
Piledriver	$ 54.10	34.69

CARP0035-007 07/01/2020

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, San Joaquin, Stanislaus, Tuolumne Counties

	Rates	Fringes
Modular Furniture Installer		
Area 1		
Installer	$ 28.76	22.53
Lead Installer	$ 32.21	23.03
Master Installer	$ 36.43	23.03
Area 2		
Installer	$ 26.11	22.53
Lead Installer	$ 29.08	23.03
Master Installer	$ 32.71	23.03
Area 3		
Installer	$ 25.16	22.53
Lead Installer	$ 27.96	23.03
Master Installer	$ 31.38	23.03

CARP0035-008 08/01/2020

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: San Joaquin

AREA 4: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, Stanislaus, Tuolumne Counties

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1	$ 52.65	31.26
Area 2	$ 46.77	31.26
Area 3	$ 47.27	31.26
Area 4	$ 45.92	31.26
Drywall Stocker/Scrapper		
Area 1	$ 26.33	18.22

Area 2	$ 23.39	18.22
Area 3	$ 23.64	18.22
Area 4	$ 22.97	18.22

CARP0152-001 07/01/2020

Contra Costa County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 52.80	30.82
Journeyman Carpenter	$ 52.65	30.82
Millwright	$ 52.75	32.41

CARP0152-002 07/01/2020

San Joaquin County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 46.92	30.82
Journeyman Carpenter	$ 46.77	30.82
Millwright	$ 49.27	32.41

CARP0152-004 07/01/2020

Calaveras, Mariposa, Merced, Stanislaus and Tuolumne Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 45.57	30.82
Journeyman Carpenter	$ 45.42	30.82
Millwright	$ 47.92	32.41

CARP0217-001 07/01/2023

San Mateo County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 60.39	33.52
Hardwood Floorlayer,		

Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 60.54	33.52
Journeyman Carpenter	$ 60.39	33.52
Millwright	$ 60.49	35.11

CARP0405-001 07/01/2021

Santa Clara County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 55.00	31.49
Journeyman Carpenter	$ 54.85	31.49
Millwright	$ 54.95	33.08

CARP0405-002 07/01/2021

San Benito County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 49.12	31.49
Journeyman Carpenter	$ 48.97	31.49
Millwright	$ 51.47	33.08

CARP0505-001 07/01/2021

Santa Cruz County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 49.12	31.49
Journeyman Carpenter	$ 48.97	31.49
Millwright	$ 51.47	33.08

CARP0605-001 07/01/2021

Monterey County

	Rates	Fringes
Carpenters		

Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 49.12	31.49
Journeyman Carpenter	$ 48.97	31.49
Millwright	$ 51.47	33.08

CARP0701-001 07/01/2021

Fresno and Madera Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 47.77	31.49
Journeyman Carpenter	$ 47.62	31.49
Millwright	$ 50.12	33.08

CARP0713-001 07/01/2021

Alameda County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 55.00	31.49
Journeyman Carpenter	$ 54.85	31.49
Millwright	$ 54.95	33.08

CARP1109-001 07/01/2021

Kings County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 47.77	31.49
Journeyman Carpenter	$ 47.62	31.49
Millwright	$ 50.12	33.08

ELEC0006-004 11/01/2023

SAN FRANCISCO COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 51.68	3%+24.65
Technician	$ 59.43	3%+24.65

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0006-007 06/01/2024

SAN FRANCISCO COUNTY

	Rates	Fringes
ELECTRICIAN	$ 91.25	3%+45.315

ELEC0100-002 06/01/2024

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 45.00	29.15

ELEC0100-005 12/01/2023

FRESNO, KINGS, MADERA

	Rates	Fringes
Communications System		
Installer	$ 42.48	27.42
Technician	$ 48.85	27.42

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and

low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS Background foreground music, Intercom and telephone interconnect systems, Telephone systems Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage, master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide,

B. FIRE ALARM SYSTEMS Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems, Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems, Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems, VSAT Data Systems Data Communication Systems RF and Remote Control Systems, Fiber Optic Data Systems

WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:
1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

ELEC0234-001 12/25/2023

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
ELECTRICIAN		
Zone A	$ 65.16	29.55
Zone B	$ 71.68	29.75

Zone A: All of Santa Cruz, Monterey, and San Benito Counties within 25 air miles of Highway 1 and Dolan Road in Moss Landing, and an area extending 5 miles east and west of Highway 101 South to the San Luis Obispo County Line

Zone B: Any area outside of Zone A

ELEC0234-003 12/01/2021

MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Sound & Communications		
Installer	$ 47.93	24.09
Technician	$ 55.12	24.30

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0302-001 02/27/2023

CONTRA COSTA COUNTY

	Rates	Fringes
CABLE SPLICER	$ 68.92	32.67
ELECTRICIAN	$ 61.26	32.44

ELEC0302-003 12/01/2023

CONTRA COSTA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 48.44	27.60
Technician	$ 55.71	27.82

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0332-001 06/01/2024

SANTA CLARA COUNTY

	Rates	Fringes
CABLE SPLICER	$ 100.25	46.72
ELECTRICIAN	$ 87.17	46.33

FOOTNOTES: Work under compressed air or where gas masks are required, orwork on ladders, scaffolds, stacks, ""Bosun's chairs,"" or other structures and where the workers are not protected by permanent guard rails at a distance of 40 to 60 ft. from the ground or supporting structures: to be paid one and one-half times the straight-time rate of pay. Work on structures of 60 ft. or over (as described above): to be paid twice the straight-time rate of pay.

ELEC0332-003 12/01/2023

SANTA CLARA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 53.18	27.745
Technician	$ 61.16	27.985

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0595-001 06/01/2024

ALAMEDA COUNTY

	Rates	Fringes
CABLE SPLICER	$ 84.18	3%+44.68
ELECTRICIAN	$ 73.20	3%+44.68

ELEC0595-002 06/01/2024

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
CABLE SPLICER	$ 59.34	3%+30.48
ELECTRICIAN		
(1) Tunnel work	$ 51.92	3%+30.48
(2) All other work	$ 49.45	3%+30.48

ELEC0595-006 11/01/2023

ALAMEDA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 51.18	3%+24.15
Technician	$ 58.86	3%+24.15

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0595-008 11/01/2023

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
Communications System		
Installer	$ 40.88	3%+24.15
Technician	$ 47.01	3%+24.15

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed

in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0617-001 06/01/2024

SAN MATEO COUNTY

	Rates	Fringes
ELECTRICIAN	$ 82.00	48.05

ELEC0617-003 12/01/2023

SAN MATEO COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 53.18	27.75
Technician	$ 61.16	27.98

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0684-001 06/01/2024

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 47.50	29.36

CABLE SPLICER = 110% of Journeyman Electrician

ELEC0684-004 12/01/2023

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
Communications System		
Installer	$ 42.48	27.42
Technician	$ 48.85	27.62

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC1245-001 06/01/2024

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer	$ 70.16	24.46
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment)	$ 53.30	22.01
(3) Groundman	$ 40.76	21.51
(4) Powderman	$ 51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

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ELEV0008-001 01/01/2024

	Rates	Fringes
ELEVATOR MECHANIC	$ 80.76	37.885+a+b

FOOTNOTE:

a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0003-001 06/28/2023

""AREA 1"" WAGE RATES ARE LISTED BELOW

""AREA 2"" RECEIVES AN ADDITIONAL $2.00 PER HOUR ABOVE AREA 1 RATES.

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (AREA 1:)		
GROUP 1	$ 60.72	31.03
GROUP 2	$ 59.19	31.03
GROUP 3	$ 57.71	31.03
GROUP 4	$ 56.33	31.03
GROUP 5	$ 55.06	31.03
GROUP 6	$ 53.74	31.03
GROUP 7	$ 52.60	31.03
GROUP 8	$ 51.46	31.03
GROUP 8-A	$ 49.25	31.03
OPERATOR: Power Equipment (Cranes and Attachments - AREA 1:)		
GROUP 1		
Cranes	$ 52.30	31.15
Oiler	$ 43.79	31.15
Truck crane oiler	$ 46.08	31.15
GROUP 2		
Cranes	$ 50.54	31.15
Oiler	$ 42.83	31.15
Truck crane oiler	$ 45.07	31.15
GROUP 3		
Cranes	$ 48.80	31.15
Hydraulic	$ 44.44	31.15
Oiler	$ 42.55	31.15
Truck crane oiler	$ 44.83	31.15
GROUP 4		
Cranes	$ 45.76	31.15
OPERATOR: Power Equipment (Piledriving - AREA 1:)		
GROUP 1		
Lifting devices	$ 52.64	31.15
Oiler	$ 43.38	31.15
Truck Crane Oiler	$ 45.66	31.15
GROUP 2		
Lifting devices	$ 50.82	31.15
Oiler	$ 43.11	31.15
Truck Crane Oiler	$ 45.41	31.15
GROUP 3		
Lifting devices	$ 49.14	31.15
Oiler	$ 42.89	31.15
Truck Crane Oiler	$ 45.12	31.15
GROUP 4		
Lifting devices	$ 47.37	31.15

GROUP 5
Lifting devices.....$ 44.73 31.15
GROUP 6
Lifting devices.....$ 42.50 31.15
OPERATOR: Power Equipment
(Steel Erection - AREA 1:)
GROUP 1
Cranes.....$ 53.27 31.15
Oiler.....$ 43.72 31.15
Truck Crane Oiler.....$ 45.95 31.15
GROUP 2
Cranes.....$ 51.50 31.15
Oiler.....$ 43.45 31.15
Truck Crane Oiler.....$ 45.73 31.15
GROUP 3
Cranes.....$ 50.02 31.15
Hydraulic.....$ 45.07 31.15
Oiler.....$ 43.23 31.15
Truck Crane Oiler.....$ 45.46 31.15
GROUP 4
Cranes.....$ 48.00 31.15
GROUP 5
Cranes.....$ 46.70 31.15
OPERATOR: Power Equipment
(Tunnel and Underground Work
- AREA 1:)
SHAFTS, STOPES, RAISES:
GROUP 1.....$ 56.82 31.03
GROUP 1-A.....$ 59.29 31.03
GROUP 2.....$ 55.56 31.03
GROUP 3.....$ 54.23 31.03
GROUP 4.....$ 53.09 31.03
GROUP 5.....$ 51.95 31.03
UNDERGROUND:
GROUP 1.....$ 56.72 31.03
GROUP 1-A.....$ 59.19 31.03
GROUP 2.....$ 55.46 31.03
GROUP 3.....$ 54.13 31.03
GROUP 4.....$ 52.99 31.03
GROUP 5.....$ 51.85 31.03

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: $.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power

shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber- tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed constuction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self- propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose

A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing mahcine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

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ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and

compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

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AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS,TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, TUOLUMNE

AREA 2 -NOTED BELOW

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

CALAVERAS COUNTY:
Area 1: Remainder
Area 2: Eastern Part

FRESNO COUNTY:
Area 1: Remainder
Area 2: Eastern Part

MADERA COUNTY:
Area 1: Remainder
Area 2: Eastern Part

MARIPOSA COUNTY:
Area 1: Remainder
Area 2: Eastern Part

MONTEREY COUNTY:
Area 1: Remainder
Area 2: Southwestern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

ENGI0003-008 08/01/2024

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman	$ 60.61	39.55
(2) Dredge Dozer; Heavy duty repairman	$ 55.65	39.55
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator	$ 54.53	39.55
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler	$ 51.23	39.55
AREA 2:		
(1) Leverman	$ 62.61	39.55
(2) Dredge Dozer; Heavy		

duty repairman.....$ 57.65 39.55
(3) Booster Pump
Operator; Deck
Engineer; Deck mate;
Dredge Tender; Winch
Operator.....$ 56.53 39.55
(4) Bargeman; Deckhand;
Fireman; Leveehand; Oiler..$ 53.23 39.55

AREA DESCRIPTIONS

AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Remainder
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY:
Area 1: Remainder
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

MONTERREY COUNTY
Area 1: Except Southwestern part
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County

Area 2: Remainder

PLACER COUNTY:
Area 1: Al but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Remainder

TEHAMA COUNTY:
  Area 1: All but the Western border with Mendocino & Trinity
  Counties
Area 2: Remainder

TRINITY COUNTY:
  Area 1: East Central part and the Northeastern border with
  Shasta County
Area 2: Remainder

TUOLUMNE COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

ENGI0003-019 07/01/2024

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1	$ 52.40	28.52
AREA 2	$ 54.40	28.52
GROUP 2		
AREA 1	$ 48.80	28.52
AREA 2	$ 50.80	28.52
GROUP 3		
AREA 1	$ 44.19	28.52
AREA 2	$ 46.19	28.52

GROUP DESCRIPTIONS:

  GROUP 1: Landscape Finish Grade Operator: All finish grade
  work regardless of equipment used, and all equipment with a
  rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:
Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:
Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY
Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:
Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY
Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:
  Area 1: All but the Northern portion along the border of
  Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Reaminder

TEHAMA COUNTY:
  Area 1: All but the Western border with mendocino & Trinity
  Counties
Area 2: Remainder

TRINITY COUNTY:
  Area 1: East Central part and the Northeaster border with
  Shasta County
Area 2: Remainder

TULARE COUNTY;
Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

IRON0377-001 01/01/2024

ALAMEDA, CONTRA COSTA, SAN MATEO, SANTA CLARA COUNTIES

	Rates	Fringes
Ironworkers:		
Fence Erector	$ 42.53	26.26
Ornamental, Reinforcing and Structural	$ 52.08	34.90

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

IRON0377-003 01/01/2024

SAN FRANCISCO CITY and COUNTY

	Rates	Fringes
Ironworkers:		
Fence Erector	$ 42.53	26.26
Ornamental, Reinforcing and Structural	$ 52.58	34.90

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

IRON0433-005 01/01/2024

REMAINING COUNTIES

	Rates	Fringes
IRONWORKER		
Fence Erector	$ 42.53	26.26
Ornamental, Reinforcing and Structural	$ 47.45	34.90

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0067-006 07/01/2024

AREA ""1"" - ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA ""2"" - CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (ASBESTOS/MOLD/LEAD LABORER)		
Area 1	$ 37.75	29.69
Area 2	$ 36.75	29.69

ASBESTOS REMOVAL-SCOPE OF WORK: Site mobilization; initial site clean-up; site preparation; removal of asbestos-containing materials from walls and ceilings; or from pipes, boilers and mechanical systems only if they are being scrapped; encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

LABO0073-002 07/01/2023

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 36.26	27.30
Traffic Control Person I	$ 36.56	27.30
Traffic Control Person II	$ 34.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0073-003 07/01/2023

SAN JOAQUIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 36.29	25.55

LABO0073-005 06/26/2023

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72
GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72
Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0073-007 06/26/2023

