MARIPOSA COUNTY

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

ROSEMARIE SMALLCOMBE, CHAIR	**DISTRICT I**
MILES MENETREY, VICE-CHAIR	**DISTRICT V**
VACANT	**DISTRICT II**
MARSHALL LONG	**DISTRICT III**
WAYNE FORSYTHE	**DISTRICT IV**

ACTION SUMMARY MINUTES

November 22, 2022

A. 9:00 AM Called to Order

Attendee Name	Title	Status	Arrived
Rosemarie Smallcombe	District I Supervisor	Excused	9:00 AM
Marshall Long	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

Vice-Chair Menetrey led the pledge.

C. Introductions

Kari Kisela/Mariposa Chamber of Commerce introduced her son Kasen Kisela.

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

Public comment was received by Joe Lynch/Health and Human Services Agency Director, who wanted to recognize the Adoption Awareness Month proclamation. He noted 4 years ago, adoption was done in another county, it was brought back, and is now done in Mariposa County.

Supervisors Long and Forsythe commented on CA.7 both noted the poor service and issues that plague that area with service. Supervisor Forsythe urged the public to write their own letters to the Public Utility Commission on this important issue.

Vice-Chair Menetrey called attention to CA. 21 and noted the closure date is a different date of closure due to the holiday being on a Sunday.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Marshall Long, Wayne Forsythe, Miles Menetrey
EXCUSED: Rosemarie Smallcombe

CA1. **Health and Human Services** **RES-2022-638**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Health and Human Services RES-2022-639**

Resolution Continuing the Local Health Emergency Due to the Oak Fire

CA3. **Sheriff's Office RES-2022-640**

Resolution Continuing the Local Emergency Due to the Oak Fire

CA4. **Administration RES-2022-641**

Approve the First Amendment to Agreement ADMIN - CAEHA Mariposa Oak Fire Contract Combined; to Increasing the Amount by $90,000, to a New Amount Not to Exceed $150,000; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA5. **Administration/Human Resources RES-2022-642**

Approve an Amendment to the Agreement with Wendi Brown Creative Partners (WBCP) for Interim HR Consulting Services Increasing the Amount by $40,000 for a New Not-To-Exceed Amount of $100,000; Authorize the Board of Supervisors Chair to Sign the Amendment; and Approve a Budget Action Moving Funds Within the HR Budget to Support the Amendment ($100,000)

CA6. **Assessor-Recorder RES-2022-643**

Ratify Amendment Three of the Agreement with Avenu Enterprise Solutions, LLC for Technology Products and Services for Document Recording Equipment Maintenance

CA7. **Board of Supervisors RES-2022-644**

Approve a Letter of Support to the Public Utilities Commission (PUC) for the Lack of Service from TDS Within District Three (Supervisor Long); and Authorize the Board of Supervisors Chair to Sign the Letter

CA8. **Clerk of the Board of Supervisors 2022-102**

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 of 2022

CA9. **Clerk of the Board of Supervisors 2022-103**

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 of 2022

CA10. **Clerk of the Board of Supervisors RES-2022-645**

Ratify the Assessor-Recorders Signature on a Representation Agreement with Rutan and Tucker for Legal Services on the Matter of Yosemite Hospitality, LLC Property Tax Appeal

CA11. **District Attorney RES-2022-646**

Approve First Amendment to the Three-Year Agreement with Hoffman Electronic Systems for Alarm System and Monitoring, Camera System and

Monitoring, and Access Control and Monitoring for the District Attorney's Office Building; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA12. **Fire RES-2022-647**

Approve an Amendment to Agreement with NBS Extending the Term to June 30, 2023, to Provide Consulting Services for the Development of a Fee Schedule for County Fire Prevention Inspector I/II and Collections Processes, in an Amount Not to Exceed $12,695; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA13. **Fire RES-2022-648**

Approve the Volunteer Fire Assistance Grant Agreement with the California Department of Forestry and Fire Protection (CAL FIRE) 7GF22319 for Personal Protective Clothing and Equipment; and Adopt a Resolution Authorizing the Fire Chief to Execute the Grant Agreement and Any Amendments Thereto (Subject to Approval as to Legal Form by County Counsel)

CA14. **Fire RES-2022-649**

Approve Budget Action Transferring Funds Within the County Fire Budget to Allow Payment and Reimbursement of Grant Purchased Fuel Reduction Equipment in the Amount of $267,842

CA15. **Health and Human Services RES-2022-650**

Approve the Allocation of One Full Time Senior Administrative Analyst Position in the Health and Human Services Agency (HHSA) Administration Division, Effective November 1, 2022

CA16. **Health and Human Services RES-2022-651**

Ratify the Health and Human Services Agency Director's Signature on Sub-Recipient Agreement 1091-21-0003 with the Calaveras-Mariposa Community Action Agency (CMCAA) to Perform Scope of Work Related to Community Services Block Grant (CSBG) in the Total Amount Not to Exceed $30,000

CA17. **Health and Human Services RES-2022-652**

Approve Vendor Agreement 21-ESG 16035 with Amador Tuolumne Community Action Agency (ATCAA) to Provide Services for Emergency Solutions Grant (ESG) Program; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA18. **Health and Human Services 2022-104**

Proclaim the Month of November, 2022, as "Adoption Awareness Month"

CA19. **Planning 2022-105**

Recognize the Service of Irene Vasquez on the Creative Placemaking Strategy Advisory Committee) (Supervisor Smallcombe)

CA20. **Public Works RES-2022-653**

Authorize Public Works to Waive the Encroachment Permit Fee of $168.00 for the Lushmeadows Lights on December 9, 2022 from 5:00 Pm to 9:00 PM Put on by the Woodland Elementary Booster Club.

CA21. **Public Works RES-2022-654**

Authorize the Public Works Solid Waste and Recycling Division to Close to the Public on Saturday, December 24Th and Saturday, December 31St

CA22. **Public Works RES-2022-655**

Approve Fifth Amendment to Agreement with Murraysmith/Consor (Formally Quincy Engineering) for Engineering Services on the Oak Grove Road Over Striped Rock Creek Bridge Project to Change the Name of the Company, Extend the Term of the Agreement to December 31, 2025; and Authorize the Board of Supervisors Chair to Sign the Amendment

E. Board Recognitions

1. **Administration/Community Development 2022-106**

Proclaim November 26, 2022 as Small Business Saturday

Tara Schiff/Economic Development Specialist gave the staff report and noted that small businesses are the cornerstone of the community.

Public comment was received from Kari Kisela who noted it is a day to celebrate small businesses. She noted the participating businesses are Made in Mariposa, several Downtown shops including Chocolate Soup, Mae it be Home, Lone Wolf, and Brick Wall Boutique. She also noted the library will be selling books for books galore.

Supervisor Long thanked them for this item and looks forward to Small Business Saturday.

Vice-Chair Menetrey presented the proclamation to Ms. Schiff and Ms. Kisela.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Marshall Long, District III Supervisor
SECONDER:	Wayne Forsythe, District IV Supervisor
AYES:	Marshall Long, Wayne Forsythe, Miles Menetrey
EXCUSED:	Rosemarie Smallcombe

F. Departmental Presentation

None.

G. Public Comment on Non-Agenda Items

None.

H. Regular Agenda Items

1. **Planning 2022-ORD-1180**

Waive the Second Reading and Adopt an Ordinance Titled Amending Chapter 18.05 Post Disaster Recovery in Mariposa County Code Title 18 Miscellaneous Land Use Regulations

Sarah Williams/Planning Director gave the staff report. No public comment.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Marshall Long, Wayne Forsythe, Miles Menetrey
EXCUSED: Rosemarie Smallcombe

2. **Administration (ID # 13465)**

Discussion and Direction Regarding Oak Fire Recovery

Wes Smith/Mariposa County Office of Emergency Services noted that today's meeting date is the 4th month since the Oak Fire ignited. The county is ahead of schedule and gave an update on the Oak Fire Recovery. He noted the policy group is working with Cal OES with insurance, property owners will be notified, as will their insurance. 110 sites have been completed, nine more sites are scheduled for walks, and twenty-eight properties have been returned to their owner. The county has not yet received official notice of cost share from the State as of yet. No public comment. Supervisor Forsythe noted the tremendous effort by the team and asked his thanks to be conveyed.

RESULT: **INFORMATION RECEIVED**

3. **Administration RES-2022-656**

Adopt a Resolution Approving the Adoption of the Community Development Block Grant Single-Family Housing Rehabilitation Program Guidelines (As Approved to Form by County Counsel)

Ben Goger/Housing Development Specialist gave the staff report. In response to a question from Supervisor Long, Mr. Goger noted this was not available at the time of the Detwiler Fire. In response to a question from Supervisor Forsythe, Mr. Goger noted he would like to work with fire case managers and community members to get the word out about this program. Mr. Goger gave telephone number 559-651-1000 which individuals can call if hey are interested.

Public comment was received from Jonathan Noel who noted he would like to see the Mariposa Gazette put in a good article for this program.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Marshall Long, District III Supervisor
AYES: Marshall Long, Wayne Forsythe, Miles Menetrey
EXCUSED: Rosemarie Smallcombe

4. **Administration RES-2022-657**

Adopt a Resolution Approving a Community Development Block Grant (CDBG) Application for Single-Family Housing Rehabilitation; and Authorize the Board of Supervisors Chair to Sign the Application, the Standard Agreement, and Any Other Documents or Amendments Relative to This Grant (Subject to Approval as to Legal Form by County Counsel)

Ben Goger gave the staff report. No public comment.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Marshall Long, Wayne Forsythe, Miles Menetrey
EXCUSED: Rosemarie Smallcombe

5. **Administration RES-2022-658**

Appoint Steve Engfer as Interim Planning Director Effective December 3, 2022 at a Salary of $12,444.22 Per Month

Dallin Kimble/County Administrative Office gave the staff report. No public comment.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Marshall Long, District III Supervisor
AYES: Marshall Long, Wayne Forsythe, Miles Menetrey
EXCUSED: Rosemarie Smallcombe

I. Items removed from Consent Agenda

None.

J. Closed Session

Vice-Chair Menetrey read out the closed session items. No public comment was received on item one. On closed session item 2, public comment was received by Jonathan Noel who asked what the requirements were to be a librarian. Vice Chair Menetrey noted those requirements were available on the website.

9:50 AM Vice-Chair Menetrey recessed the Board into closed session.

1. **Administration (ID # 13471)**

CLOSED SESSION: Public Employee Position to be Filled [Government Code Section 54957(B)(1)]-Planning Director

RESULT: **CLOSED SESSION HELD**

2. **Administration (ID # 13472)**

CLOSED SESSION: Public Employee Position to be Filled [Government Code Section 54957(B)(1)]-County Librarian

RESULT: **CLOSED SESSION HELD**

Report Out

10:00 AM Vice-Chair Menetrey reconvened the meeting and reported that during both closed session items, information was received, and direction was given.

K. Board Information

Information received.

L. Adjournment

10:02 AM Vice-Chair Menetrey adjourned in memory of James D. Wagoner, Catherine Bernice Shields, and Larry David Dondero.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Miles Menetrey
Vice-Chair, Board of Supervisors

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-638

MEETING: November 22, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Continue a Shelter Crisis Local Emergency in Mariposa County

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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.

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Marshall Long, Wayne Forsythe, Miles Menetrey
EXCUSED: Rosemarie Smallcombe

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-639

MEETING: November 22, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Continue the Oak Fire Local Health Emergency

RECOMMENDATION AND JUSTIFICATION:
Resolution Continuing the Local Health Emergency Due to the Oak Fire.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On July 22, 2022, the Oak Fire began in the Midpines area of Mariposa County and grew into a major wildfire.

The County Health Officer declared a local health emergency under California Health and Safety Code Section 101080 on July 22nd, 2022.

On July 26, 2022, the Board of Supervisors adopted Resolution 22-435 ratifying a Proclamation of the existence of a local health.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not continue the local emergency and the County will not be eligible for possible State or Federal disaster assistance.

FINANCIAL IMPACT:
Not Applicable.

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Marshall Long, Wayne Forsythe, Miles Menetrey
EXCUSED: Rosemarie Smallcombe

REF ID# 13544

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2022-640

MEETING: November 22, 2022

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Continue the Local Emergency Due to the Oak Fire

RECOMMENDATION AND JUSTIFICATION:
Resolution Continuing the Local Emergency Due to the Oak Fire.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On July 22, 2022, the Oak Fire began in the Midpines area of Mariposa County and grew into a major wildfire.

On July 23, 2022, Mariposa County received notification of the approval of a Federal Fire Management Assistance Grant (FMAG) to aid with the Oak Fire. Additionally, Gavin Newsom, Governor of the State of California, also proclaimed, on July 23, 2022, a state of emergency in Mariposa County due to the Oak.

On July 23rd, 2022, Sheriff Jeremy Briese, acting as the Director of Emergency Services pursuant to Mariposa County Code Section 2.80.040, issued a Proclamation declaring a local emergency.

On July 26, 2022, the Board of Supervisors adopted Resolution 22-435 ratifying a Proclamation of the existence of a local emergency.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not continue the local emergency and the County will not be eligible for possible State or Federal disaster assistance.

FINANCIAL IMPACT:
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RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Marshall Long, Wayne Forsythe, Miles Menetrey
EXCUSED: Rosemarie Smallcombe

REF ID# 13509

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2022-641

MEETING: November 22, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve First Amended to Agreement ADMIN - CAEHA Mariposa Oak Fire Contract

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RECOMMENDATION AND JUSTIFICATION:
Approve the First Amendment to Agreement ADMIN - CAEHA Mariposa Oak Fire Contract Combined; to Increasing the Amount by $90,000, to a New Amount Not to Exceed $150,000; and Authorize the Board of Supervisors Chair to Sign the Amendment.

The purpose of this Amendment is to increase the compensation to provide that an additional Ninety Thousand Dollar ($90,000) will be added to the original amount of Sixty Thousand Dollars ($60,000), making the total compensation paid to CAEHA not to exceed amount of One Hundred Fifty Thousand Dollars ($150,000).

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On August 28, 2022, the CAO and CAEHA signed the agreement for $60,000 to provide Registered Environmental Health Specialist duties and responsibilities as Project Manager for the Oak Fire Debris Recovery Management. As of October 31, 2022 invoices for services show that we have exceeded the initial agreement amount, therefore, in order to continue debris removal operation center (DROC) manager position funded we must bring this amended agreement to the Board for Approval since it is being amended will be over $60,000.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the Board chooses not to authorize this amendment, the county will lose the DROC manager position and be required to fulfill the duties of the DROC manager position through county staff.