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS)		
Construction Specialist Group	$ 36.20	27.30
GROUP 1	$ 35.50	27.30
GROUP 1-a	$ 35.72	27.30
GROUP 1-c	$ 35.55	27.30
GROUP 1-e	$ 36.05	27.30
GROUP 1-f	$ 30.37	23.20
GROUP 2	$ 35.35	27.30
GROUP 3	$ 35.25	27.30
GROUP 4	$ 28.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS)		
(1) New Construction	$ 35.25	27.30
(2) Establishment Warranty Period	$ 28.94	27.30
LABORER (GUNITE)		
GROUP 1	$ 36.46	27.30
GROUP 2	$ 35.96	27.30
GROUP 3	$ 35.37	27.30
GROUP 4	$ 35.25	27.30
LABORER (WRECKING)		
GROUP 1	$ 35.50	27.30
GROUP 2	$ 35.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or

over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting

or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	$ 39.77	28.54

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0261-003 07/01/2023

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	$ 37.26	27.30
Traffic Control Person I....	$ 37.56	27.30
Traffic Control Person II...	$ 35.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0261-005 06/26/2023

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	$ 45.89	27.72
GROUP 2.....	$ 45.66	27.72
GROUP 3.....	$ 45.41	27.72
GROUP 4.....	$ 44.96	27.72
GROUP 5.....	$ 44.42	27.72
Shotcrete Specialist.....	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0261-009 06/26/2023

SAN FRANCISCO, AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group	$ 37.20	27.30
GROUP 1	$ 36.50	27.30
GROUP 1-a	$ 36.72	27.30
GROUP 1-c	$ 36.55	27.30
GROUP 1-e	$ 37.05	27.30
GROUP 1-f	$ 31.37	23.20
GROUP 2	$ 36.35	27.30
GROUP 3	$ 36.25	27.30
GROUP 4	$ 29.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction	$ 36.25	27.30
(2) Establishment Warranty Period	$ 29.94	27.30
LABORER (WRECKING - AREA A:)		
GROUP 1	$ 36.50	27.30
GROUP 2	$ 36.35	27.30
Laborers: (GUNITE - AREA A:)		
GROUP 1	$ 37.46	27.30
GROUP 2	$ 36.96	27.30
GROUP 3	$ 36.37	27.30
GROUP 4	$ 36.25	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form

raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0261-011 07/01/2023

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
MASON TENDER, BRICK	$ 37.05	27.45

FOOTNOTES: Underground work such as sewers, manholes, catch basins, sewer pipes, telephone conduits, tunnels and cut trenches: $5.00 per day additional. Work in live sewage: $2.50 per day additional.

LABO0261-014 07/01/2023

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
PLASTER TENDER	$ 41.93	30.32

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0270-003 07/01/2023

AREA A: SANTA CLARA

AREA B: MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person		
Area A	$ 37.26	27.30
Area B	$ 36.26	27.30
Traffic Control Person I		
Area A	$ 37.56	27.30
Area B	$ 36.56	27.30
Traffic Control Person II		
Area A	$ 35.06	27.30
Area B	$ 34.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0270-004 06/26/2023

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72
GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72

Shotcrete Specialist.....$ 46.41 27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0270-005 07/01/2023

MONTEREY AND SAN BENITO COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 36.29	25.55

LABO0270-007 06/26/2023

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B)		
Construction Specialist Group	$ 36.20	27.30
GROUP 1	$ 35.50	27.30
GROUP 1-a	$ 35.72	27.30
GROUP 1-c	$ 35.55	27.30
GROUP 1-e	$ 36.05	27.30
GROUP 1-f	$ 36.08	27.30
GROUP 2	$ 35.35	27.30
GROUP 3	$ 35.25	27.30
GROUP 4	$ 28.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B)		
(1) New Construction	$ 35.25	27.30
(2) Establishment Warranty Period	$ 28.94	27.30
LABORER (GUNITE - AREA B)		
GROUP 1	$ 36.46	27.30

GROUP 2	$ 35.96	27.30
GROUP 3	$ 35.37	27.30
GROUP 4	$ 35.25	27.30
LABORER (WRECKING - AREA B)		
GROUP 1	$ 35.50	27.30
GROUP 2	$ 35.35	27.30

FOOTNOTES:
Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types

regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material

cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0270-010 06/26/2023

SANTA CLARA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group	$ 37.20	27.30
GROUP 1	$ 36.50	27.30
GROUP 1-a	$ 36.72	27.30
GROUP 1-c	$ 36.55	27.30
GROUP 1-e	$ 37.05	27.30
GROUP 1-f	$ 37.08	27.30
GROUP 2	$ 36.35	27.30
GROUP 3	$ 36.25	27.30
GROUP 4	$ 29.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction	$ 36.25	27.30
(2) Establishment Warranty Period	$ 29.94	27.30
LABORER (GUNITE - AREA A:)		
GROUP 1	$ 37.46	27.30
GROUP 2	$ 36.96	27.30
GROUP 3	$ 36.37	27.30
GROUP 4	$ 36.25	27.30
LABORER (WRECKING - AREA A:)		

GROUP 1	$ 36.50	27.30
GROUP 2	$ 36.35	27.30

FOOTNOTES:
Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling

of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0270-011 07/01/2023

MONTEREY, SAN BENITO, SANTA CRUZ, SANTA CLARA COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	$ 40.68	29.68

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0294-001 07/01/2023

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
LABORER (Brick)		
Mason Tender-Brick.....	$ 36.29	25.55

LABO0294-002 07/01/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	$ 36.26	27.30
Traffic Control Person I....	$ 36.56	27.30
Traffic Control Person II...	$ 34.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of

temporary/permanent signs, markers, delineators and crash cushions.

LABO0294-005 06/26/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72
GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72
Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0294-008 06/26/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist Group	$ 36.20	27.30
GROUP 1	$ 35.50	27.30
GROUP 1-a	$ 35.72	27.30
GROUP 1-c	$ 35.55	27.30
GROUP 1-e	$ 36.05	27.30
GROUP 1-f	$ 36.08	27.30
GROUP 2	$ 35.35	27.30
GROUP 3	$ 35.25	27.30
GROUP 4	$ 28.94	27.30

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,

HORTICULTURAL & LANDSCAPE
LABORERS - AREA B:)

(1) New Construction	$ 35.25	27.30
(2) Establishment Warranty Period	$ 28.94	27.30

LABORER (GUNITE - AREA B:)

GROUP 1	$ 36.46	27.30
GROUP 2	$ 35.96	27.30
GROUP 3	$ 35.37	27.30
GROUP 4	$ 35.25	27.30

LABORER (WRECKING - AREA B:)

GROUP 1	$ 35.50	27.30
GROUP 2	$ 35.35	27.30

FOOTNOTES:
Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work;

Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction

track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0294-010 07/01/2023

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender	$ 39.77	28.54

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0294-011 07/01/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (Plaster Tender)	$ 39.77	28.54

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0304-002 07/01/2023

ALAMEDA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 37.26	27.30
Traffic Control Person I	$ 37.56	27.30
Traffic Control Person II	$ 35.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0304-003 06/26/2023

ALAMEDA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72
GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72
Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0304-004 06/26/2023

ALAMEDA COUNTY

	Rates	Fringes

LABORER (CONSTRUCTION CRAFT
LABORERS - AREA A:)

Construction Specialist Group	$ 37.20	27.30
GROUP 1	$ 36.50	27.30
GROUP 1-a	$ 36.72	27.30
GROUP 1-c	$ 36.55	27.30
GROUP 1-e	$ 37.05	27.30
GROUP 1-f	$ 37.08	27.30
GROUP 2	$ 36.35	27.30
GROUP 3	$ 36.25	27.30
GROUP 4	$ 29.94	27.30

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE
LABORERS - AREA A:)

(1) New Construction	$ 36.25	27.30
(2) Establishment Warranty Period	$ 29.94	27.30

LABORER (GUNITE - AREA A:)

GROUP 1	$ 37.46	27.30
GROUP 2	$ 36.96	27.30
GROUP 3	$ 36.37	27.30
GROUP 4	$ 36.25	27.30

LABORER (WRECKING - AREA A:)

GROUP 1	$ 36.50	27.30
GROUP 2	$ 36.35	27.30

FOOTNOTES:
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joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

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lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0304-005 07/01/2023

ALAMEDA COUNTY

	Rates	Fringes
Brick Tender	$ 37.05	27.45

FOOTNOTES: Work on jobs where heat-protective clothing is required: $2.00 per hour additional. Work at grinders: $.25

per hour additional. Manhole work: $2.00 per day additional.

LABO0304-008 07/01/2023

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender	$ 41.93	30.32

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0324-002 07/01/2023

CONTRA COSTA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 37.26	27.30
Traffic Control Person I	$ 37.56	27.30
Traffic Control Person II	$ 35.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0324-006 06/26/2023

CONTRA COSTA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72
GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72
Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work);

Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0324-012 06/26/2023

CONTRA COSTA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group	$ 37.20	27.30
GROUP 1	$ 36.50	27.30
GROUP 1-a	$ 36.72	27.30
GROUP 1-c	$ 36.55	27.30
GROUP 1-e	$ 37.05	27.30
GROUP 1-f	$ 37.08	27.30
GROUP 1-g	$ 36.70	27.30
GROUP 2	$ 36.35	27.30
GROUP 3	$ 36.25	27.30
GROUP 4	$ 29.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction	$ 36.25	27.30
(2) Establishment Warranty Period	$ 29.94	27.30
LABORER (GUNITE - AREA A:)		
GROUP 1	$ 37.46	27.30
GROUP 2	$ 36.96	27.30
GROUP 3	$ 36.37	27.30
GROUP 4	$ 36.25	27.30
LABORER (WRECKING - AREA A:)		
GROUP 1	$ 36.50	27.30
GROUP 2	$ 36.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander,

pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing

is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

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LABO0324-014 07/01/2023

CONTRA COSTA COUNTY:

	Rates	Fringes
Brick Tender	$ 37.05	27.45

FOOTNOTES: Work on jobs where heat-protective clothing is required: $2.00 per hour additional. Work at grinders: $.25 per hour additional. Manhole work: $2.00 per day additional.

LABO0324-018 07/01/2023

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender	$ 41.93	30.32

Work on a swing stage scaffold: $1.00 per hour additional.

LABO1130-002 07/01/2023

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 36.26	27.30
Traffic Control Person I	$ 36.56	27.30
Traffic Control Person II	$ 34.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO1130-003 06/26/2023

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72
GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72
Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO1130-005 07/01/2023

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 36.29	25.55

LABO1130-007 06/26/2023

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE , COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist Group	$ 36.20	27.30
GROUP 1	$ 35.50	27.30
GROUP 1-a	$ 35.72	27.30
GROUP 1-c	$ 35.55	27.30
GROUP 1-e	$ 36.05	27.30
GROUP 1-f	$ 36.08	27.30
GROUP 2	$ 35.35	27.30

GROUP 3.....$ 35.25 27.30
GROUP 4.....$ 28.94 27.30
See groups 1-b and 1-d under laborer classifications.
LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE
LABORERS - AREA B:)
(1) New Construction.....$ 35.25 27.30
(2) Establishment Warranty
Period.....$ 28.94 27.30
LABORER (GUNITE - AREA B:)
GROUP 1.....$ 36.46 27.30
GROUP 2.....$ 35.96 27.30
GROUP 3.....$ 35.37 27.30
GROUP 4.....$ 35.25 27.30
LABORER (WRECKING - AREA B:)
GROUP 1.....$ 35.50 27.30
GROUP 2.....$ 35.35 27.30

FOOTNOTES:
Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete

chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher;

Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO1130-008 07/01/2023

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender	$ 39.77	28.54

Work on a swing stage scaffold: $1.00 per hour additional.

LABO1130-009 07/01/2023

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (Plaster Tender)	$ 39.77	28.54

Work on a swing stage scaffold: $1.00 per hour additional.

PAIN0016-001 01/01/2024

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN MATEO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Painters:	$ 50.51	27.66

PREMIUMS:

EXOTIC MATERIALS - $1.25 additional per hour.
SPRAY WORK: - $0.50 additional per hour.
INDUSTRIAL PAINTING - $0.25 additional per hour
[Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:
over 50 feet - $2.00 per hour additional
100 to 180 feet - $4.00 per hour additional
Over 180 feet - $6.00 per houir additional

PAIN0016-003 01/01/2024

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: CALAVERAS, MARIPOA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
Drywall Finisher/Taper		
AREA 1	$ 60.41	31.34
AREA 2	$ 56.28	29.94

PAIN0016-012 01/01/2024

ALAMEDA, CONTRA COSTA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER	$ 59.00	33.03

PAIN0016-015 01/01/2024

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PAINTER		
Brush	$ 40.85	22.40

FOOTNOTES:
SPRAY/SANDBLAST: $0.50 additional per hour.

EXOTIC MATERIALS: $1.25 additional per hour.
  HIGH TIME: Over 50 ft above ground or water level $2.00 additional per hour. 100 to 180 ft above ground or water level $4.00 additional per hour. Over 180 ft above ground or water level $6.00 additional per hour.

PAIN0016-022 01/01/2024

SAN FRANCISCO COUNTY

	Rates	Fringes
PAINTER	$ 54.13	27.66

PAIN0169-001 01/01/2023

FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:

	Rates	Fringes
GLAZIER	$ 44.33	28.88

PAIN0169-005 01/01/2024

ALAMEDA CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA & SANTA CRUZ COUNTIES

	Rates	Fringes
GLAZIER	$ 56.22	34.00

PAIN0294-004 07/01/2023

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
PAINTER		
Brush, Roller	$ 34.49	21.80
Drywall Finisher/Taper	$ 35.74	21.80

FOOTNOTE:
  Spray Painters & Paperhangers recive $1.00 additional per hour. Painters doing Drywall Patching receive $1.25 additional per hour. Lead Abaters & Sandblasters receive $1.50 additional per hour. High Time - over 30 feet (does not include work from a lift) $0.75 per hour additional.

PAIN0294-005 01/01/2023

FRESNO, KINGS & MADERA

	Rates	Fringes
SOFT FLOOR LAYER	$ 38.53	23.19

PAIN0767-001 01/01/2024

CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes

GLAZIER.....$ 43.25 35.62

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee required to wear a body harness shall receive $1.50 per hour above the basic hourly rate at any elevation.