FINANCIAL IMPACT:
Financial impacts of this amendment will be addressed in balancing adjustments

ATTACHMENTS:
Original Agreement - CAO (PDF)
First Amendment to Agreement ADMIN - CAEHA Mariposa Oak Fire Contract Combined (PDF)

REF ID# 13545

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Marshall Long, Wayne Forsythe, Miles Menetrey
EXCUSED: Rosemarie Smallcombe

AGREEMENT ROUTING SHEET

To: *Danielle Bondshu or Tracy Gauthier* **Dept.:** *Clerk of the Board* **Date:** 8/29/2022

From: Dallin Kimble **Agreement with:** California Association of Environmental Health Administrators

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 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 (if NOT going to the Board)?

Yes ☒ No ☐

(If Yes, provide approval to COB via email. If No, see instructions below. **Non-standard agreements will NOT be processed without County Counsel's approval.**)

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

Vendor Signator & Title: Already Signed
(Name of person signing the agreement, and their title)

Vendor Email: _____
(Email of signee)

For: Oak Fire debris recovery management
*(Provide a brief description of the service provided or product purchased, i.e. **or** "Police service dog training", "Annual Senior Health Fair", etc.)*

Term: 8/22/2022 - 6/30/2023
*(Enter beginning "to" end. **Must be 5 years 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.)

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

☐ **BOARD ACTION** M/Traq ID # or Res No.: _____ Scheduled Date: _____

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

☐ $_____ **DEPARTMENT HEADS, Under $20,000** (MCC Section 3.08.050 and Res. 22-462):
(Purchasing Agent's approval required to purchase or lease real property or storage space.)

☒ $60,000 **CAO as Purchasing Agent, Under $60,000** (MCC Section 3.08.090 and Res. 22-462):

Section 4: OTHER AUTHORIZATION *(Complete the appropriate Section 4. field.)*

☐ **CODE COMPLIANCE AGREEMENTS (Signature Authority Policy (SAP) 5.2.1.3)** $_____

☐ **SOFTWARE AS A SERVICE or OTHER SUBSCRIPTIONS or LICENSES (SAP 5.2.1.4)** $_____

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

☐ **INTRA-AGENCY AGREEMENTS & MOUs w/ No Cost) (SAP 5.2.1.2 and Res. 22-462)** $_____

DIGITAL SIGNATURE INSTRUCTIONS

A. DH/CAO Approvals:

- **If using the UNCHANGED County agreement template, proceed with routing to 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.)
  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.

B. BOARD Items:

- **Email a digital version of the agreement** *(indicating the pages needing to be signed)* **and this routing sheet to the Clerk of the Board's Office.**

ROUTING

- **HARD COPIES:** Route agreements and routing sheet via interoffice mail to Tracy or Danielle in the COB's Office.
- **DIGITAL COPIES:** Combine agreement and new routing slip into one PDF document and email to Danielle (dbondshu@mariposacounty.org) and Tracy (tgauthier@mariposacounty.org) in the COB's Office for procurement of signatures.

Attachment: Original Agreement - CAO (RES-2022-641 : Approve First Amended to Agreement ADMIN - CAEHA Mariposa Oak Fire Contract)

EMERGENCY AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE COUNTY OF MARIPOSA AND CALIFORNIA ASSOCIATION OF ENVIRONMENTAL HEALTH ADMINISTRATORS

THIS AGREEMENT is made this 28th day of August 2022, by and between the COUNTY OF MARIPOSA, a political subdivision of the State of California (hereinafter called "County") and California Association of Environmental Health Administrators (CAEHA) a non-profit 501(c)4, (hereinafter called "Contractor") pursuant to the following terms and conditions:

1. **TERM**

The term of this Agreement shall commence on August 22, 2022, and shall terminate June 30, 2023.

2. **PROJECT**

County requests Contractor to work on a Flex schedule to perform duties as a *Registered Environmental Health Specialist* with duties and responsibilities as outlined in Appendix A Scope of Work as Project Manager for the **Oak Fire debris recovery management.** Unless otherwise approved by the County, Contractor shall provide services through its employees.

3. **DUTIES**

A. Contractor shall demonstrate the following: an ability to work at a high level of independence, an ability to meet additional specialized knowledge requirements within the field of environmental health, and an ability to manage by assignment projects which are highly complex and difficult in nature.

4. **COMPENSATION**

A. Contractor shall be paid $127.30 per hour for REHS staff to be approved by County. Staff will work on a flexible schedule approved by the County in advance. If overtime is required and has been approved by the County for the Contractor in advance, the hourly rate is $159.14. CAEHA shall invoice County for work performed by the 15th of each month with summary of time worked.

B. If travel is requested, hotel reimbursement at cost (not to exceed $160 per night and state rate will be requested). If hotels are hard to find under $160 per night, County will pre-approve the higher hotel costs. Receipts will be provided.

Attachment: Original Agreement - CAO (RES-2022-641 : Approve First Amended to Agreement ADMIN - CAEHA Mariposa Oak Fire Contract)

C. If County requests travel then mileage to be reimbursed by County at the current IRS rate (currently at .625 per mile).

D. Per diem rates of $7 for breakfast, $15 for Lunch, and $26.00 for dinner if travel by County is requested.

E. Invoices will be sent monthly to the County and payment to be made directly to CAEHA - Tax ID#94-1675492 a 501(c)(4):

California Association of Environmental Health Administrators
Attn: Sheryl Baldwin, Contract Manager
P.O. Box 2017
Cameron Park, CA 95682-2017
Telephone: (530) 676-0715 or cell (530)-363-0027
Email: Sheryl@ccdeh.com

F. All payment requests must be reviewed and approved by the County. Total compensation for the services rendered (including any travel, per diem or other expenses) under this **Agreement shall not exceed Sixty Thousand Dollars ($60,000). An amendment will be needed to add funding to continue working past this amount.**

G. Compensation provided herein shall constitute complete and full payment to Contractor for the services provided hereunder to be paid within 60 days of a proper invoice. Interest will be added at 5% per month for invoices paid after 90 days.

5. **INSURANCE REQUIREMENTS**

Contractor shall provide at its own expenses and maintain at all times the following insurance with insurance companies licensed in the State of California and shall provide evidence of such insurance to the County as may be required by the Risk Manager of the County. The policies or certificates thereof shall provide that, thirty (30) days prior to cancellation or material change in the policy, notices of same shall be given to the Risk Manager of the County by registered mail, return receipt requested, for all of the following state insurance policies.

A. **Workers' Compensation Coverage:** To the extent that Contractor has any employees, Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractors' employees.

Attachment: Original Agreement - CAO (RES-2022-641 : Approve First Amended to Agreement ADMIN - CAEHA Mariposa Oak Fire Contract)

B. **Professional Liability Insurance:** Contractor shall maintain Professional Liability Insurance for malpractice coverage. The insurance coverage provided by Contractor shall contain language providing coverage for up to three (3) years following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is claims made.

C. **Proof of Coverage:** At the time of execution of this Agreement, Contractor shall furnish County with copies of its insurance policies affecting coverage required by this Agreement.

6. **HOLD HARMLESS**

The Contractor shall hold the County, its elected and appointed officials, officers, employees, agents, and volunteers, harmless from, save, defend and indemnify the same against, any and all claims, losses, and damages for every cause, including but not limited to injury to person or property, and related costs and expenses, including reasonable attorney fees, arising directly or indirectly out of any act or omission of Contractor, its agents, officers, employees, or volunteers, during the performance of its obligations under this Agreement, and out of any assertion by any employee of Contractor that they are individually entitled to compensation of benefits of any kind directly from the County as a result of their work performed for the County under this Agreement. If such indemnification becomes necessary, the County Counsel for the County shall have the absolute right to approve any and all counsel employed to defend it.

The County shall hold the Contractor, its agents, officers, employees, and volunteers, harmless from, save, defend and indemnify the same against, any and all claims, losses, and damages for every cause, including but not limited to injury to person or property, and related costs and expenses, including reasonable attorney fees, arising directly or indirectly out of any act or omission of County, its agents, officers, employees, or volunteers, during the performance of its obligations under this Agreement.

7. **TERMINATION**

A. This Agreement may be terminated by County at County's option:

(1) Upon Contractor's failure, refusal or neglect to perform the duties hereunder other than for reasons of illness. Such a termination shall be effective immediately upon notice to Contractor.

Attachment: Original Agreement - CAO (RES-2022-641 : Approve First Amended to Agreement ADMIN - CAEHA Mariposa Oak Fire Contract)

(2) For any reason satisfactory to County (without cause) provided, however, Contractor shall be given fourteen (14) days written notice of such termination.

B. This Agreement may be terminated by Contractor:

(1) Upon County's failure, neglect or refusal to make any payment as required hereunder.

(2) Upon County's failure to cooperate with the Contractor in the performance of its work under this Agreement.

(3) Upon fourteen (14) days written notice to County.

8. **STATUS**

Contractor and County agree that Contractor is an independent contractor and in no event shall Contractor or any of its employees be considered an employee of the County.

9. **ASSIGNMENT**

This Agreement is for the professional services of Contractor and in particular for the services of Contractor's REHS staff to be determined, and Contractor shall not assign, subcontract, or sublet any part of this Agreement without the express written consent of County.

10. **NOTICE**

Any and all notices, invoices, reports or other communications to be given to County or Contractor shall be given to the persons representing the respective parties at the following address:

County:
Mariposa County Health & Human Services Agency
Dave Conway, Director, Environmental Health Unit
5100 Bullion Street/P.O. Box 5
Mariposa, CA 95338
Email: dconway@mariposacounty.org
209-966-2220

Contractor:
California Association of Environmental Health Administrators
Justin Malan, Executive Director
5170 Golden Foothill Parkway, #70
El Dorado Hills, CA 95762

Attachment: Original Agreement - CAO (RES-2022-641 : Approve First Amended to Agreement ADMIN - CAEHA Mariposa Oak Fire Contract)

Telephone: (916) 956-3302
Email: Justin@ccdeh.com

IN WITNESS WHEREOF, the parties have hereunder set their hands the day and year first herein above written.

COUNTY OF MARIPOSA

7B3A319CA73
Jay D Kimble
ZorroSign
Jay D. Kimble
County Administrative Officer

CONTRACTOR

8/25/22
Jeff Lamoure
CAEHA President

8/25/22
Steve Van Stockum
CAEHA Treasurer

APPROVED AS TO LEGAL FORM

7B3A319CA69
Steven W. Dahlem
ZorroSign
Steven W. Dahlem
County Counsel

Attachment: Original Agreement - CAO (RES-2022-641 : Approve First Amended to Agreement ADMIN - CAEHA Mariposa Oak Fire Contract)

APPENDIX A

Scope of Work
Fire Recovery Debris Management - Registered Environmental Health Services

Mariposa County Environmental Health Department seeks the following services.

Contractor shall provide environmental health services to County as determined by the Director of Environmental Health, the County Health Officer or designee. Said services shall include, but not be limited to, the following:

I) Mutual Aid Response Disaster Coordinator for impacts resulting from the OAK FIRE. Experienced in disaster emergency operations, hazmat remediation and debris removal operations

II) Coordinate with DTSC & EPA to complete Household Hazardous Waste removal

III) Cal OES & Cal Recycle agreement for disaster coordination - office documentation and field work for property cleanup process

IV) Right of Entry tracking metrics

V) Liaison and direct mutual aid personnel and contractor(s) as directed by County Environmental Health Management

VI) Cleanup process tracking for all properties

VII) Coordinate insurance collection information

VIII) Assist with press releases and public information

IX) Site clean-up management

X) Fire debris removal coordination and other assignments as needed

Attachment: Original Agreement - CAO (RES-2022-641 : Approve First Amended to Agreement ADMIN - CAEHA Mariposa Oak Fire Contract)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED -- OWNERS, LESSEES OR CONTRACTORS
AUTOMATIC STATUS – ONGOING OPERATIONS – COVERAGE A, B, D.1 & D.4

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP2007836-19	2/8/2022	2/8/2023	2/8/2022

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

I. **SECTION III – WHO IS AN INSURED** is amended to include as an additional **insured**:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement, in effect during this **policy period**, that such person or organization be added as an additional **insured** on this policy; and

2. Any other person or organization you are explicitly required to add as an additional **insured** under the contract or agreement described in Paragraph **1.** above.

Such contract or agreement must be executed and in effect prior to the performance of **your work** which is the subject of such contract or agreement.

Such person(s) or organization(s) is an additional **insured** only with respect to liability for **bodily injury** or **property damage** under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Coverage D.1 – Contractors Pollution Legal Liability** and **Coverage D.4 – Microbial Substance Contractors Pollution Liability,** or personal injury or advertising injury under **SECTION I - COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** directly caused by:

a. Your acts or omissions; or
b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional **insured** described in Paragraph **1.** or **2.** above.

However, the insurance afforded to such additional **insured** described above:

a. Only applies to the extent permitted by law; and
b. Will not be broader than that which you are required by the contract or agreement to provide for such additional **insured**, and
c. Will not extend beyond that which is provided to you in this policy.

A person's or organization's status as an additional **insured** under this endorsement ends when your operations for the person or organization described in Paragraph **1.** above are completed.

II. With respect to the insurance afforded to these additional **insureds**, the following additional exclusions apply:

This insurance does not apply to:

a. **Bodily injury**, **property damage** or **personal and advertising injury** arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the **claims** against any **insured** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **insured**, if the **occurrence** which caused the **bodily injury** or **property damage**, or the offense which caused the **personal and advertising injury**, involved the rendering of, or the failure to render any professional architectural, engineering or surveying services.

b. **Bodily injury** or **property damage** occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional **insured**(s) at the location of the **covered operations** has been completed; or

Attachment: Original Agreement - CAO (RES-2022-641 : Approve First Amended to Agreement ADMIN - CAEHA Mariposa Oak Fire Contract)

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(2) That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

III. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION V – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional **insured** is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **I.1.**; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

IV. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION VI – REPORTING, DEFENSE, SETTLEMENT & COOPERATION**:

1. Duties -- Additional Insured

An additional **insured** must see to it that:

a. We are notified in writing as soon as practicable of an **occurrence** or offense which may result in a **claim** or **suit;**
b. We receive written notice of a **claim** or **suit** as soon as practicable; and
c. A request for defense and indemnity of the **claim** or **suit** will promptly be brought against any policy issued by another insurer under which the additional **insured** may be an insured in any capacity. This provision does not apply to insurance on which the additional **insured** is a **Named Insured**, if the contract or agreement requires that this coverage be primary and noncontributory.

V. **SECTION VII – CONDITION 10. – Other Insurance** is amended by the addition of the following which supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to a person(s) or organization(s) included as an additional **insured** under this endorsement provided that:

1. The additional **insured** person(s) or organization(s) is a **Named Insured** under such other insurance; and
2. You have agreed in writing in a contract or agreement, in effect during this **policy period**, that this insurance would be primary and would not seek contribution from any other insurance available to the additional **insured** person(s) or organization(s). Such contract or agreement must be executed and in effect prior to the performance of **your work** which is the subject of such contract or agreement.

However, this provision does not apply if the other insurance available to the person(s) or organization(s) included as an additional **insured** is Owners and Contractors Protective Liability, Railroad Protective Liability, or similar project-specific, primary insurance.