PAIN1176-001 07/01/2022

HIGHWAY IMPR0VEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1	$ 40.83	17.62
GROUP 2	$ 34.71	17.62
GROUP 3	$ 35.11	17.62

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

PAIN1237-003 01/01/2024

CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SOFT FLOOR LAYER	$ 48.54	26.59

PLAS0066-002 07/01/2019

ALAMEDA, CONTRA COSTA, SAN MATEO AND SAN FRANCISCO COUNTIES:

	Rates	Fringes
PLASTERER	$ 42.41	30.73

PLAS0300-001 07/01/2018

	Rates	Fringes
PLASTERER		
AREA 188: Fresno	$ 32.70	31.68
AREA 224: San Benito, Santa Clara, Santa Cruz	$ 32.88	31.68
AREA 295: Calaveras & San Joaquin Couonties	$ 32.70	31.68
AREA 337: Monterey County	$ 32.88	31.68
AREA 429: Mariposa, Merced, Stanislaus, Tuolumne Counties	$ 32.70	31.68

PLAS0300-005 07/01/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 32.15	23.27

PLUM0038-001 07/01/2023

SAN FRANCISCO COUNTY

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter)	$ 85.50	48.98

PLUM0038-005 07/01/2023

SAN FRANCISCO COUNTY

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter)	$ 72.68	32.91

PLUM0062-001 07/01/2024

MONTEREY AND SANTA CRUZ COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER	$ 53.00	41.70

PLUM0159-001 07/01/2024

CONTRA COSTA COUNTY

	Rates	Fringes
Plumber and steamfitter		
(1) Refrigeration	$ 65.28	48.04
(2) All other work	$ 66.17	48.04

PLUM0246-001 07/01/2024

FRESNO, KINGS & MADERA COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER	$ 50.00	40.69

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* PLUM0246-004 01/01/2017

FRESNO, MERCED & SAN JOAQUIN COUNIES

	Rates	Fringes
PLUMBER (PIPE TRADESMAN)	$ 13.00 **	10.74

PIPE TRADESMAN SCOPE OF WORK:
Installation of corrugated metal piping for drainage, as well as installation of corrugated metal piping for culverts in connection with storm sewers and drains; Grouting, dry packing and diapering of joints, holes or chases including

paving over joints, in piping; Temporary piping for dirt work for building site preparation; Operating jack hammers, pavement breakers, chipping guns, concrete saws and spades to cut holes, chases and channels for piping systems; Digging, grading, backfilling and ground preparation for all types of pipe to all points of the jobsite; Ground preparation including ground leveling, layout and planting of shrubbery, trees and ground cover, including watering, mowing, edging, pruning and fertilizing, the breaking of concrete, digging, backfilling and tamping for the preparation and completion of all work in connection with lawn sprinkler and landscaping; Loading, unloading and distributing materials at jobsite; Putting away materials in storage bins in jobsite secure storage area; Demolition of piping and fixtures for remodeling and additions; Setting up and tearing down work benches, ladders and job shacks; Clean-up and sweeping of jobsite; Pipe wrapping and waterproofing where tar or similar material is applied for protection of buried piping; Flagman

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PLUM0342-001 07/01/2023

ALAMEDA & CONTRA COSTA COUNTIES

	Rates	Fringes
PIPEFITTER		
CONTRA COSTA COUNTY	$ 74.00	47.45
PLUMBER, PIPEFITTER, STEAMFITTER		
ALAMEDA COUNTY	$ 74.00	47.45

PLUM0355-004 07/01/2024

ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, AND TUOLUMNE COUNTIES:

	Rates	Fringes
Underground Utility Worker /Landscape Fitter	$ 34.51	18.30

PLUM0393-001 07/01/2021

SAN BENITO AND SANTA CLARA COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER	$ 68.76	46.63

PLUM0442-001 07/01/2024

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER	$ 54.05	36.99

PLUM0467-001 07/01/2024

SAN MATEO COUNTY

	Rates	Fringes
Plumber/Pipefitter/Steamfitter	$ 83.75	40.65

ROOF0027-002 01/01/2024

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ROOFER	$ 42.51	16.11

FOOTNOTE: Work with pitch, pitch base of pitch impregnated products or any material containing coal tar pitch, on any building old or new, where both asphalt and pitchers are used in the application of a built-up roof or tear off: $2.00 per hour additional.

ROOF0040-002 08/01/2024

SAN FRANCISCO & SAN MATEO COUNTIES:

	Rates	Fringes
ROOFER	$ 55.30	22.97

ROOF0081-001 08/01/2023

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Roofer	$ 52.47	22.31

ROOF0081-004 08/01/2024

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
ROOFER	$ 49.65	22.19

ROOF0095-002 08/01/2023

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES:

	Rates	Fringes
ROOFER		
Bitumastic, Enameler, Coal Tar, Pitch and Mastic worker	$ 57.17	21.51
Journeyman	$ 53.17	21.51
Kettle person (2 kettles)	$ 55.17	21.51

SFCA0483-001 08/01/2024

ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES:

	Rates	Fringes
SPRINKLER FITTER (FIRE)	$ 79.13	38.51

SFCA0669-011 01/01/2024

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SPRINKLER FITTER	$ 44.32	27.83

SHEE0104-001 07/01/2020

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO, SANTA CLARA

AREA 2: MONTEREY & SAN BENITO

AREA 3: SANTA CRUZ

	Rates	Fringes
SHEET METAL WORKER		
AREA 1:		
Mechanical Contracts		
under $200,000	$ 55.92	45.29
All Other Work	$ 64.06	46.83
AREA 2	$ 52.90	36.44
AREA 3	$ 55.16	34.18

SHEE0104-003 07/01/2021

CALAVERAS AND SAN JOAQUIN COUNTIES:

	Rates	Fringes
SHEET METAL WORKER	$ 44.34	39.22

SHEE0104-005 07/01/2021

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Excluding metal deck and siding)	$ 41.28	45.41

SHEE0104-007 07/01/2021

FRESNO, KINGS, AND MADERA COUNTIES:

	Rates	Fringes
SHEET METAL WORKER	$ 44.07	40.79

SHEE0104-015 07/01/2020

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only)	$ 44.45	35.55

SHEE0104-018 07/01/2020

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
Sheet metal worker (Metal decking and siding only)	$ 44.45	35.55

TEAM0094-001 07/01/2024

	Rates	Fringes
Truck drivers:		
GROUP 1	$ 41.54	33.25
GROUP 2	$ 41.84	33.25
GROUP 3	$ 42.14	33.25
GROUP 4	$ 42.49	33.25
GROUP 5	$ 42.84	33.25

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.

Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and ""A"" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over;

Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self- propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbedk Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.20) or 13658 ($12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses

(29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date

for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R ◆1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-533

MEETING: December 3, 2024

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve an Agreement with Aqua Sierra Controls, Inc. for Software Replacement and Programming Services at Lake Don Pedro and Yosemite West Wastewater Treatment Plants in the Amount Not to Exceed $221,270; and Authorize the Board of Supervisors Chair to Sign the Agreement

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RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Aqua Sierra Controls, Inc. for Software Replacement and Programming Services at Lake Don Pedro and Yosemite West Wastewater Treatment Plants in the Amount Not to Exceed $221,270; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The Supervisory Control And Data Acquisition (SCADA) systems for both Don Pedro, and Yosemite West are antiquated and/or nonfunctional, as well as outside of their intended service life. They require replacement and upgrade to modern and functional systems.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Supervisory Control And Data Acquisition (SCADA) systems are a vital and necessary component for both the Don Pedro and Yosemite West, Water/Wastewater systems. This complex system uses a combination of Programmable Logic Controllers (PLCs), sensors, switches, and computer programming to operate the plants. Some processes within the water and wastewater plants cannot operate without them. Additionally, they provide monitoring of the systems that prevent catastrophic failure. They are also the piece of equipment that provides an alarm system that notifies the operators of any possible issues.

The Don Pedro system has failed, causing a significant amount of the workforce to operate the plant manually. Currently, there are no alarms if the plant should suffer another failure. While the Yosemite West system is still functional, it is well past its intended service life and suffers frequent failures requiring additional operator intervention.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If these systems are not replaced, Mariposa County should consider the liability for an environmental spill, water system delivery failure, and potential state and federal fines caused by a catastrophic plant failure.

FINANCIAL IMPACT

There is no financial impact to the General Fund. These components are being funded by ARPA.

ATTACHMENTS

1. Agreement_Aqua Sierra Controls

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

AGREEMENT FOR SOFTWARE REPLACEMENT AND PROGRAMMING SERVICES

THIS AGREEMENT ("Agreement") 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 AQUA SIERRA CONTROLS, INC., hereinafter referred to as "Contractor," pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on the date first hereinabove written and shall continue until all authorized work is approved by County or June 30, 2025, whichever is earlier.

2. SERVICES

Contractor shall perform IT Services as described in Exhibit A, "Scope of Work and Cost Proposal," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $221,269.30 as set forth in Exhibit A, "Scope of Work and Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) days of receipt of an approved invoice. In the event payments equal the "not to exceed" amount, Contractor shall complete all services required under this Agreement without further compensation or cost reimbursement.

4. INSURANCE

Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, or employees.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.

(3) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease.

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

B. OTHER INSURANCE PROVISIONS

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

(1) Additional Insured Status: County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 forms if a later edition is used).

(2) Primary Coverage: For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance with respect to Contractor's negligent performance of the services as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with at least thirty (30) calendar days' notice to County.

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

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County. County may require Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(6) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to County.

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall release, hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, from and against any and all claims, losses, damages, lawsuits, liabilities and expenses, including but not limited to reasonable attorneys' fees, including but not limited to those attributable to bodily injury, sickness, disease, death or injury to or destruction of property, including the loss therefrom, which arises out of or is in any way connected with the performance of this Agreement (collectively "Liabilities") to the extent caused by Contractor or its officers, agents or employees, except where such Liabilities are caused by the sole negligence or willful misconduct of County.

6. INDEPENDENT CONTRACTOR

It is the expressed 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.

7. 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 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.

8. 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.

9. AUDITS AND INSPECTIONS

Contractor shall at any time during business hours, and as often as County may deem necessary, make available to County for examination all of its records and data with respect to the matters covered by this Agreement. Contractor shall, upon the request of County, permit County to audit and inspect all of such records and data necessary to ensure Contractor's compliance with the terms of this Agreement. If compensation to be paid by County under this Agreement exceeds Ten Thousand Dollars ($10,000), Contractor shall be subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three (3) years after final payment under this Agreement. This section survives the termination of this Agreement.

10. ASSIGNMENT

It is understood and agreed that this Agreement contemplates personal performance by 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 Contractor under this Agreement will be permitted only with the express written consent of County.

11. NOTICE

Any and all notices, reports or other communications to be given to County or Contractor shall be given to the persons representing the respective parties at the following addresses:

CONTRACTOR:
Josh Lane, President
13265 Bill Francis Drive
Auburn, CA 95603

COUNTY:
Director of Public Works & Transportation
4639 Ben Hur Road
Mariposa, CA 95338

12. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinances and regulations applicable to Contractor's performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

13. PUBLIC RECORDS ACT

Contractor is aware that this Agreement and any documents provided to County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

14. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

15. ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

16. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination as set forth in Exhibit A.

B. Either party may terminate this Agreement for convenience upon thirty (30) calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit A.

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving

written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

D. If County terminates this Agreement for default or material breach, then Contractor shall be liable for any reasonable costs in excess of the Agreement amount incurred by County in order to complete Exhibit A, "Scope of Work." In addition, Contractor understands and agrees that County may, in County's sole discretion, refuse to pay Contractor for that portion of Contractor's services which were performed by Contractor prior to the termination date and which remain unacceptable to County as of the termination date.

17. NO WAIVER

The failure to exercise any right to enforce any remedy contained in this Agreement shall not operate as to be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any other right or remedy herein contained.

18. DISPUTES

Should it become necessary for a party to this Agreement to bring an action in connection with this Agreement, the prevailing party in any such action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Mariposa, State of California.

19. CAPTIONS

The captions of this Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

20. NUMBER AND GENDER

In this Agreement, the neutral gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

21. MANDATORY AND PERMISSIVE

"Shall" is mandatory. "May" is permissive.

22. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

24. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

25. CONTROLLING LAW

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

26. AUTHORITY

Each party and each party's signatory warrant and represent that each has full authority and capacity to enter into this Agreement in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to this Agreement shall comply with all requirements of law, including capacity and authority to amend or modify this Agreement.

27. NEGOTIATED AGREEMENT

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so

with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

28. NO RELIANCE ON REPRESENTATIONS

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other party.

29. WARRANTY

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all work shall be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

30. FUNDING AVAILABILITY

It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal year covered under this Agreement does not appropriate sufficient funds for this Agreement, this Agreement shall terminate and be of no further force and effect upon the day notice is provided by County to Contractor of such event. Upon termination of this Agreement, County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement except for services rendered prior to such termination and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

If funding for any fiscal year is reduced or deleted by the County budget for purposes of this Agreement, the County shall have the option to either cancel this Agreement with no liability occurring to the County, except County must reimburse Contractor for services rendered prior to such reduction or modification of the County budget, or offer an amendment to this Agreement to Contractor to reflect the reduced amount.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

COUNTY OF MARIPOSA

Miles Menetrey, Chair
Board of Supervisors

CONTRACTOR

Josh Lane, President
Aqua Sierra Controls, Inc.

COUNTERSIGNED:
(Government Code §25103)

Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

Exhibit A
SCOPE OF WORK AND COST PROPOSAL

Aqua Sierra Controls, Inc.
13265 Bill Francis Drive, Auburn, CA 95603
Cell (530) 305-3390 Office (530) 823-3241
jlane@aquasierra.com www.aquasierra.com
CA Contractors License A, C-10 474023
CA Small Business Certification #1162
CA DIR #1000003631

IT Services - SCADA – UL508A Panel Shop – Pump Controllers
NIST Traceable Instrument Calibrations & Maintenance

Mariposa County

Attention: Mr. John Luthey
Phone: 209-966-5356 x1154 or 209-742-1154
Email: jluthey@mariposacounty.org

Subject: Proposal & Scope of Work
Project: Yosemite West SCADA Software Replacement and Lake Don Pedro Waste-Water Treatment Plant PLC & SCADA Replacement

Proposal # QJ09021-3
November 12, 2024

Mr. Luthey,

The following is our revised scope of work and proposal for the software and programming services for the Yosemite West SCADA Software Replacement Project and the Lake Don Pedro Waste-Water Treatment Plant PLC & SCADA Replacement project. Our proposal is good for (60) sixty days. These SCADA systems will completely replace the DFS HTX SCADA software and server. Please note that this proposal does not include installation or programming for the five PLC control panels for Yosemite West.

Yosemite West Software

- VT SCADA Software 200 Tag Development / Runtime with Alarm Software and Database Sharing

Yosemite West SCADA Hardware

- Workstation with Intel i7 Processor, 16GB RAM, 1TB SSD, Windows 11 Pro, Wireless Mouse, Wireless Keyboard, 22" Monitor, 1000VA UPS, Microsoft Office Pro

Yosemite West PLC Control Panels

- (3) NEMA 4 30"x30"x8" Enclosure, Back Panel, Allen Bradley Micro PLC, 24VDC PS, SPD, Heater with Thermostat, Fan, Vent, Thermostat, Distribution Breakers, Terminals, Relays, Power Fail Relays, UPS, GE MDS Radio, RF Pigtail, Coaxial Surge Protector, Network Switch, Labels.

Lake Don Pedro PLC Equipment

- Allen Bradley Compact Logix 5069 PLC with I/O Cards
- NTRON 108TX Network Switch
- Meanwell SDR-240-24 24VDC Power Supply
- Maple Systems cMT2108X2v2 10" HMI
- Panel Modifications Materials (Wire, Terminals, Relays, Etc.)