VI. This endorsement does not apply to an additional **insured** which has been added to this policy by an endorsement showing the additional **insured** in a **SCHEDULE** of additional **insureds**, and which endorsement applies to that designated additional **insured**.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

Attachment: Original Agreement - CAO (RES-2022-641 : Approve First Amended to Agreement ADMIN - CAEHA Mariposa Oak Fire Contract)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED -- OWNERS, LESSEES OR CONTRACTORS AUTOMATIC STATUS – COMPLETED OPERATIONS – COVERAGE A, D.1 & D.4

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP2007836-19	2/8/2022	2/8/2023	2/8/2022

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

I. **SECTION III – WHO IS AN INSURED** is amended to include as an additional **insured**:

1. Any person or organization for whom you have performed operations when you and such person or organization have agreed in writing in a contract or agreement, in effect during this **policy period**, that such person or organization be added as an additional **insured** on this policy; and

2. Any other person or organization you are explicitly required to add as an additional **insured** under the contract or agreement described in Paragraph **1.** above.

Such contract or agreement must be executed and in effect prior to the performance of **your work** included in the **products-completed operations hazard** which is the subject of such contract or agreement.

Such person(s) or organization(s) is an additional **insured** only with respect to liability for **bodily injury** or **property damage** under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Coverage D.1 – Contractors Pollution Legal Liability** and **Coverage D.4 – Microbial Substance Contractors Pollution Liability,** directly caused by **your work** performed for the additional **insured** described in Paragraph **1.** or **2.** above, and included in the **products-completed operations hazard**.

However, the insurance afforded to such additional **insured** described above:

a. Only applies to the extent permitted by law; and
b. Will not be broader than that which you are required by the contract or agreement to provide for such additional **insured**; and
c. Will not extend beyond that which is provided to you in this policy.

II. With respect to the insurance afforded to these additional **insureds**, the following additional exclusions apply:

This insurance does not apply to:

a. **Bodily injury** or **property damage** arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the **claims** against any **insured** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **insured**, if the **occurrence** which caused the **bodily injury** or **property damage** involved the rendering of, or the failure to render any professional architectural, engineering or surveying services.

III. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION V – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional **insured** is the amount of insurance:
1. Required by the contract or agreement described in Paragraph **I.1.**; or
2. Available under the applicable limits of insurance;
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

IV. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION VI –**

Attachment: Original Agreement - CAO (RES-2022-641 : Approve First Amended to Agreement ADMIN - CAEHA Mariposa Oak Fire Contract)

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REPORTING, DEFENSE, SETTLEMENT & COOPERATION:

1. Duties -- Additional Insured

An additional **insured** must see to it that:

a. We are notified in writing as soon as practicable of an **occurrence** which may result in a **claim** or **suit;**
b. We receive written notice of a **claim** or **suit** as soon as practicable; and
c. A request for defense and indemnity of the **claim** or **suit** will promptly be brought against any policy issued by another insurer under which the additional **insured** may be an insured in any capacity. This provision does not apply to insurance on which the additional **insured** is a **Named Insured**, if the contract or agreement requires that this coverage be primary and noncontributory.

V. SECTION VII – CONDITION 10. – Other Insurance is amended by the addition of the following which supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to a person(s) or organization(s) included as an additional **insured** under this endorsement provided that:

1. The additional **insured** person(s) or organization(s) is a **Named Insured** under such other insurance; and
2. You have agreed in writing in a contract or agreement, in effect during this **policy period**, that this insurance would be primary and would not seek contribution from any other insurance available to the additional **insured** person(s) or organization(s). Such contract or agreement must be executed and in effect prior to the performance of **your work** included in the **products-completed operations hazard** which is the subject of such contract or agreement.

However, this provision does not apply if the other insurance available to the person(s) or organization(s) included as an additional **insured** is Owners and Contractors Protective Liability, Railroad Protective Liability, or similar project-specific, primary insurance.

VI. This endorsement does not apply to an additional **insured** which has been added to this policy by an endorsement showing the additional **insured** in a **SCHEDULE** of additional **insureds**, and which endorsement applies to that designated additional **insured**.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

Attachment: Original Agreement - CAO (RES-2022-641 : Approve First Amended to Agreement ADMIN - CAEHA Mariposa Oak Fire Contract)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF SUBROGATION
(TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US)
AUTOMATIC STATUS – COVERAGE A, B & D

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP2007836-19	2/8/2022	2/8/2023	2/8/2022

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

I. The following is added to Paragraph **17. Subrogation** of **SECTION VII – CONDITIONS:**

We waive any right of recovery against any person(s) or organization(s) because of payments we make under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, and **COVERAGE D – CONTRACTORS POLLUTION LIABILITY** under this policy.

Such waiver by us applies only if:

1. The **insured** has agreed in writing in a contract or agreement with such person(s) or organization(s) to waive its right of recovery; and
2. The **insured** has waived its right of recovery against such person(s) or organization(s) prior to loss.

This waiver does not apply in any jurisdiction where such waiver is held to be illegal or against public policy or in any situation where the person(s) or organization(s) against whom subrogation is to be waived is found to be solely negligent.

This endorsement does not apply to any person(s) or organization(s) designated in a **SCHEDULE** of person(s) or organization(s) against whom rights of recovery have been waived.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

Attachment: Original Agreement - CAO (RES-2022-641 : Approve First Amended to Agreement ADMIN - CAEHA Mariposa Oak Fire Contract)

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STATE COMPENSATION INSURANCE FUND

HOME OFFICE
SAN FRANCISCO

ALL EFFECTIVE DATES ARE AT 12:01 AM PACIFIC STANDARD TIME OR THE TIME INDICATED AT PACIFIC STANDARD TIME

ENDORSEMENT AGREEMENT

WAIVER OF SUBROGATION
BLANKET BASIS

BROKER C

D.4.a

9234751-22
RENEWAL
NF
9-56-28-16

EFFECTIVE JULY 11, 2022 AT 12.01 A.M.
AND EXPIRING JULY 11, 2023 AT 12.01 A.M.

CALIFORNIA ASSOCIATION OF ENVIRONM
PO BOX 2017
SHINGLE SPRINGS, CA 95682

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR ORGANIZATION NAMED IN THE SCHEDULE.

THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU TO OBTAIN THIS AGREEMENT FROM US.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE 2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

PERSON OR ORGANIZATION	JOB DESCRIPTION
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER	BLANKET WAIVER OF SUBROGATION

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: AUGUST 17, 2022

2572

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO

SCIF FORM 10217 (REV.7-2014)

Attachment: Original Agreement - CAO (RES-2022-641 : Approve First Amended to Agreement ADMIN - CAEHA Mariposa Oak Fire Contract)

Attachment: First Amendment to Agreement ADMIN - CAEHA Mariposa Oak Fire Contract Combined (RES-2022-641 : Approve First Amended to

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE COUNTY OF MARIPOSA AND CALIFORNIA ASSOCIATION OF ENVIRONMENTAL HEALTH ADMINISTRATORS

THIS FIRSTAMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE COUNTY OF MARIPOSA AND CALIFORNIA ASSOCIATION OF ENVIRONMENTAL HEALTH ADMINISTRATORS, is made and entered into this 22nd day of November 2022, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as **"County,"** and California Association of Environmental Health Administrators (CAEHA) a non-profit 501(c)4, hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated August 22, 2022, wherein **Contractor** agreed to provide Registered Environmental Health Specialist duties and responsibilities as Project Manager for the Oak Fire debris recovery management; 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 4, "COMPENSATION," is hereby amended to provide that an additional Ninety Thousand Dollard ($90,000) will be added to the original amount of Sixty Thousand Dollars ($60,000), making the total compensation paid to **Contractor** the not to exceed amount of One Hundred Fifty Thousand Dollars ($150,000).

Except as herein amended, the Agreement dated August 22, 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
_____	_____
Rosemarie Smallcombe, Chair Board of Supervisors	Jeff Lamoure CAEHA President

COUNTERSIGNED:
(Government Code §25103)

_____
Steve Van Stockum
CAEHA Treasurer

APPROVED AS TO FORM:

_____
Danielle Bondshu
Clerk of the Board

_____
Steven W. Dahlem
County Counsel

Attachment: First Amendment to Agreement ADMIN - CAEHA Mariposa Oak Fire Contract Combined (RES-2022-641 : Approve First Amended to

MARIPOSA COUNTY

Administration/Human Resources · 966-3222

RESOLUTION - ACTION REQUESTED 2022-642

MEETING: November 22, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Amendment to Agreement with Wendi Brown Creative Partners 5/1/2022 - 12/31/2022

RECOMMENDATION AND JUSTIFICATION:
Approve an Amendment to the Agreement with Wendi Brown Creative Partners (WBCP) for Interim HR Consulting Services Increasing the Amount by $40,000 for a New Not-To-Exceed Amount of $100,000; Authorize the Board of Supervisors Chair to Sign the Amendment; and Approve a Budget Action Moving Funds Within the HR Budget to Support the Amendment ($100,000).

The County entered into an agreement with WBCP on May 1, 2022, for interim human resources director services while the County recruited for a full-time director. The agreement was for a total amount of $60,000 with a term expiring December 31, 2022.

Unfortunately, recruiting efforts have not yet been successful and additional work has been required in support of the human resources division. This amendment is necessary to pay invoices related to this additional work. Savings from the vacant HR director position are sufficient to support the contract amendment.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The County Administrative Officer, under his purchasing agent authority, signed the Interim HR Consulting Services Agreement with WBCP effective May 1, 2022 through December 31, 2022.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
A negative action would result in non-payment of the outstanding invoice for the work that WBCP performed.

FINANCIAL IMPACT:
N/A. Funds have already been budgeted for this agreement.

ATTACHMENTS:
WBCP Interim HR Consulting Services (PDF)
WBCP Amendment(PDF)
WBCP BA 10.25.22 (PDF)

REF ID# 13433

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Marshall Long, Wayne Forsythe, Miles Menetrey
EXCUSED: Rosemarie Smallcombe

AGREEMENT ROUTING SHEET

To: *Danielle Bondshu or Tracy Gauthier* **Dept.:** *Clerk of the Board* **Date:** 11/18/2022

From: Elaine Scardino **Agreement with:** WBCP

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 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 instructions below. **Non-standard agreements will NOT be processed without County Counsel's approval.**)

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

Vendor Signator & Title: Wendi Brown, President *(Name of person signing the agreement, and their title)*
Vendor Email: wendi@wbcpinc.com *(Email of signee)*

For: Interim Human Resources Consulting Services *(Provide a brief description of the service provided or product purchased, i.e. "Police service dog training", "Annual Senior Health Fair", etc.)*
Term: 05/01/2022 - 12/31/2022 *(Enter beginning "to" end. Must be 1 year 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.)

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

☐ **BOARD ACTION** M/Traq ID # or Res No.: _____ Scheduled Date: _____

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

☐ $_____ **DEPARTMENT HEADS, Under $10,000 (**MCC Section 3.08.050):
Assistant Purchasing Agents (Department Heads) are authorized to obtain services, supplies and equipment; (Amount limited to what is budgeted and must be a one year, or less, contract term.) ***(May not purchase or lease real property or storage space without the Purchasing Agent's approval.)***

☒ $50,000 **CAO as Purchasing Agent, Under $50,000** (MCC Section 3.08.090):
(Amount limited to what is budgeted and must be a one year, or less, contract term.)

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

☐ **INTERDEPARTMENTAL AGREEMENTS & MOUs** _____

DIGITAL SIGNATURE INSTRUCTIONS

A. DH/CAO Approvals:

- **If using the UNCHANGED County agreement template, proceed with routing to 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.)
  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.

B. BOARD Items:

- **Email a digital version of the agreement** *(indicating the pages needing to be signed)* **and this routing sheet to the Clerk of the Board's Office.**

ROUTING

- **HARD COPIES:** Route agreements and routing sheet via interoffice mail to Tracy or Danielle in the COB Department.
- **DIGITAL COPIES:** Combine agreement and new routing slip into one PDF document and email to Danielle (dwardle@mariposacounty.org) and Tracy (tgauthier@mariposacounty.org) in the COB's Office for procurement of signatures.

Attachment: WBCP Interim HR Consulting Services (RES-2022-642 : Amendment to Agreement with Wendi Brown Creative Partners 5/1/2022 -

Attachment: WBCP Interim HR Consulting Services (RES-2022-642 : Amendment to Agreement with Wendi Brown Creative Partners 5/1/2022 -

AGREEMENT FOR INTERIM HUMAN RESOURCES DIRECTOR CONSULTING SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 9th day of May, 2022, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and WBCP ("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 May 1, 2022 and terminate on December 31, 2022 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform 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 fifty thousand dollars ($50,000.00) 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.

(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.

Attachment: WBCP Interim HR Consulting Services (RES-2022-642 : Amendment to Agreement with Wendi Brown Creative Partners 5/1/2022 -

(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

Attachment: WBCP Interim HR Consulting Services (RES-2022-642 : Amendment to Agreement with Wendi Brown Creative Partners 5/1/2022 -

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:
WBCP
1730 Quail Circle
Roseville, CA 95661

COUNTY:
County Administrative Officer
County of Mariposa
P.O. Box 784
Mariposa, CA 95338

Attachment: WBCP Interim HR Consulting Services (RES-2022-642 : Amendment to Agreement with Wendi Brown Creative Partners 5/1/2022 -

Attachment: WBCP Interim HR Consulting Services (RES-2022-642 : Amendment to Agreement with Wendi Brown Creative Partners 5/1/2022 -

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 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 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

Attachment: WBCP Interim HR Consulting Services (RES-2022-642 : Amendment to Agreement with Wendi Brown Creative Partners 5/1/2022 -

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

Attachment: WBCP Interim HR Consulting Services (RES-2022-642 : Amendment to Agreement with Wendi Brown Creative Partners 5/1/2022 -

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

715E4E3EF63
Jay D Kimble
ZorroSign

Jay D. Kimble
County Administrative Officer

CONTRACTOR

715E4E3EF6D
ZorroSign

Wendi Brown
WBCP President

APPROVED AS TO LEGAL FORM:

715E4E3EF59
Steven W. Dahlem
ZorroSign

Steven W. Dahlem
County Counsel

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Exhibit A
SCOPE OF WORK

A. WBCP will provide the County of Mariposa with a Senior Consultant, Carl Crown, to advise and consult

the County Administrator, County department heads, staff, and the Board of Supervisors and act as the Interim Human Resources Director on matters related to human resources, labor and employee- employer relations and organizational development. This includes, but not limited to:

- Meet with elected officials, staff and leadership to define management goals and policy for human resource services, organizational development needs, labor relations and union negotiations.
- May act as the County's Chief negotiator as designated by the County Administrator/Board of

Supervisors.