Lake Don Pedro SCADA Hardware

- Workstation with Intel i7 Processor, 16GB RAM, 1TB SSD, Windows 11 Pro, Wireless Mouse, Wireless Keyboard, 22" Monitor, 1000VA UPS, Microsoft Office Pro

Lake Don Pedro SCADA Software

- VT SCADA Software 1000 Tag Development / Runtime with Alarm Software and Database Sharing

Scope of Work

- Submittals
- Design drawings
- Build of materials
- Panel assembly
- Factory acceptance testing
- Install software on customer provided computer.
- As-built drawings
- SCADA programming for database development, screen development and alarm configurations.
- PLC programming for Lake Don Pedro PLC
- Startup services and field acceptance testing
- Operations and maintenance manuals
- Operator training
- Write controls description for Lake Don Pedro WWTP PLC replacement. This is to duplicate what is in the current DFS PLC and SCADA system only.
- Demo the existing Lake Don Pedro DFS PLC back panel.
- Install new back panel with PLC at Lake Don Pedro

Yosemite West Breakdown

Workstation, UPS, Office, Monitor & Mouse $5,000.00
SCADA Software $2,500.00

Installation, Engineering & SCADA Programming Services $36,967.00
(3) PLC Control Panels $20,455.00 Each, $61,365.00
Yosemite West Total $105,832.00

Lake Don Pedro Breakdown
Workstation, UPS, Office, Monitor & Mouse $5,000.00
SCADA Software $8,000.00
PLC Parts & equipment $10,000.00
Installation, Engineering & SCADA and PLC Programming Services $92,437.30
Lake Don Pedro Total $115,437.30

Proposal Total $221,269.30 Yosemite West and Lake Don Perdo (Cash, Check, ACH, Wire Transfer)

Included

- Shipping and handling
- Sales tax
- Travel and mileage
- Hotels and meals
- Prevailing wage rates

Exclusions

- Items not in our scope of work
- Specialty insurance beyond our standard five million dollars coverage
- Bonds, fees or permits
- Union requirements or signatories
- Cancellation of a project after award may incur restocking fees.
- Workstation

Please let me know if you have any questions.

Thank you,

Josh Lane, President

AQUA SIERRA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/4/2024

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
Foothill Valley Insurance
4970 Rocklin Rd. Ste. 400
Rocklin CA 95677

License#: 0M68957

CONTACT NAME: Megan Humphrey
PHONE (A/C, No, Ext): 916-773-4560 **FAX (A/C, No):** 916-773-4583
E-MAIL ADDRESS: Megan.L@foothillvalley.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Ins. Company of the West	27847
INSURER B : Westchester Surplus Lines Ins	10172
INSURER C : The Travelers Property Casualty Insurance Company	25674
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Aqua Sierra Controls, Inc.
13265 Bill Francis Dr.
Auburn CA 95603

AQUASIE-01

COVERAGES **CERTIFICATE NUMBER:** 1447010935 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY			G47487171 001	9/1/2024	9/1/2025	EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							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 [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] OTHER:							$
C	AUTOMOBILE LIABILITY			BA-6132L307-24-SEL	9/1/2024	9/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	[ ] UMBRELLA LIAB [X] OCCUR			G47487183 001	9/1/2024	9/1/2025	EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 5,000,000
	[ ] DED [X] RETENTION $ 0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WVE507054601	4/1/2024	4/1/2025	X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [Y] (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Pollution/Professional			G47487171 001	9/1/2024	9/1/2025	Each Occurrence	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Operations per written contract.

CERTIFICATE HOLDER

Mariposa County Public Works
4639 Ben Hur Road
Mariposa CA 95338

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Lyla a Beltran

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MARIPOSA COUNTY

Board of Supervisors

MEETING: December 3, 2024

TO: The Board of Supervisors

FROM:

RE: Handouts Received During Departmental Presentations at the December 3rd, 2024 Meeting

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RECOMMENDATION AND JUSTIFICATION

Handouts Received During Departmental Presentations at the December 3rd, 2024 Meeting

- Mariposa Fire Safe Council Handout from Barbara Cone.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board, on occasion, receives handouts during the departmental presentation portion of the agenda.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

None.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **Cone - Handout**

BOS Presentation 12/3/2024

Thank you!!! Title III grants = 3 years @ $15K ea. = **$45K**

PROJECT PLANNING & GRANT WRITING

PHILOSOPHY to protect our community & grow LOCAL INDUSTRY = Multiple subs =grow the resource, grow fire response

$15K in 2022-2023,

LMLF PH1 = 160 acres of fuel islands – JANUARY (bids due Thurs)
Bumguardner Ridge FB = 300' wide, 3.4 miles, 130 acres – JANUARY
Storm Damage Clean up = defensible space, low income, disabled, veterans

	Awarded	To fuel Contractor
LMLF PH1	**$999,994**	**$792K**
Bumguardner Ridge FB	**$670,310**	**$528K – awarded last week**
Storm Damage Clean up	**$599,186**	**$480K**
151-fold increase on investment	**$2,269,490**	**$1,800,000**

$15K in 2023-2024

LMLF PH2 = 160 acres fuel Islands
Fremont Fuel Reduction = 63 acres FIELD OF DREAMS + JCF defense

	Awarded	To fuel Contractor
LMLF PH2	**$999,830**	**$800K**
Fremont Fuel Reduction	**$419,743**	**$297K**
94-fold and work carry-over to 2024	**$1,419,573**	**$1,097,000**

$15K in 2024-2025

SNC/Regional Forest & Fire Capacity Program STARTED PREVIOUS BUDGET = Our staff growth & succession, SSMN Meh-Su EQUIPMENT & MCFAC/JP project pipeline & mapping
PGE Peg Leg Road Ingress/Egress = 220 ft wide 1 mile – protect Bootjack, **Hire SSMN Meh-Su**

***APPLICATIONS**
Ponderosa Basin = 600 ft wide!- 2 miles long, 124 acres – Coord w/ Happy Goat & USFS - Sunny Mdw to Rnd Tree Saddle
Allred Road PH 1 = $999,999K – 400 ft wide, 4 miles long, 195 acres

	Awarded	To fuel Contractor
SNC/Regional Forest & Fire Capacity Program	$**448,646**	**$200K** to SSMN **$50K** to MCFAC
PGE- Peg Leg Road	**$100K**	**$80K** to SSMN
*Ponderosa Basin Defense	**$999,999K**	**$800K**
*Allred Road PH 1	**$999,999K**	**$800K**
170-fold	**$2,548,644**	**$1,930,000**

3 years = $45K investment = $6,237,707 415-fold return Field of Dreams MCFAC/CTY FIRE

$4,827,000 invested into **local business growth** and **local economy**

THANK YOU ALL - SUPERVISORS TOSO and FORSYTHE QUESTIONS?

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-534

MEETING:	December 3, 2024
TO:	The Board of Supervisors
FROM:	Joe Lynch, County Administrative Officer
RE:	Approve the Revision of the Reserve Firefighter II Classification, Now Titled Fire Apparatus Engineer; and Set the EH Salary from $20 to $24 per hour, Effective Immediately

RECOMMENDATION AND JUSTIFICATION

Approve the Revision of the Reserve Firefighter II Classification, Now Titled Fire Apparatus Engineer; and Set the EH Salary from $20 to $24 per hour, Effective Immediately.

Mariposa County Fire established the first paid (Extra Help) Firefighter and Driver Operator program in July of 2022. Since then, the quality of candidates through program recognition has improved. As of today, the Reserve program has proven successful, with increased reserve employees moving into a paid career with the fire service. However, with this success, frequent turnover has caused challenges in getting a Reserve I position into a Reserve II position due to the increased training and time requirements.

Mariposa County Fire desires to move into a combination paid with volunteer program eventually; thus, the need for Driver Operators is ongoing. With the higher level of training, there is also a recognized need for some leadership at the station or reserve level beyond what the CALFIRE Training Captain can give on a daily basis. To help meet Fire's goals for the future, promote and/or encourage Reserve Firefighter I's to develop into a position that will have some supervisory/leadership built into the job and be able to drive/operate all of Mariposa County Fire's apparatus and equipment, Mariposa County Fire is requesting to revise the Reserve Firefighter II position now titled *Fire Apparatus Engineer* to match the job hazards and requirements best.

This new job classification will exceed the standards previously set with the Reserve II position to include more stringent physical fitness standards, recognized Firefighter training standards from an academy or equivalent training, and specific driver/operator training to include basic pump theory and hydraulics. There will also be some limited supervisor and incident command training as an expectation. These will be the minimum requirements to apply for this position, which will, in turn, continue a higher standard of performance and knowledge of the position. This job classification will also be utilized for any future full-time employment.

Currently, the Extra Help salary for this position is $20.00 per hour. Because of staffing agreements with CalFire, it was problematic to find comparable wages. Currently, the request is to set the Extra Help Fire Apparatus Engineer wage to $24.00 per hour.

BACKGROUND AND HISTORY OF BOARD ACTIONS

No actions by the board have been taken in regard to the Reserve Program since its start other than annual extension of Extra Help hours.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Continue to function within the current Reserve Program job descriptions and have continued turn over with limited benefits or motivation for current Reserve I positions to move into a Reserve II/Driver Operator role.

FINANCIAL IMPACT

No fiscal impacts as the budget has been approved and hours are managed within allotted budget.

ATTACHMENTS

1. **ReviewOfChanges**
2. **Fire Apparatus Engineer_Classification_Draft**

VOTE RESULT

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

Below is the current classificaiton and the proposed changes.

Current	Revised
RESERVE FIREFIGHTER II	**FIRE APPARATUS ENGINEER**
DEFINITION The Reserve Firefighter II extra help position is a part-time at-will class. Incumbents assist Mariposa County Fire primarily by safely driving and operating fire apparatus such as Type I, II, III, VI engines and Water Tenders under general supervision.	**DEFINITION** The Fire Apparatus Engineer supports Mariposa County Fire primarily by operating Class B or firefighter-restricted fire apparatus under general supervision. This role includes safely driving fire apparatus, performing maintenance on equipment, and assisting with fire suppression, rescue, and fire prevention tasks as needed.
DISTINGUISHING CHARACTERISTICS Reserve Firefighter II is a part-time and at-will class. In addition to safely driving and operating fire apparatus such as Type I, II, III, VI engines and Water Tenders the incumbent will make independent, sound decisions: deal with the public in difficult work situations with tact and courtesy; enforce pertinent fire codes, ordinances, laws, and regulations with impartiality and efficiency; meet objective deadlines within applicable standards Firefighters perform responsible rescue work and firefighting. The incumbent will have organizational skills and ability to learn various programs such as Service Center, Ladder Testing, Pump Testing, SCBA flow testing. The work requires an understanding of lifesaving and firefighting methods gained through a program of specialized training, and thorough experience. Duties may involve considerable physical exertion and potential risk to health and emergency readiness while wearing heavy protective equipment and Self-Contained Breathing Apparatus.	**DISTINGUISHING CHARACTERISTICS** The Fire Apparatus Engineer operates advanced firefighting equipment, demonstrates sound independent decision-making, and interacts with the public tactfully and professionally. The position requires knowledge of fire codes, ordinances, laws, and regulations. The incumbent must possess strong organizational skills and the ability to learn and manage various programs, applying specialized training and experience in lifesaving and firefighting methods. This role involves significant physical exertion and exposure to potential health risks while using heavy protective gear and Self-Contained Breathing Apparatus (SCBA) during emergency response.
SUPERVISION RECEIVED AND EXERCISED Receives direct supervision from higher-level positions within the Mariposa County Fire Department or Cal-Fire.	**SUPERVISION RECEIVED AND EXERCISED** The Fire Apparatus Engineer reports to a Fire Captain or higher-ranking officer and provides general supervision to firefighters in emergency and non-emergency activities. This position may assume the role of Incident Commander until relieved by a higher-ranking officer.

EXAMPLES OF DUTIES	**EXAMPLES OF ESSENTIAL FUNCTIONS**
• Safely drives and operates fire apparatus such as Type I, II, III, VI engines and Water Tenders. • Performs general maintenance and minor repair work to the assigned County Fire Stations including but not limited to painting, cleaning, repairing water lines, etc. • Maintains the grounds of the assigned County Fire Stations by sweeping, weed control, pruning, watering, trimming, mowing, fertilizing, and maintaining the irrigation systems. • Works with and assists Fire Prevention Inspectors with the general public to conduct fire safety presentations and provide information regarding fire prevention. • Assists in weed abatement, brush and combustible vegetation clearance inspections according to PRC 4291 and local ordinances. • Responds to emergency calls, fire alarms, and non-emergency calls to perform necessary firefighting work such as; operating radio and illumination generators; administers first aide; • Carries or drags charged or empty hose lines to fire scene, around obstacles, or up ladders; inspects charged hose lines and removes kinks, takes up slack and tightens leaking couplings; selects and operates appropriate class of fire extinguisher; hoist hose sections and other equipment; selects appropriate ladder; uses hose strap to secure ladder to building; ascends and descends aerial ladder; hoists or lowers tools and equipment from top; and climbs, works from, and descends ladders carrying people or equipment and using appropriate safety equipment or procedures. • Enters burning buildings to remove persons from danger or as a coordinated strategy/tactic to prevent further fire damage; performs salvage and overhaul tactics as directed; ventilates by breaching walls or roofs inside/outside and top of buildings to release heat and smoke; places salvage covers to prevent damage; overhauls and cleans up after a fire to prevent rekindling; checks fire scene for point of origin and source of ignition, and preserves evidence which may indicate arson or cause of fire. • Returns Company equipment to its proper place before leaving the emergency scene; participates in drills and training sessions; compiles and submits	Safely drives and operates operating Class B or Fire Fighter restricted apparatus fire apparatus such as engines and Water Tenders. Perform general maintenance and minor repair work for the assigned County fire stations, including but not limited to painting, cleaning, repairing water lines, etc. Maintain the grounds of the assigned County Fire Stations by sweeping, weed control, pruning, watering, trimming, mowing, fertilizing, and maintaining the irrigation systems. Work with and assists Fire Prevention Inspectors with the general public to conduct fire safety presentations and inspections and provide information regarding fire prevention. Respond to emergency calls, fire alarms, and non-emergency calls to perform necessary firefighting and medical responder work. Perform a variety of routine Firefighting skills and techniques, including safely operating tools and equipment that assist and/or are required to perform such tasks Work within immediately dangerous to life or health (IDLH) conditions such as enters burning buildings to remove persons from danger or as a coordinated strategy/tactic to prevent further fire damage; performs salvage and overhaul tactics as directed; ventilates by breaching walls or roofs inside/outside and top of buildings to release heat and smoke; places salvage covers to prevent damage; overhauls and cleans up after a fire to prevent rekindling; checks fire scene for point of origin and source of ignition, and preserves evidence which may indicate arson or cause of fire. Participate in drills and training sessions; compiles and submits information on equivalent runs, accidents, and fire inspections.