- As directed by the Board of Supervisors/representative staff, advise, and represent the County in negotiations/meet and confer with bargaining units.
- Provide consultation with executive leadership, county staff and elected officials.
- Coordinate, manage and oversee the work of vendors, consulting firms and human resources staff on all matters related to Human Resources for the County.
- Review policies and procedures and provide recommendations.
- Assist in the preparation of documents for negotiations as appliable, participate in drafting proposals for negotiations, assist in the formulation and preparation of union proposals.
- Brief leadership and elected officials regularly on ongoing matters.

B. The County of Mariposa will provide WBCP, and Carl Crown, with information, support, services, office space, as needed; such as:

- Research current trends, practices, and community standards of other public employers on a variety of labor related issues;
- Coordinate meetings for the consultant and labor representatives, and other executives, elected officials, and other meetings with persons internally/externally;
- Current MOU's, background regarding past and current labor issues, organizational culture, and other factors and information that may influence the bargaining/negotiations process.
- Access to County Counsel and legal support to provide consultation on various labor law questions, including but not limited to terms and conditions of employment, labor practice, statutory changes, recent pension modifications, etc.
- Develop draft labor proposals, and other written documentation needed to perform said duties.

PROPOSED SCHEDULE:

- 25 – 30 Hours a week will be available to Mariposa County.
- To keep the cost of travel/lodging down, most of the services provided by WBCP/Carl Crown (Consultant) will be performed remotely from San Luis Obispo, CA.
- On occasion it may be required for Consultant to commute to the County. The County Administrator and the Consultant will work out the need for these in person meetings, however we recommend prescheduling placeholder dates every other week to accommodate and ensure dates are available for possible travel.

Attachment: WBCP Interim HR Consulting Services (RES-2022-642 : Amendment to Agreement with Wendi Brown Creative Partners 5/1/2022 -

Exhibit B
COST PROPOSAL

INTERIM HUMAN RESOURCE DIRECTOR CONSULTING SERVICES – Carl Crown

HR Director/HR Generalist Consulting Services	$190/hour[1]

WBCP staff

Project Management and Consulting Services (Wendi Brown)
$175/hour Analyst Support Services
$110/hour

Clerical Support Services	$40/hour
Travel Time	$75/hour[2]
Clerical	$40.00/Hour

WORKPLACE INVESTIGATIONS – Bill Landis/Carl Crown

Investigative Time	$125.00/Hour[1]
Testimony (Arbitration, Trials, Other Hearings)	$150.00/Hour
Travel Time	$50.00/Hour[2]
Clerical	$40.00/Hour

CLASSIFICATION AND COMPENSATION – Maggie Alexander

Investigative Time	$150.00/hr.[1] OR $450/per class search

EXPENSES WILL INCLUDE REIMBURSEMENT FOR TRAVEL WHICH MAY INCLUDE:

C.	Meals	Daily Per Diem
D.	Lodging	Actual Cost
E.	Mileage (if personal vehicle used)	IRS Rate
F.	Air Travel	Actual cost (economy)
G.	Rental Car	Economy Rate

1. All hourly rates rounded to the nearest ¼ hour.
2. Travel time billing is capped at a maximum distance of 3-hours, one-way (i.e., If PCI is required to travel in excess of 3-hours one-way to complete an investigation, the client is billed based on a 3-hour maximum one-way journey).
3. Per Diem based upon the local rate where Investigations occur.

Attachment: WBCP Interim HR Consulting Services (RES-2022-642 : Amendment to Agreement with Wendi Brown Creative Partners 5/1/2022 -

WBCP agrees to perform the activities defined in this proposal's totality, and Client agrees to pay for

identified services and related expenses as defined.

Attachment: WBCP Interim HR Consulting Services (RES-2022-642 : Amendment to Agreement with Wendi Brown Creative Partners 5/1/2022 -

FIRST AMENDMENT TO AGREEMENT FOR INTERIM HUMAN RESOURCES DIRECTOR CONSULTING SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR INTERIM HUMAN RESOURCES DIRECTOR CONSULTING SERVICES, is made and entered into this 8th day of November, 2022, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as **"County,"** and Wendi Brown Creative Partners (WBCP), hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated May 9, 2022, wherein **Contractor** agreed to provide interim human resources director consulting 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:

1. Paragraph 3, "COMPENSATION," is hereby amended to provide that an additional forty thousand dollars ($40,000) will be added to the original amount of sixty thousand dollars ($60,000), making the total compensation paid to **Contractor** the not-to-exceed amount of one hundred thousand dollars ($100,000).

Except as herein amended, the Agreement dated May 9, 2022, shall remain in full force and effect.

Attachment: WBCP Amendment (RES-2022-642 : Amendment to Agreement with Wendi Brown Creative Partners 5/1/2022 - 12/31/2022)

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
, Chair	[INSERT NAME/TITLE]
Board of Supervisors	
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Rene LaRoche	Steven W. Dahlem
Clerk of the Board	County Counsel

Attachment: WBCP Amendment (RES-2022-642 : Amendment to Agreement with Wendi Brown Creative Partners 5/1/2022 - 12/31/2022)

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
1001	0115	51111	Salaries			100,000
1001	0115	60301	General professional services		100,000	
				TOTALS	100,000	100,000

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.

DEPARTMENT HEAD SIGNATURE DATE

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

Attachment: WBCP BA 10.25.22 (RES-2022-642 : Amendment to Agreement with Wendi Brown Creative Partners 5/1/2022 - 12/31/2022)

MARIPOSA COUNTY

Assessor-Recorder · 209-966-2332

RESOLUTION - ACTION REQUESTED 2022-643

MEETING: November 22, 2022

TO: The Board of Supervisors

FROM: Vincent Kehoe, Assessor-Recorder

RE: Ratify Extension of Agreement with Avenu for County Recording System

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RECOMMENDATION AND JUSTIFICATION:
Ratify Amendment Three of the Agreement with Avenu Enterprise Solutions, LLC for Technology Products and Services for Document Recording Equipment Maintenance.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has ratified and approved annual extensions in prior years. This agreement extends the agreement until June 30, 2023.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Negative action would cause the County to lose the current document recording system so that we would not be able to record documents as required by law.

FINANCIAL IMPACT:
Already included in budget.

ATTACHMENTS:
Amendment No. 3 Agreement for Technology Products and Services (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Marshall Long, Wayne Forsythe, Miles Menetrey
EXCUSED: Rosemarie Smallcombe

REF ID# 13500

AVENU

Agreement for Technology Products and Services

Amendment No. 3

Avenu Enterprise Solutions, LLC

Mariposa County

This third amendment ("Amendment No. 3")is made by and between **Avenu Enterprise Solutions, LLC**, 5860 Trinity Parkway, Suite 120, Centreville, VA 20120 ("Avenu") and **Mariposa County**, P O BOX 35 MARIPOSA, CA 95338 ("Client").

RECITALS

WHEREAS on or about July 1, 2018, Avenu and Client entered into an Agreement for Information Technology Products and Services ("Agreement").

WHEREAS the initial term of the of the Agreement was for a period of one (1) year through June 30, 2019.

WHEREAS on or about July 9, 2019, Avenu and Client agreed to extend the term of the Agreement for a one-year period through June 30, 2020.

WHEREAS on or about July 1, 2021, Avenu and Client agreed to extend the term of the Agreement for an additional one-year period through June 30, 2022.

WHEREAS Avenu and Client now desire to extend the term of the Agreement for an additional one-year period through June 30, 2023.