information on equivalent runs, accidents, and fire inspections. **ESSENTIAL QUALIFICATIONS** **Knowledge of:** • Building construction, fire chemistry, physics, and automotive mechanics. • Current local, state, and federal laws, rules and regulations pertaining to the safety and protection of people, property and grounds associated with the County, and its surrounding areas. • Fire prevention methods and procedures including those used in investigation and identification of fire initiation and crime. • Fire management and control procedures, and prevention techniques. • Disaster preparedness response strategies. • Principles of human behavior and behavior modification strategies and techniques for the purpose of identifying at risk people. • Emergency communication techniques including equipment and its use. • Use and care of fire safety measures and control tactics. • Safe driving principles and practices. • Safety policies and safe work practices applicable to the work being performed. • Local geography, County streets, public buildings, and businesses. • Principles and practices of sound business communication including proper English usage, grammar, spelling, and punctuation. • Record keeping and report preparations techniques to ensure department compliance. • Standard office practices and procedures, and the operations of standard office equipment.	**EMPLOYMENT STANDARDS** **Knowledge of:** Building construction, fire chemistry, physics, and automotive mechanics. Current local, state, and federal laws, rules, and regulations pertaining to the safety and protection of people, property, and grounds associated with the County and its surrounding areas. Fire prevention methods and procedures, including fire scene preservation for investigation and identification of cause and origin. Fire management and control procedures and prevention techniques. Disaster preparedness response strategies. Principles of human behavior and behavior modification strategies and techniques to identify at-risk people. Emergency communication techniques, including equipment and its use. Use and care of fire safety measures and control tactics. Safe driving principles and practices. Safety policies and safe work practices applicable to the work being performed. Local geography, County streets, state highways, public buildings, and businesses. Principles and practices of sound business communication, including proper English usage, grammar, spelling, and punctuation. Record keeping and report preparation techniques to

	ensure department compliance. Standard office practices and procedures and the operations of standard office equipment. Fire pump theory as it relates to fire apparatus. Pre-fire plan development for risk mitigation.
Skill to: Use sound judgment and make appropriate decisions in stressful situations and analyze and adapt to new situations quickly. • Make effective oral presentations to a variety of audiences with differing levels of knowledge regarding a variety of procedures. • Operate modern office equipment including computer equipment. • Operate a motor vehicle safely.	*(skill to follows ability to)*
Ability to: Promote good community relations and build community confidence in Mariposa County Fire Department and Cal-FIRE. • Communicate tactfully, respectfully, and effectively with Chief Officers, administrative stations, staff, and the public, both orally and in writing, in a manner consistent with the department's policing and customer service policies. • Represent the department effectively in dealings with other fire departments, community and business organizations, the media, and the public. • Effectively engage and support historically minoritized groups by addressing issues of equity and improving culturally responsive service-oriented practices. • Develop and maintain an inclusive work environment that fosters diversity, respect, and engagement. • Recognize signs of danger to people, property and grounds associated with the County, and its surrounding areas. • Act quickly and calmly in emergencies. • Recall names, faces, and details of occurrences.	**<u>Ability to:</u>** React calmly, make sound decisions, and show flexibility in emergency situations. Represent the department effectively in interactions with other agencies, the media, and the public. Promote equity and inclusion by fostering a culturally responsive, respectful service environment. Exercise sound judgment, adaptability, and creativity in response to changing situations and needs. Establish and maintain cooperative relationships with colleagues, community members, and other stakeholders. Interpret and apply departmental policies, procedures, laws, and codes accurately and consistently. Manage multiple tasks with efficiency, maintains detailed records, and prepare reports that ensure departmental compliance.

• Gather, assemble, evaluate, and analyze facts and evidence. • Interpret, apply, and explain the policies, procedures, laws, codes, and regulations pertaining to assigned programs and functions. • Meet all pre-employment as well as ongoing requirements pursuant to federal, state, and local legislation. • Exercise good judgment, flexibility, creativity, and sensitivity in response to changing situations and needs. • Communicate clearly and concisely, both orally and in writing. • Establish, maintain, and foster positive and harmonious working relationships with those contacted in the course of work. • Effectively communicate with individuals for whom English is not a primary language. • Use tact and diplomacy in dealing with sensitive and complex issues, situations and concerned people. Operate a computer and use standard business software.	Meet department fitness standards, perform strenuous activities in emergencies, and maintain composure under high-stress conditions. **<u>Skill to:</u>** Build trust and confidence in the Fire Department and CAL FIRE through positive interactions and public engagement. Communicate respectfully and effectively with Chief Officers, staff, and the public; able to adapt messages for audiences with different levels of knowledge. Make clear and effective oral presentations to diverse audiences. Calculate fire pump applications accurately, operating firefighting tools, and using standard business software. Gather, evaluate, and interpret information to apply relevant policies, laws, and codes effectively. Demonstrate tact, diplomacy, and respect when dealing with sensitive issues and people in challenging situations.

Education and Experience:

Any combination equivalent to experience and training that would provide the required knowledge, skills, and abilities would be qualifying. A typical way to obtain the knowledge, skills, and abilities would be:

High School diploma or GED

Completion of Fire Apparatus Driver/Operator 1A and Fire Apparatus Driver/Operator 1B Pumping Apparatus Operations or Basic Pumping Operations

Two (2) years of firefighter experience.

Licenses, Certificates and Special Conditions:

- Possession of, or ability to obtain, a valid California driver's license and the ability to maintain insurability under the County's vehicle insurance program.
- Ability to successfully complete a physical agility exam per established Mariposa County Standards or possession of a valid California Physical Ability Test (CPAT) or North County Regional Physical Abilities Test (NCRPAT) card of completion issued during the previous 12-month period prior to completion of recruitment process (candidates must provide copy of CPAT/NCRPAT card of completion at time of selection interview).
- As a condition of employment, all prospective employees shall be required to be fingerprinted (Live Scan)

Obtain and maintain title 22-compliant Public Safety-First Aid and CPR certification. EMT license is highly desirable.

MINIMUM QUALIFICATIONS

Education and Experience:

Any combination equivalent to experience and training that would provide the required knowledge, skills, and abilities would be qualifying. A typical way to obtain the knowledge, skills, and abilities would be:

High School Diploma or GED.

Certification in Fire Apparatus Driver/Operator 1A and 1B Pumping Apparatus Operations through the State Fire Marshal.

Valid Class B or firefighter-restricted apparatus driver's license with eligibility for the County's vehicle insurance program.

Successful completion of Physical Agility Test [California Physical Ability Test (CPAT) or North County Regional Physical Abilities Test (NCRPAT)] or successful completion of the Mariposa County physical agility exam. *(Candidates must provide a copy of current CPAT/NCRPAT card of completion at the time of selection interview).*

Certification in Title 22-compliant Public Safety First Aid and CPR or higher.

Preferred:

Completion of a Firefighter I Academy (SFT IFSAAC/Proboard Firefighter I, CAL FIRE FF1A, FF1B, FF1C or equivalent).

Two (2) years of firefighter experience.

Additional Requirements:

As a condition of employment, all prospective employees shall be required to be fingerprinted (Live Scan).

Physical and Psychological Demands

The physical and psychological demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical Demands:

While performing the duties of this job, the employee must maintain department physical fitness and weight requirements necessary to perform the job functions with or without accommodation, such as physical endurance, extraordinarily strenuous activities in emergencies and under adverse environmental conditions, the ability to walk, run, and to operate motor vehicles and equipment. The employee must be able to lift, carry, or drag up to 100 pounds and occasionally up to 165 pounds. Specific vision required for this job include 20/70 uncorrected, correctable to 20/30 and normal color vision. Hearing must be within normal range.

Psychological Demands:

While performing the duties of this class, employees are regularly required to use written and oral communication skills; read and interpret data, information and documents; analyze and solve problems; observe and interpret situations; learn and apply new information or skills; perform highly detailed work; work on multiple, concurrent tasks; work with frequent interruptions; work under deadlines; and interact with County managers, staff, the public and others encountered in the course of work.

TYPICAL PHYSICAL AND PSYCHOLOGICAL REQUIREMENTS

While performing the duties of this job, the employee must maintain department physical fitness and weight requirements necessary to perform the job functions with or without accommodation, such as physical endurance, extraordinarily strenuous activities in emergencies and under adverse environmental conditions, the ability to walk, run, and to operate motor vehicles and equipment. The employee must be able to lift, carry, or drag up to 100 pounds and occasionally up to 200 pounds.

While performing the duties of this class, employees are regularly required to use written and oral communication skills; read and interpret data, information, and documents; analyze and solve problems; observe and interpret situations; learn and apply new information or skills; perform highly detailed work; work on multiple, concurrent tasks; work with frequent interruptions; work under deadlines; and interact with County managers, staff, the public and others encountered in the course of work.

Work Environment: The work environment characteristics described here are representative of those an employee encounters while performing the essential duties of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Employees work primarily in an outdoor environment with exposure to noise and outside weather conditions, extreme heat, biological hazards, and disease/infestations. Work involves potentially dangerous situations and exposure to disturbing or traumatic events. Work involves situations that may require the supervision or control of persons who may become physically violent or combative. The employee may be required to travel to locations other than the assigned work site, including working in isolated areas, and to adjust to work long or extended hours. **This job description lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.**	**TYPICAL WORKING CONDITIONS** The work environment characteristics described here represent those an employee encounters while performing the essential duties of this class. Employees work primarily outdoors, exposed to noise and outside weather conditions, extreme heat, biological hazards, and disease/infestations. Work involves potentially dangerous situations and exposure to disturbing or traumatic events. Work involves situations that may require the supervision or control of persons who may become physically violent or combative. The employee may be required to travel to locations other than the assigned work site, including working in isolated areas, and adjust to extended hours. **This job description lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.**

FIRE APPARATUS ENGINEER

DEFINITION

The Fire Apparatus Engineer supports Mariposa County Fire primarily by operating Class B or firefighter-restricted fire apparatus under general supervision. This role includes safely driving fire apparatus, performing maintenance on equipment, and assisting with fire suppression, rescue, and fire prevention tasks as needed.

DISTINGUISHING CHARACTERISTICS

The Fire Apparatus Engineer operates advanced firefighting equipment, demonstrates sound independent decision-making, and interacts with the public tactfully and professionally. The position requires knowledge of fire codes, ordinances, laws, and regulations. The incumbent must possess strong organizational skills and the ability to learn and manage various programs, applying specialized training and experience in lifesaving and firefighting methods. This role involves significant physical exertion and exposure to potential health risks while using heavy protective gear and Self-Contained Breathing Apparatus (SCBA) during emergency response.

SUPERVISION RECEIVED AND EXERCISED

The Fire Apparatus Engineer reports to a Fire Captain or higher-ranking officer and provides general supervision to firefighters in emergency and non-emergency activities. This position may assume the role of Incident Commander until relieved by a higher-ranking officer.

EXAMPLES OF ESSENTIAL FUNCTIONS

Safely drives and operates operating Class B or Fire Fighter restricted apparatus fire apparatus such as engines and Water Tenders.

Perform general maintenance and minor repair work for the assigned County fire stations, including but not limited to painting, cleaning, repairing water lines, etc.

Maintain the grounds of the assigned County Fire Stations by sweeping, weed control, pruning, watering, trimming, mowing, fertilizing, and maintaining the irrigation systems.

Work with and assists Fire Prevention Inspectors with the general public to conduct fire safety presentations and inspections and provide information regarding fire prevention.

Respond to emergency calls, fire alarms, and non-emergency calls to perform necessary firefighting and medical responder work.

Perform a variety of routine Firefighting skills and techniques, including safely operating tools and equipment that assist and/or are required to perform such tasks

Work within immediately dangerous to life or health (IDLH) conditions such as enters burning buildings to remove persons from danger or as a coordinated strategy/tactic to prevent further fire damage; performs salvage and overhaul tactics as directed; ventilates by breaching walls or roofs inside/outside and top of buildings to release heat and smoke; places salvage covers to prevent damage; overhauls and cleans up after a fire to prevent rekindling; checks fire scene for

point of origin and source of ignition, and preserves evidence which may indicate arson or cause of fire.

Participate in drills and training sessions; compiles and submits information on equivalent runs, accidents, and fire inspections.

EMPLOYMENT STANDARDS

Knowledge of:

Building construction, fire chemistry, physics, and automotive mechanics.

Current local, state, and federal laws, rules, and regulations pertaining to the safety and protection of people, property, and grounds associated with the County and its surrounding areas.

Fire prevention methods and procedures, including fire scene preservation for investigation and identification of cause and origin.

Fire management and control procedures and prevention techniques.

Disaster preparedness response strategies.

Principles of human behavior and behavior modification strategies and techniques to identify at-risk people.

Emergency communication techniques, including equipment and its use.

Use and care of fire safety measures and control tactics.

Safe driving principles and practices.

Safety policies and safe work practices applicable to the work being performed.

Local geography, County streets, state highways, public buildings, and businesses.

Principles and practices of sound business communication, including proper English usage, grammar, spelling, and punctuation.

Record keeping and report preparation techniques to ensure department compliance.

Standard office practices and procedures and the operations of standard office equipment.

Fire pump theory as it relates to fire apparatus.

Pre-fire plan development for risk mitigation.

Ability to:

React calmly, make sound decisions, and show flexibility in emergency situations.

Represent the department effectively in interactions with other agencies, the media, and the public.

Promote equity and inclusion by fostering a culturally responsive, respectful service environment.

Exercise sound judgment, adaptability, and creativity in response to changing situations and needs.

Establish and maintain cooperative relationships with colleagues, community members, and other stakeholders.

Interpret and apply departmental policies, procedures, laws, and codes accurately and consistently.

Manage multiple tasks with efficiency, maintains detailed records, and prepare reports that ensure departmental compliance.

Meet department fitness standards, perform strenuous activities in emergencies, and maintain composure under high-stress conditions.

Skill to:

Build trust and confidence in the Fire Department and CAL FIRE through positive interactions and public engagement.

Communicate respectfully and effectively with Chief Officers, staff, and the public; able to adapt messages for audiences with different levels of knowledge.

Make clear and effective oral presentations to diverse audiences.

Calculate fire pump applications accurately, operating firefighting tools, and using standard business software.

Gather, evaluate, and interpret information to apply relevant policies, laws, and codes effectively.

Demonstrate tact, diplomacy, and respect when dealing with sensitive issues and people in challenging situations.

MINIMUM QUALIFICATIONS

Education and Experience:
Any combination equivalent to experience and training that would provide the required knowledge, skills, and abilities would be qualifying. A typical way to obtain the knowledge, skills, and abilities would be:

High School Diploma or GED.

Certification in Fire Apparatus Driver/Operator 1A and 1B Pumping Apparatus Operations through the State Fire Marshal.

Valid Class B or firefighter-restricted apparatus driver's license with eligibility for the County's vehicle insurance program.

Successful completion of Physical Agility Test [California Physical Ability Test (CPAT) or North County Regional Physical Abilities Test (NCRPAT)] or successful completion of the Mariposa County physical agility exam. *(Candidates must provide a copy of current CPAT/NCRPAT card of completion at the time of selection interview).*

Certification in Title 22-compliant Public Safety First Aid and CPR or higher.

Preferred:

Completion of a Firefighter I Academy (SFT IFSAAC/Proboard Firefighter I, CAL FIRE FF1A, FF1B, FF1C or equivalent).

Two (2) years of firefighter experience.

Additional Requirements:
As a condition of employment, all prospective employees shall be required to be fingerprinted (Live Scan).

TYPICAL PHYSICAL AND PSYCHOLOGICAL REQUIREMENTS

While performing the duties of this job, the employee must maintain department physical fitness and weight requirements necessary to perform the job functions with or without accommodation, such as physical endurance, extraordinarily strenuous activities in emergencies and under adverse environmental conditions, the ability to walk, run, and to operate motor vehicles and equipment. The employee must be able to lift, carry, or drag up to 100 pounds and occasionally up to 200 pounds.

While performing the duties of this class, employees are regularly required to use written and oral communication skills; read and interpret data, information, and documents; analyze and solve problems; observe and interpret situations; learn and apply new information or skills; perform highly detailed work; work on multiple, concurrent tasks; work with frequent interruptions; work under deadlines; and interact with County managers, staff, the public and others encountered in the course of work.

TYPICAL WORKING CONDITIONS

The work environment characteristics described here represent those an employee encounters while performing the essential duties of this class. Employees work primarily outdoors, exposed to noise and outside weather conditions, extreme heat, biological hazards, and disease/infestations. Work involves potentially dangerous situations and exposure to disturbing or traumatic events. Work involves situations that may require the supervision or control of persons who may become physically violent or combative. The employee may be required to travel to locations other than the assigned work site, including working in isolated areas, and adjust to extended hours.

This job description lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-535

MEETING:	December 3, 2024
TO:	The Board of Supervisors
FROM:	Joe Lynch, County Administrative Officer
RE:	Approve the Proposed Revisions to the Staff Development Coordinator - Health Services Division (HSD) Classification, Now Titled Staff Development Coordinator, for Health and Human Services Agency, Effective Immediately

RECOMMENDATION AND JUSTIFICATION

Approve the Proposed Revisions to the Staff Development Coordinator - Health Services Division (HSD) Classification, Now Titled Staff Development Coordinator, for Health and Human Services Agency, Effective Immediately.

This agenda seeks to update and revise the existing classification of Staff Development Coordinator - HSD coordinator. The first revision is to remove the - *HSD* from the title, which will now be labeled *Staff Development Coordinator*.

Due to the consolation of various County departments, the Human Services Department become part of Mariposa's Health and Human Services Agency. Other changes include updating the specified supervision and adding "equivalency language," which expands the possible number of qualified applicants. Lastly, the clarification in the substitution section was added to explain that 30 units of college-level coursework is equal to one (1) year of education. Please see the attached document for all changes.

In summary, all the changes above are necessary to properly communicate the classification requirements while assuring individuals who meet the minimum qualifications are not summarily rejected.

BACKGROUND AND HISTORY OF BOARD ACTIONS

This classification underwent a revision in August 2015 (B/S 15-398) and received an equity salary adjustment after the 2019 compensation salary survey.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve; Modify and/or revise based on the Supervisor's direction.

FINANCIAL IMPACT

None; this position allocation is included in the FY 24/25 budget.

ATTACHMENTS

1. **Staff Development Coordinator_Draft**
2. **Staff_Development _Coordinator_Draft_WithMarkup**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
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

STAFF DEVELOPMENT COORDINATOR ~~- HSD~~

DEFINITION

Under general supervision, plans, designs, organizes, and coordinates employee training; performs related duties and responsibilities as required.

This position within the ~~Human Services Department~~ Health & Human Services Agency serves as the direct coordinator on training matters. The incumbent consults with departmental supervisors and managers to determine their training needs. Employees in this classification receive general supervision and works independently within established guidelines.

SUPERVISION RECEIVED AND EXERCISED

~~R~~May r~~e~~ceive~~s~~ direction from and ~~is~~ be supervised by a~~the~~ Senior Administrative Analyst, the Deputy Director of Administrative Services ~~and,~~ and/or the ~~Human Services Director.~~Division Director of Administrative Services.

EXAMPLES OF ESSENTIAL FUNCTIONS

Conducts assessments to determine training and development needs.

Identifies, develops, and coordinates resources for training and staff development including workshops, college coursework, training programs, and on-the-job training sessions.

Consults with administrative and supervisory staff in coordinating in-County and out-of-County training programs and identifying training needs.

Consults with administrative and supervisory staff to evaluate the effectiveness of training programs.

Develops the annual training plan to be submitted to the State; prepares other County, State, and federal plans as required.

Coordinates training schedules throughout department including, but not limited to scheduling, tracking attendance, maintaining training calendar, and preparing and disseminating announcements.

Assists in development and monitoring of contracts for training services.

Conducts orientation training to acquaint new employees with departmental organization and procedures.

Prepares audio-visual aids, training courses, manuals, curriculum, and other staff development materials.

Prepares reports and maintain files on training programs and activities.

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Keeps informed of training trends, literature, methods and materials. Prepares required reports and correspondence in a timely manner.

Performs general administrative work as required, including but not limited to preparing reports and correspondence, attending meetings, copying and filing documents, sending and receiving faxes, entering and retrieving computer data, etc.

Performs other related duties as assigned.

EMPLOYMENT STANDARDS

Knowledge of:

Principles and practices of staff training and development.

Variety of training programs for staff development.

Effective communication, facilitation methods, training resources, and visual aids used for training programs and presentations.

Report and business letter preparation techniques.

Modern office practices and technology, including the use of computers for data processing and records management.

English usage, spelling, grammar and punctuation.

Safe work practices.

Ability to:

Plan, coordinate, and implement training programs.

Research, read, and interpret complex documents.

Develop and use audio-visual aids and other instructional materials.

Organize work, set priorities, meet deadlines, and follow-up on assignments.

Define problems, collect and organize information, analyze alternatives, and select an effective course of action.

Use computers effectively for word and data processing and records management.

Use initiative and sound, independent judgment within established guidelines.

Establish and maintain effective working relationships with all levels of departmental staff and

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others contacted in the course of work.

Communicate clearly and concisely, both orally and in writing.

TYPICAL WORKING CONDITIONS

Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions within the working conditions. Work is performed in a normal office environment.

TYPICAL PHYSICAL REQUIREMENTS

Reasonable accommodation may be made to enable individuals with disabilities to perform essential functions. ~~*Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions within the working conditions.*~~ Requires the mobility to work in an office environment. Requires the ability to sit at a desk for long periods of time and intermittingly walk, stand, kneel, crouch and reach while performing office duties; use hands to finger, handle or feel objects, tools and controls; lift and/or move objects and materials of up to 25 pounds in weight. Must be able to maintain effective audiovisual discrimination and perception needed for making observations, communicating with others, reading and writing and operating office equipment. Must be able to use a telephone to communicate verbally and a keyboard to communicate through written means, to review information and enter/retrieve data, to see and read characteristics on a computer screen.

MINIMUM QUALIFICATIONS

Any combination of experience and education that would provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Experience:

Four years of progressively responsible experience in performing a variety of administrative and office support work in a social services agency, non-profit organization, school system, or other comparable setting; or two years' experience in employee training development or career development in any field or organization.

Education:

High school diploma or GED equivalent. Completion of at least 30 units of college-level coursework in business or public administration or closely related field.

Substitution:

Additional qualifying experience may be substituted for the 30 units of college level coursework, which is equivalent to one (1) year of education.

Additional Requirements:

Possession of a valid California driver's license. Under certain circumstances, Human Resources may accept a valid driver's license from another State if the applicant acknowledges his/her intent to acquire a California driver's license within three months by signing an acknowledgment form. *Reasonable accommodations may be made to enable individuals with*

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disabilities to perform essential functions pertaining to this or other essential functions of this classification.

~~Possession of a valid California driver's license. Under certain circumstances, the Human Resources Director may accept a valid driver's license from another State if applicant acknowledges his/her intent to acquire a California driver's license within three months by signing an acknowledgement form. *(Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions pertaining to this or other essential functions of this classification.)*~~

This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.

Creation Date: 06/11 (B/S 11-313) Revision Date: 08/15 (B/S 15-398); 11/24 (B/S)

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County of Mariposa

STAFF DEVELOPMENT COORDINATOR

DEFINITION

Under general supervision, plans, designs, organizes, and coordinates employee training; performs related duties and responsibilities as required.

This position within the Health & Human Services Agency serves as the direct coordinator on training matters. The incumbent consults with departmental supervisors and managers to determine their training needs. Employees in this classification receive general supervision and works independently within established guidelines.

SUPERVISION RECEIVED AND EXERCISED

May receive direction from and be supervised by a Senior Administrative Analyst, the Deputy Director of Administrative Services, and/or the Division Director of Administrative Services.

EXAMPLES OF ESSENTIAL FUNCTIONS

Conducts assessments to determine training and development needs.

Identifies, develops, and coordinates resources for training and staff development including workshops, college coursework, training programs, and on-the-job training sessions.

Consults with administrative and supervisory staff in coordinating in-County and out-of-County training programs and identifying training needs.

Consults with administrative and supervisory staff to evaluate the effectiveness of training programs.

Develops the annual training plan to be submitted to the State; prepares other County, State, and federal plans as required.

Coordinates training schedules throughout department including, but not limited to scheduling, tracking attendance, maintaining training calendar, and preparing and disseminating announcements.

Assists in development and monitoring of contracts for training services.

Conducts orientation training to acquaint new employees with departmental organization and procedures.

Prepares audio-visual aids, training courses, manuals, curriculum, and other staff development materials.

Prepares reports and maintain files on training programs and activities.

Keeps informed of training trends, literature, methods and materials. Prepares required reports and correspondence in a timely manner.

Performs general administrative work as required, including but not limited to preparing reports and correspondence, attending meetings, copying and filing documents, sending and receiving faxes, entering and retrieving computer data, etc.

Performs other related duties as assigned.

EMPLOYMENT STANDARDS

Knowledge of:

Principles and practices of staff training and development.

Variety of training programs for staff development.

Effective communication, facilitation methods, training resources, and visual aids used for training programs and presentations.

Report and business letter preparation techniques.

Modern office practices and technology, including the use of computers for data processing and records management.

English usage, spelling, grammar and punctuation.

Safe work practices.

Ability to:

Plan, coordinate, and implement training programs.

Research, read, and interpret complex documents.

Develop and use audio-visual aids and other instructional materials.

Organize work, set priorities, meet deadlines, and follow-up on assignments.

Define problems, collect and organize information, analyze alternatives, and select an effective course of action.

Use computers effectively for word and data processing and records management.

Use initiative and sound, independent judgment within established guidelines.

Establish and maintain effective working relationships with all levels of departmental staff and others contacted in the course of work.

Communicate clearly and concisely, both orally and in writing.

TYPICAL WORKING CONDITIONS

Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions within the working conditions. Work is performed in a normal office environment.

TYPICAL PHYSICAL REQUIREMENTS

Reasonable accommodation may be made to enable individuals with disabilities to perform essential functions. Requires the mobility to work in an office environment. Requires the ability to sit at a desk for long periods of time and intermittingly walk, stand, kneel, crouch and reach while performing office duties; use hands to finger, handle or feel objects, tools and controls; lift and/or move objects and materials of up to 25 pounds in weight. Must be able to maintain effective audiovisual discrimination and perception needed for making observations, communicating with others, reading and writing and operating office equipment. Must be able to use a telephone to communicate verbally and a keyboard to communicate through written means, to review information and enter/retrieve data, to see and read characteristics on a computer screen.

MINIMUM QUALIFICATIONS

Any combination of experience and education that would provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Experience:

Four years of progressively responsible experience in performing a variety of administrative and office support work in a social services agency, non-profit organization, school system, or other comparable setting; or two years' experience in employee training development or career development in any field or organization.

Education:

High school diploma or GED equivalent. Completion of at least 30 units of college-level coursework in business or public administration or closely related field.

Substitution:

Additional qualifying experience may be substituted for the 30 units of college level coursework, which is equivalent to one (1) year of education.

Additional Requirements:

Possession of a valid California driver's license. Under certain circumstances, Human Resources may accept a valid driver's license from another State if the applicant acknowledges his/her intent to acquire a California driver's license within three months by signing an acknowledgment form. *Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions pertaining to this or other essential functions of this classification.*

This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.

Creation Date: 06/11 (B/S 11-313) Revision Date: 08/15 (B/S 15-398); 11/24 (B/S)

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-536

MEETING: December 3, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve the Proposed Revisions of the Recreation Supervisor Classification in Public Works, Effective Immediately

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RECOMMENDATION AND JUSTIFICATION

Approve the Proposed Revisions of the Recreation Supervisor Classification in Public Works, Effective Immediately.

This agenda seeks to update and revise the existing classification of the Recreation Supervisor to more accurately communicate the position's requirements and characteristics. These revisions include updating the listed supervisor(s), adding a TB test requirement, allowing 12 months to become a certified Swim Instructor, and providing a more detailed explanation of the Lifeguard Instructor requirement.

Previously, the requirement to possess or be able to become a lifeguard instructor was included, yet the specifics were lacking. This new revision explains why the candidate may need to become a lifeguard instructor within 17 months if other employees do not possess the instructional ability. Other changes include updating the specified supervision and adding "equivalency language," which expands the possible number of qualified applicants.

In summary, all the changes above are necessary to properly communicate the classification requirements while assuring individuals who meet the minimum qualifications are not summarily rejected. *(The files included are the proposed classifications with and without markup.)*

BACKGROUND AND HISTORY OF BOARD ACTIONS

This classification was created on 10/15 (B/S Res. 15-478) and underwent revisions on 06/19 (B/S Res. 19-343).

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve; modify and/or revise based on the Supervisor's direction.

FINANCIAL IMPACT

None. The position is included in the FY 24/25 budget.

ATTACHMENTS

1. **Recreation SupervisorDraft_WithMarkup**
2. **Recreation SupervisorDraft**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
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

RECREATION SUPERVISOR

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DEFINITION

To plan, organize, and administer the Parks and Recreation activities in the Parks and Recreation Division~~Facilities Division;~~ to schedule, supervise ~~and direct staff, manage~~, and direct staff; manage the use of County-wide recreational facilities; to provide responsible management and administrative support for the Parks and Recreation Office.

SUPERVISION RECEIVED AND EXERCISED

Receives direction ~~from the~~ from the Parks and Recreation Manager ~~Facilities and Recreation Services Manager and~~and the Director of Public Works and Transportation. ~~n.~~

Exercises supervision over assigned staff, including Recreation Aides and Leaders, Lifeguards, and seasonal workers.

EXAMPLES OF ESSENTIAL FUNCTIONS

Plans, organizes, schedules, and directs County recreation programs, activities ~~and events in the areas of aquatics, competitive sports arts, crafts, and others~~, and events in aquatics, competitive sports, arts and crafts, and other related areas.

Selects, trains, supervises, motivates, counsels, and evaluates ~~the performance of assigned staff; recommends disciplinary actions as appropriate~~assigned staff performance; recommends appropriate disciplinary actions.

Assists in evaluating programming through review of participant evaluations and public comment.

Provides professional assistance to members of County departments and committees on recreational programs and related matters; assists with coordinating division activities and services with other departments, agencies, and organizations as appropriate.

Schedules and coordinates the use and maintenance of recreational facilities with County, Departments, outside organizations ~~and,~~ agencies, and individuals.

Promotes division programs, activities ~~and events to~~, and events for the public, including preparing publicity materials for public distribution.

Plans and implements fundraising events and assists with preparing grant applications and proposals for program/project funding.

Interprets and enforces division rules, regulations, policies ~~and procedures associated with recreational programs, activities, events, staff~~, and procedures associated with recreational programs, activities, events, staff, and facilities.

Assistss with preparing and administering contracts for goods and services in assigned areas of responsibility.

Assistss with ~~the preparation of~~preparing the division budget; tracks expenditures~~, collects, records~~; collects, records, and deposits various fees; prepares and posts monthly billings; prepares financial statements and reports as required.

Establishes and maintains accurate and complete division records; prepares and submits reports as required.

Represents the division in various County and community meetings as required.

Receives and responds to inquiries, concerns ~~and complaints regarding division programs, activities~~, and complaints regarding division programs, activities, and personnel.

Takess appropriate steps to help ensure ~~safety of all citizens that~~the safety of all citizens who use County recreational facilities and properties, attend special events,~~,~~ and ~~take part in any activity offered by the division~~participate in any activity the division offers.

Monitors grounds and facilities for safety, hazard conditions, and routine maintenance ~~needs~~; coordinates facility maintenance needs with outside vendors and contractors.

~~May~~ Aadministers CPR or ~~provide~~ assists program participants and staff with first aid ~~first aid assistance to program participants and staff~~ as necessary.

Assists in managing the County cemeteries, performing such duties as assisting families in completing various required forms~~; assigning and coordinating the preparation of burial plots; coordinating the use of chapels for services; interpreting policies and procedures;~~, assigning and coordinating the preparation of burial plots, coordinating the use of chapels for services, interpreting policies and procedures, and maintaining related records.

Performs related work as assigned.

EMPLOYMENT STANDARDS

Knowledge of:

Pertinent federal, state ~~and local laws, regulations, codes~~, and local laws, regulations, codes, and ordinances.

Methods of planning, implementing, and evaluating recreational programs.

Competitive sports programming for all ages.

Basic principles of supervision and training.

Budget preparation and financial record-keeping practices.

Routine building and grounds maintenance practices.

Modernm office practices and technology, including the use ofusing computers for data and word processing. English usage, spelling, grammar and punctuation.

Basic business arithmetic.

Safe work practices.

Ability to:

Understand, interpret and apply pertinent federal, state, and apply pertinent federal, state, and local laws, rules, regulations, codes, and ordinances.

Plan, organize and direct a variety of office and recreation activities.

Understand and carry out oral and written instructions with minimal supervision.

Provide effective staff training and supervision as assigned.

Effectively coordinate and schedule resources and staff to perform activities and projects within time limits.

Analyze problems, identify alternative solutions, determine consequences of proposed actions, and implement recommendations in support ofsupporting goals.

Prepare basic budgets and effectively administer financial transactions.

Plan, organize, and implement recreational activities and programs which meet the needs of the community servedthat meet the community's needs.

Exercise sound, independent judgment within general policy guidelines.

Compile, analyze, and summarize information related to recreational programs and activities.

Maintain a positive public image of the division programs and services through contact with the media and general public.

Communicate clearly and concisely, both orally and in writing.

Interpret division projects and programs to the public.

Represent the division effectively in meetings with others and ~~make presentations~~present to various groups.

Establish and maintain effective working relationships with those contacted ~~in the course of~~during work.

Effectively use computers for word processing and records management.

~~Type A~~accurately type at a rate required for successful job performance.

Maintain accurate records and prepare clear and concise reports and correspondence.

Perform mathematical computations with accuracy.

TYPICAL WORKING CONDITIONS

Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions within the working conditions. Work is performed in an office and field environment. Incumbent travels to various work sites throughout the County, which requires exposure to traffic and construction hazards, machinery hazards, herbicides/pesticides, adverse weather conditions, temperature and noise extremes, wetness, humidity, heights, fumes, ~~dusts~~dust, odors, solvents, grease/oil, toxic or caustic chemicals. ~~Worker~~ Workers may need to work past ~~normal~~ regular office hours for meetings and other events.

TYPICAL PHYSICAL REQUIREMENTS

Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions. Requires the mobility to work in an office and field environment. Requires the ability to sit at a desk for long ~~periods of time~~periods and intermittently walk, stand, climb, balance, stoop, kneel, crouch, crawl, and reach while performing office duties and/or ~~field work~~fieldwork; lift and/or move up to 50 pounds occasionally; use hands to finger, handle, feel or operate objects, tools, and controls. ~~Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading and writing, and operating office and field equipment.~~ Must be able to use a telephone to communicate verbally and a keyboard to communicate through written means, ~~to review information and enter/retrieve data, to~~review information, enter/retrieve data, and see and read characters on a computer screen.

Infrequently respond to field emergencies; perform or assist with pool rescues; stand, bend, squat, climb, kneel, balance, twist, and reach when assisting patrons; provide compressive focused force to perform chest compressions.~~Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading and writing, and operating office and field equipment. Must be able to use a telephone to communicate verbally and a keyboard to communicate through written means, to review information and enter/retrieve data, to see and read characters on a computer screen.~~

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MINIMUM QUALIFICATIONS

Experience:

Any combination of training, education, and experience that would provide the required knowledge, skills, and abilities. A typical way to gain the required knowledge, skills, and abilities:

Two (2) years of increasingly responsible recreation programming and administration experience.

Education:

High school or GED equivalency is required.

Substitution:

Graduation from an accredited two-year college with an Associate's degree

Additional Requirements:

Possession of a valid California driver's license. Under certain circumstances, the Human Resources Director may accept a valid driver's license from another State if ~~applicant acknowledges his/her intent to acquire a California driver's license within three months by signing an acknowledgement~~the applicant acknowledges his/her intent to acquire a California driver's license within three months by signing an acknowledgment form.

~~Possession of or the ability to obtain a valid Lifeguard certificate within one year of employment.~~

~~Possession of or the ability to obtain a valid Water Safety Instructor certificate within one year of employment.~~

Possession of a valid CPR/AED and First Aid training certificate equivalent to current American Heart Association (AHA) or American Red Cross (ARC) standards and remain certified while employed.

Ability to pass the California Department of Justice fingerprinting clearance.

Upon hire, individuals with a verified negative (-) Tuberculosis (TB) result within 180 days will not be required to obtain a new test. Those without a verified negative TB test result within 180 days will be required to obtain a test within 30 days of hire. Thereafter, Employees must be tested every two (2) years.

Possession of or the ability to obtain a valid:

1. Lifeguard certificate within one (1) year of employment and remain certified while employed.

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2. Swim Instructor certificate within one (1) year of employment and remain certified while employed.
3. ~~Possession of or the ability to obtain an~~ American Red Cross Lifeguard Training Instructor certificate within 1~~7~~8 months of employment and remain certified while employed. *(This requirement may be waived if another division employee is adequately trained and certified to administer the training.)*

(The requirement(s) above will be specified at the time of hire as applicable.) :

~~Ability to pass the California Department of Justice fingerprinting clearance.~~

~~Current TB test.~~

This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.

Creation Date: 10/15 (B/S Res. 15-478)
Revision Date: 06/19 (B/S Res. 19-343)

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RECREATION SUPERVISOR

DEFINITION

To plan, organize, and administer the Parks and Recreation activities in the Parks and Recreation Division to schedule, supervise, and direct staff; manage the use of County-wide recreational facilities; to provide responsible management and administrative support for the Parks and Recreation Office.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Parks and Recreation Manager and the Director of Public Works and Transportation. Exercises supervision over assigned staff, including Recreation Aides and Leaders, Lifeguards, and seasonal workers.

EXAMPLES OF ESSENTIAL FUNCTIONS

Plans, organizes, schedules, and directs County recreation programs, activities, and events in aquatics, competitive sports, arts and crafts, and other related areas.

Selects, trains, supervises, motivates, counsels, and evaluates assigned staff performance; recommends appropriate disciplinary actions.

Assists in evaluating programming through review of participant evaluations and public comment.

Provides professional assistance to members of County departments and committees on recreational programs and related matters; assists with coordinating division activities and services with other departments, agencies, and organizations as appropriate.

Schedules and coordinates the use and maintenance of recreational facilities with County, Departments, outside organizations, agencies, and individuals.

Promotes division programs, activities, and events for the public, including preparing publicity materials for public distribution.

Plans and implements fundraising events and assists with preparing grant applications and proposals for program/project funding.

Interprets and enforces division rules, regulations, policies, and procedures associated with recreational programs, activities, events, staff, and facilities.

Assists with preparing and administering contracts for goods and services in assigned areas of responsibility.

Assists with preparing the division budget; tracks expenditures; collects, records, and deposits various fees; prepares and posts monthly billings; prepares financial statements and reports as required.
Establishes and maintains accurate and complete division records; prepares and submits reports as required.

Represents the division in various County and community meetings as required.

Receives and responds to inquiries, concerns, and complaints regarding division programs, activities, and personnel.

Takes appropriate steps to help ensure the safety of all citizens who use County recreational facilities and properties, attend special events, and participate in any activity the division offers.

Monitors grounds and facilities for safety, hazard conditions, and routine maintenance; coordinates facility maintenance needs with outside vendors and contractors.

Administers CPR or assists program participants and staff with first aid as necessary.

Assists in managing the County cemeteries, performing such duties as assisting families in completing various required forms, assigning and coordinating the preparation of burial plots, coordinating the use of chapels for services, interpreting policies and procedures, and maintaining related records.

Performs related work as assigned.

EMPLOYMENT STANDARDS

Knowledge of:

Pertinent federal, state, and local laws, regulations, codes, and ordinances.

Methods of planning, implementing, and evaluating recreational programs.

Competitive sports programming for all ages.

Basic principles of supervision and training.

Budget preparation and financial record-keeping practices.

Routine building and grounds maintenance practices.

Modern office practices and technology, including using computers for data and word processing. English usage, spelling, grammar and punctuation.

Basic business arithmetic.

Safe work practices.

Ability to:
Understand, interpret, and apply pertinent federal, state, and local laws, rules, regulations, codes, and ordinances.

Plan, organize and direct a variety of office and recreation activities.

Understand and carry out oral and written instructions with minimal supervision.

Provide effective staff training and supervision as assigned.

Effectively coordinate and schedule resources and staff to perform activities and projects within time limits.

Analyze problems, identify alternative solutions, determine consequences of proposed actions, and implement recommendations supporting goals.

Prepare basic budgets and effectively administer financial transactions.

Plan, organize, and implement recreational activities and programs that meet the community's needs.

Exercise sound, independent judgment within general policy guidelines.

Compile, analyze, and summarize information related to recreational programs and activities.

Maintain a positive public image of the division programs and services through contact with the media and general public.

Communicate clearly and concisely, both orally and in writing.

Interpret division projects and programs to the public.

Represent the division effectively in meetings with others and present to various groups.

Establish and maintain effective working relationships with those contacted during work.

Effectively use computers for word processing and records management.

Accurately type at a rate required for successful job performance.

Maintain accurate records and prepare clear and concise reports and correspondence.

Perform mathematical computations with accuracy.

TYPICAL WORKING CONDITIONS

Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions within the working conditions. Work is performed in an office and field environment. Incumbent travels to various work sites throughout the County, which requires exposure to traffic and construction hazards, machinery hazards, herbicides/pesticides, adverse weather conditions, temperature and noise extremes, wetness, humidity, heights, fumes, dust, odors, solvents, grease/oil, toxic or caustic chemicals. Workers may need to work past regular office hours for meetings and other events.

TYPICAL PHYSICAL REQUIREMENTS

Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions. Requires the mobility to work in an office and field environment. Requires the ability to sit at a desk for long periods and intermittently walk, stand, climb, balance, stoop, kneel, crouch, crawl, and reach while performing office duties and/or fieldwork; lift and/or move up to 50 pounds occasionally; use hands to finger, handle, feel or operate objects, tools, and controls. Must be able to use a telephone to communicate verbally and a keyboard to communicate through written means, review information, enter/retrieve data, and see and read characters on a computer screen. Infrequently respond to field emergencies; perform or assist with pool rescues; stand, bend, squat, climb, kneel, balance, twist, and reach when assisting patrons; provide compressive focused force to perform chest compressions.

MINIMUM QUALIFICATIONS

Experience:

Any combination of training, education, and experience that would provide the required knowledge, skills, and abilities. A typical way to gain the required knowledge, skills, and abilities:

Two (2) years of increasingly responsible recreation programming and administration experience.

Education:

High school or GED equivalency is required.

Substitution:

Graduation from an accredited two-year college with an Associate's degree

Additional Requirements:

Possession of a valid California driver's license. Under certain circumstances, the Human Resources Director may accept a valid driver's license from another State if the applicant acknowledges his/her intent to acquire a California driver's license within three months by signing an acknowledgment form.

Possession of a valid CPR/AED and First Aid training certificate equivalent to current American Heart Association (AHA) or American Red Cross (ARC) standards and remain certified while employed.

Ability to pass the California Department of Justice fingerprinting clearance.

Upon hire, individuals with a verified negative (-) Tuberculosis (TB) result within 180 days will not be required to obtain a new test. Those without a verified negative TB test result within 180 days will be required to obtain a test within 30 days of hire. Thereafter, Employees must be tested every two (2) years.

Possession of or the ability to obtain a valid:

1. Lifeguard certificate within one (1) year of employment and remain certified while employed.
2. Swim Instructor certificate within one (1) year of employment and remain certified while employed.
3. American Red Cross Lifeguard Training Instructor certificate within 17 months of employment and remain certified while employed. *(This requirement may be waived if another division employee is adequately trained and certified to administer the training.)*

(The requirement(s) above will be specified at the time of hire as applicable.)

This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.

Creation Date: 10/15 (B/S Res. 15-478)
Revision Date: 06/19 (B/S Res. 19-343)

MARIPOSA COUNTY

Board of Supervisors

Ordinance 2024-1193

MEETING: December 3, 2024

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Waive the Second Reading and Adopt an Ordinance to Amend Section 2.92.04 Titled "Administrative Powers and Duties"

RECOMMENDATION AND JUSTIFICATION

Waive the Second Reading and Introduce an Ordinance to Amend Section 2.92.04 Titled "Administrative Powers and Duties."

This Ordinance codifies the updated job description, which changes the County Administrative Officer (CAO) from a weak CAO to a strong CAO. This also codifies the designated departments over which the CAO will have direct oversight.

BACKGROUND AND HISTORY OF BOARD ACTIONS

2024-458: The Board approved the new job description for the CAO.

Since the Guidehouse study, the Board has had the direction to move toward a strong CAO model with the modification that the Board retains their hire and fire rights.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, and the current ordinance will continue to stand. Ordinances are our local laws, so the CAO must follow the duties in the code versus the newest job description.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **CAO Ord Change - redline**
2. **CAO Ord Change**
3. **Summary of proposed Amendment County Administrative Officer**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District III Supervisor Danette Toso
SECONDER: District IV Supervisor Wayne Forsythe

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

MARIPOSA COUNTY ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 2.92.040 OF THE MARIPOSA COUNTY CODE TITLED "ADMINISTRATIVE POWERS AND DUTIES" OF THE COUNTY ADMINISTRATIVE OFFICER

WHEREAS, the Board of Supervisors desires to adopt a strong county administrative officer model to ensure continuity amongst departments and clarify the current role; and

WHEREAS, the purpose of this ordinance is to reflect the strong county administrative officer model; and

WHEREAS, the absence of a strong county administrative officer has led to a lack of clarity and direction, an inability to align departments with organizational goals, operational inefficiencies, delayed decision-making, and legal and compliance risks.

NOW, THEREFORE, the Board of Supervisors of the County of Mariposa does ordain as follows:

SECTION I: Section 2.92.040 titled "Administrative Powers and Duties", shall be amended to read in its entirety as follows:

2.92.040 Administrative Powers and Duties.

~~(A)~~ The County Administrative Officer shall be responsible to the Board of Supervisors for those specifically assigned activities concerning the administration of county offices, departments, and special districts under the jurisdiction of the board of supervisors. ~~If designated by the board specific activities may include but not be limited to the following:~~

~~1. Attend all meetings of the board of supervisors and, when so directed, attend meetings of commissions and committees established by the board of supervisors;~~
~~2. Promulgate, monitor compliance, and report results of policies established by the board of supervisors;~~
~~3. Represent the board of supervisors in the county's intergovernmental relationships in accordance with board policies and instructions; and, when so directed, represent the board in dealing with individuals or groups concerned with county affairs;~~
~~4. Assist the clerk of the board in the preparation of the board's weekly agenda; evaluate departmental and other requests, and make recommendations on agenda items;~~
~~5. Conduct research in administrative practices so as to bring about greater efficiency and economy in county government; develop and recommend to the board of supervisors long-range plans to improve county operations;~~
~~6. Analyze proposed state and federal legislation, make recommendations to the board of supervisors for positions on proposed legislation;~~
~~7. Develop budget instructions and procedures, and when authorized or directed by the board of supervisors; recommend an annual operating budget based on revenue projections, proposed goals, work programs, and projects, when authorized or instructed by the board of supervisors;~~
~~8. Monitor and report to the board of supervisors the expenditures, revenues and changes that may be necessary to stay within the board's approved financial plan;~~
~~9. Prepare, at the board's request, a proposed capital improvement budget based on long-range plans for acquiring, constructing or improving buildings and other county facilities;~~
~~10. Supervise, when authorized by the board of supervisors, select services that have been reviewed~~

~~and found advantageous to centralization by the board, including purchasing and personnel;~~

~~11. Assist department heads in solving problems which inhibit efficient operation within a department or create friction between departments;~~

~~12. Report quarterly to the board of supervisors the more significant activities performed as administrative officer;~~

~~13. Periodically review and monitor the county policies and procedure manual and make recommendations to the board regarding revisions to the manual.~~

(B) If designated by the Board, specific activities may include but not be limited to the following:

1. Plans, organizes, and directs the daily operations of County government and works as a liaison between the board of supervisors and departments led by appointed and elected officials, ensuring smooth governance and communication.
2. Attends Board meetings to understand policies and receive assignments; advises the Board on administrative practices.
3. Assists with emergency planning and response activities, ensuring the County's preparedness for crises and its ability to respond effectively to emergencies.
4. Makes oral and written presentations to the board and other public/private groups; provides information to the news media and the public regarding County operations.
5. Recommends appointments, disciplinary actions, and dismissals of appointed department heads, subject to board of supervisors' approval.
6. Reviews budget proposals and revenue projections to prepare the annual budget.
7. Directs department heads in preparing budgets and oversees the financial operations of departments under appointed officials. This includes setting expenditure controls and ensuring fiscal compliance with County objectives.
8. Accounts for budget variances; develops budget instructions and procedures with finance and auditor's office; reviews and comments on funding requests and staffing levels; monitors expenditures for compliance.
9. Studies and proposes improvements and simplifications to systems and procedures.
10. Conducts research in administrative practices and recommends efficiency improvements to the board.
11. Settles and reject general liability and workers' compensation claims up to an amount authorized by the board of supervisors; may also accept liability claim settlements in favor of the County within the limits set by the board.
12. Represents the board with other governmental agencies; serves as the board's legislative liaison at local, state, and federal levels, participating in advocacy and community programs.
13. Implements legislative advocacy programs; analyzes and recommends responses to proposed legislation and administrative regulations; participates in lobbying with oral and written testimony.
14. Prepares and administers long-term capital improvement plans, including financing strategies.
15. Directs the purchasing of property, equipment, and supplies.
16. Works with county counsel to negotiate and/or supervise the negotiation of contractual agreements; administers and enforces agreements.
17. Directs the establishment and enforcement of personnel policies.

18. Directs, develops, evaluates, and disciplines designated department heads and staff; implements training programs to enhance capabilities and improve service delivery; resolves staff problems, concerns, complaints, and grievances.
19. Develops and implements strategic plans to achieve the County's long-term objectives.
20. Facilitates effective communication between the board, County departments, and the public.
21. Engages with community leaders and stakeholders to gather input and foster relationships.
22. Ensures County operations comply with all applicable laws, regulations, and standards.
23. Establishes performance metrics and monitors departmental performance to ensure goals are met.
24. Promotes the use of technology and innovative practices to enhance County services and operations.
25. Investigates and resolves complaints and concerns regarding County programs and services; acts as liaison with cities, other counties, and regional, state, and federal agencies.
26. Performs special assignments for the board as directed.

(A) The departments and/or divisions the county administrative officer will have direct oversight over and recommend to the board of supervisors the appointment, termination, discipline, contract termination, etc. are:

1. Agricultural Commissioner
2. Planning
3. Building
4. Public Works
5. Health and Human Services
6. Library
7. County Fire
8. Child Support; and
9. University Co-operative Extension

(B) The county administrative officer will act as a support and liaison to the following elected officials:

1. Assessor/Recorder
2. Auditor
3. County Clerk/Tax Collector/Treasurer
4. Chief Probation Officer (appointed by the superior court judge)
5. District Attorney
6. Sheriff-Corner-Public Administrator

SECTION II: This Ordinance shall become effective thirty (30) days after final passage pursuant to the provisions of Government Code Section 25123.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this day of by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

MILES MENETREY, Chair
Board of Supervisors

ATTEST:

DANIELLE BONDSHU
Clerk of the Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

MARIPOSA COUNTY ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 2.92.040 OF THE MARIPOSA COUNTY CODE TITLED "ADMINISTRATIVE POWERS AND DUTIES" OF THE COUNTY ADMINISTRATIVE OFFICER

WHEREAS, the Board of Supervisors desires to adopt a strong county administrative officer model to ensure continuity amongst departments and clarify the current role; and

WHEREAS, the purpose of this ordinance is to reflect the strong county administrative officer model; and

WHEREAS, the absence of a strong county administrative officer has led to a lack of clarity and direction, an inability to align departments with organizational goals, operational inefficiencies, delayed decision-making, and legal and compliance risks.

NOW, THEREFORE, the Board of Supervisors of the County of Mariposa does ordain as follows:

SECTION I: Section 2.92.040 titled "Administrative Powers and Duties", shall be amended to read in its entirety as follows:

2.92.040 Administrative Powers and Duties.

(A) The County Administrative Officer shall be responsible to the Board of Supervisors for those specifically assigned activities concerning the administration of county offices, departments, and special districts under the jurisdiction of the board of supervisors.

(B) If designated by the Board, specific activities may include but not be limited to the following:

1. Plans, organizes, and directs the daily operations of County government and works as a liaison between the board of supervisors and departments led by appointed and elected officials, ensuring smooth governance and communication.
2. Attends Board meetings to understand policies and receive assignments; advises the Board on administrative practices.
3. Assists with emergency planning and response activities, ensuring the County's preparedness for crises and its ability to respond effectively to emergencies.
4. Makes oral and written presentations to the board and other public/private groups; provides information to the news media and the public regarding County operations.
5. Recommends appointments, disciplinary actions, and dismissals of appointed department heads, subject to board of supervisors' approval.
6. Reviews budget proposals and revenue projections to prepare the annual budget.
7. Directs department heads in preparing budgets and oversees the financial operations of departments under appointed officials. This includes setting expenditure controls and ensuring fiscal compliance with County objectives.
8. Accounts for budget variances; develops budget instructions and procedures with finance and auditor's office; reviews and comments on funding requests and staffing levels; monitors expenditures for compliance.
9. Studies and proposes improvements and simplifications to systems and procedures.
10. Conducts research in administrative practices and recommends efficiency

improvements to the board.

11. Settles and reject general liability and workers' compensation claims up to an amount authorized by the board of supervisors; may also accept liability claim settlements in favor of the County within the limits set by the board.
12. Represents the board with other governmental agencies; serves as the board's legislative liaison at local, state, and federal levels, participating in advocacy and community programs.
13. Implements legislative advocacy programs; analyzes and recommends responses to proposed legislation and administrative regulations; participates in lobbying with oral and written testimony.
14. Prepares and administers long-term capital improvement plans, including financing strategies.
15. Directs the purchasing of property, equipment, and supplies.
16. Works with county counsel to negotiate and/or supervise the negotiation of contractual agreements; administers and enforces agreements.
17. Directs the establishment and enforcement of personnel policies.
18. Directs, develops, evaluates, and disciplines designated department heads and staff; implements training programs to enhance capabilities and improve service delivery; resolves staff problems, concerns, complaints, and grievances.
19. Develops and implements strategic plans to achieve the County's long-term objectives.
20. Facilitates effective communication between the board, County departments, and the public.
21. Engages with community leaders and stakeholders to gather input and foster relationships.
22. Ensures County operations comply with all applicable laws, regulations, and standards.
23. Establishes performance metrics and monitors departmental performance to ensure goals are met.
24. Promotes the use of technology and innovative practices to enhance County services and operations.
25. Investigates and resolves complaints and concerns regarding County programs and services; acts as liaison with cities, other counties, and regional, state, and federal agencies.
26. Performs special assignments for the board as directed.

(C) The departments and/or divisions the county administrative officer will have direct oversight over and recommend to the board of supervisors the appointment, termination, discipline, contract termination, etc. are:

1. Agricultural Commissioner
2. Planning
3. Building
4. Public Works
5. Health and Human Services
6. Library

7. County Fire
8. Child Support; and
9. University Co-operative Extension

(D) The county administrative officer will act as a support and liaison to the following elected officials:

1. Assessor/Recorder
2. Auditor
3. County Clerk/Tax Collector/Treasurer
4. Chief Probation Officer (appointed by the superior court judge)
5. District Attorney
6. Sheriff-Corner-Public Administrator

SECTION II: This Ordinance shall become effective thirty (30) days after final passage pursuant to the provisions of Government Code Section 25123.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this day of by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
MILES MENETREY, Chair
Board of Supervisors

ATTEST:

_____
DANIELLE BONDSHU
Clerk of the Board

APPROVED AS TO FORM:

_____
STEVEN W. DAHLEM
County Counsel

MARIPOSA COUNTY BOARD OF SUPERVISORS
SUMMARY OF PROPOSED ORDINANCE AMENDING
TITLE 2.92 OF MARIPOSA COUNTY CODE

Notice is hereby given that on Tuesday, December 3rd, 2024, at 9:00 a.m., or as soon thereafter as the matter may be heard, at its regularly scheduled meeting, the Mariposa County Board of Supervisors will consider the adoption of an ordinance to amend Chapter 92.040, to Title 2 of the Mariposa County Code (the Ordinance Amendment) is to update the "Administrative Powers and Duties" of the County Administrative Officer to reflect the strong county administrative officer model. This amendment designates the departments the county administrative officer will have direct oversight over as well as updates the duties and responsibilities of the county administrative officer.

A certified copy of the full text of the ordinance is posted for public review in the Office of the Clerk of the Board of Supervisors at 5100 Bullion Street, Mariposa, California, and is available for public inspection and copying in that office in accordance with the California Public Records Act, Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1.

Danielle Bondshu
Clerk of the Board

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED

MEETING: December 3, 2024

TO: The Board of Supervisors

FROM: Miles Menetrey, District V Supervisor

RE: **CLOSED SESSION:** Conference with Legal Counsel: Anticipated Litigation: Significant Exposure

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RECOMMENDATION AND JUSTIFICATION

CLOSED SESSION: Conference with Legal Counsel: Anticipated Litigation: Significant Exposure.

[X] CONFERENCE WITH LEGAL COUNSEL:

[ ] Existing Litigation:
[ ] Disclosure will jeopardize existing settlement negotiations.

[X] Anticipated Litigation
[X] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed: 1

Claim of possible back pay of the Flexible Benefit Adjustments for Appointed and Elected Department Heads.

[ ] 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:
(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

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED

MEETING: December 3, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: **CLOSED SESSION:** Conference with Labor Negotiator: Mariposa County Designated Representative (Shelline Bennett): Employee Organizations Mariposa County Deputy Sheriffs' Association (DSA) and Mariposa County Sheriffs' Management Association (SMA)

RECOMMENDATION AND JUSTIFICATION

CLOSED SESSION: Conference with Labor Negotiator: Mariposa County Designated Representative (Shelline Bennett): Employee Organizations Mariposa County Deputy Sheriffs' Association (DSA) and Mariposa County Sheriffs' Management Association (SMA).

[ ] 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:
(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)

[X] CONFERENCE WITH COUNTY LABOR NEGOTIATOR
Name of Employee Organization(s): Mariposa County Deputy Sheriffs' Association (DSA), Mariposa County Sheriffs' Management Association (SMA)
Name of County Designated Representative: Shelline Bennett
Title(s) of unrepresented individuals with whom negotiations are being conducted: N/A

[ ] 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

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: December 3, 2024

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: **CLOSED SESSION:** Public Employee Performance Evaluation: Position of Employee Under Review: County Counsel/Risk Manager (Government Code Section 54954.5)

RECOMMENDATION AND JUSTIFICATION

CLOSED SESSION: Public Employee Performance Evaluation: Position of Employee Under Review: County Counsel/Risk Manager (Government Code Section 54954.5).

[ ] 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:
(Government Code Section 54957 (b) (1))

[X] PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Position of employee under review: County Counsel/Risk Manager (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