NOW, THEREFORE, Avenu and Client (each individually a "party" and collectively, the "parties") agree as follows:

1. This Amendment No. 3 is effective on July 1, 2022 (Amendment Effective Date)

2. Section 2 (Term) of the Agreement as revised under Amendment No. 1 and Amendment No. 2, is modified further as follows:
   Add the following sentence to the end of the section:

   This Agreement is hereby extended through June 30, 2023, unless otherwise extend or terminated by the parties in accordance with the provisions of this Agreement ("Term").

3. As of the Amendment Effective Date, the price in Schedule A (Statement of Work), Section C (Payment and Rates), is deleted in its entirety and replaced with the following:

Services	Price
Annual Symphony Maintenance	$11,550.00 per year
Symphony Redaction Maintenance	$1,155.00 per year

Attachment: Amendment No. 3 Agreement for Technology Products and Services (RES-2022-643 : Ratify Extension of Agreement with Avenu for County

4. All other terms and conditions of the Agreement, except as modified by this Amendment No. 3, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned authorized representatives of Avenu and Client have executed this Amendment No. 3.

Avenu Enterprise Solutions, LLC

By: Carl Kumpf

Name: Carl Kumpf

Title: Chief Financial Officer

Date: 10/19/2022

Mariposa County

By: Vincent P. Kehoe

Name: VINCENT P. Kehoe

Title: ASSESSOR-RECORDER

Date: 10/24/2022

Attachment: Amendment No. 3 Agreement for Technology Products and Services (RES-2022-643 : Ratify Extension of Agreement with Avenu for County

AVENU

Avenu Enterprise Solutions, LLC.

CUSTOMER NO	DATE	Platform	Cost center (Sales support)
	6/17/2022	Symphony	

*Please use **new** customer number from the customer list.*

BILL TO: Mariposa County P.O. Box 35 Mariposa, CA 95338 Miami, FL 33130	SHIP TO: same

E-mail address: vkehoe@mariposacounty.org

CUSTOMER CONTACT: Vince Kehoe PHONE: 209-996-2332 P.O. NO.:

SALES REP: Tanmin Rima REP'S NO.:

TERM START DATE 7/1/2022 END DATE 6/30/2023

PRODUCT CODE	PRODUCT DESCRIPTION	QTY	UNIT PRICE	SALES AMOUNT
				$ -
	Fujitsu Scanner Maintenance	1	2,459.00	$ 2,459.00
	Kofax Ascent Capture Maintenance	1	974.000	$ 974.00
	Mentis AiRedact Maintenance	1	3,900.000	$ 3,900.00
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
8840104	Freight - At Cost As Needed			$ -

SPECIAL INSTRUCTIONS

SUBTOTAL	$ 7,333.00
TAX % i.e. .08 or .0725	
SALES TAX	
FREIGHT F.O.B.	
TOTAL	$ 7,333.00

CUSTOMER ACCEPTANCE: I hereby accept the terms and conditions of this Sales Order Agreement included in page 2, and authorize Avenu to proceed on this matter as set forth herein.

CUSTOMER SIGNATURE: Vincent P. Kehoe *DATE:* 10/24/22

PRINTED NAME: VINCENT P. KEHOE

AVENU SIGNATURE: Carl Kumpf DATE: 10/19/2022

Attachment: Amendment No. 3 Agreement for Technology Products and Services (RES-2022-643 : Ratify Extension of Agreement with Avenu for County

Terms and Conditions:
Payment Terms: Customer agrees to remit payment to Avenu within 30 days from issuance of invoice.
Limited Warranty: Hardware and Commercial Software Warranties: If third-party hardware and/or commercial software is furnished under this Agreement, then Avenu shall, to the maximum extent allowable by said third-party vendors, pass-through to the Customer all manufacturers' warranties for materials furnished under this agreement. Avenu shall provide only the standard manufacturers' warranties, guarantees, and/or exchange policies for defective items, which are offered through the manufacturers themselves. AVENU MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO THE HARDWARE AND COMMERCIAL OFF-THE-SHELF SOFTWARE, IN WHOLE OR IN PART. AVENU EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
Rights to Third Party Software: Rights to third party commercial off-the-shelf software provided by third-party software vendors, including "shrink wrap" and "click wrap" software, are subject to the provisions of the software licenses provided by those third-party software vendors, and Customer understands and agrees that acceptance and use of such third-party software shall be deemed an acceptance of the terms and conditions of the licenses. Client further agrees to use the third party software in accordance with the terms of those licenses. In the event Client requested Avenu to install third party software that contains "shrink wrap" or "click-wrap" software Client hereby authorizes Avenu to accept such "shrink wrap" or "click-wrap" software on behalf of the Client when the software is installed.
Limitation of Liability: IN NO EVENT SHALL AVENU BE LIABLE TO THE CUSTOMER HEREUNDER FOR ANY CLAIMS, PENALTIES OR DAMAGES, WHETHER IN CONTRACT, TORT, OR BY WAY OF INDEMNIFICATION, IN AN AMOUNT EXCEEDING TEN PERCENT (10%) OF THE FULL PRICE OF THE ORDERED GOODS AND SERVICES UNDER THIS AGREEMENT. UNDER NO CIRCUMSTANCES WILL AVENU BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY. THIS LIMITATION SHALL APPLY EVEN IF CUSTOMER HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT MAY ANY ACTION BE BROUGHT AGAINST AVENU ARISING OUT OF THIS AGREEMENT MORE THAN ONE YEAR AFTER THE CLAIM OR CAUSE OF ACTION ARISES, DETERMINED WITHOUT REGARD TO WHEN THE AGGRIEVED PARTY SHALL HAVE LEARNED OF THE INJURY OR LOSS. UNDER NO CIRCUMSTANCES WILL AVENU BE RESPONSIBLE FOR THE LOSS OF DATA OR SOFTWARE.
Force Majeure: Neither party to this agreement shall be responsible for delays or failures in performance resulting from an act of God, war, civil disturbance, labor dispute, or other cause beyond the reasonable control of such party.
Ownership of Data: Customer will retain all title, rights, and ownership of all data, including associated indexes, film, and other data provided to Avenu, whether stored on magnetic tape, magnetic disk, CD-ROM disk (or other "like" electronic media that may be used).
Risk of Loss & Title: Avenu shall bear the risk of loss or damage to any hardware and commercial software provided under this agreement, while in transit to the Customer's designated delivery or installation site. The Customer shall bear all risk of loss or damage to the hardware and commercial software after delivery to the Customer site, unless such loss or damage is due to the negligence or willful acts of Avenu, its employees, agents, representatives or subcontractors. Title and risk of loss to the hardware and commercial software shall pass to the Customer upon the date products were delivered to the customer's site.
Returns: Customer may return hardware and commercial software products purchased from Avenu within 15 days from the date products were delivered to the Customer's site.
Termination for Breach: If Customer materially breaches any of the terms and conditions set forth in this agreement or fails to perform the obligations set forth in this Agreement and fails to cure the breach or failure within ten (10) calendar days (or other reasonable period stated in the notice) after receipt of written notice specifying the basis for the breach or failure to perform, Avenu may terminate this agreement for breach. Termination by Avenu shall be effective upon written notice to Customer. Customer agrees to discontinue use of all Avenu-owned materials no later than the effective date of termination and return such Avenu-owned materials to Avenu within thirty (30) calendar days after termination.
Entire Agreement: The contents of this agreement constitute the entire understanding and agreement between the parties and supersede any prior agreements, written or oral, that are not specifically referenced and incorporated in this agreement. The terms and conditions of this agreement shall not be changed or modified except by written agreement signed by both parties. The parties agree that in event Client provides Avenu with a purchase order, or any other document, containing terms or conditions that are in addition to, or in conflict with, the terms and conditions contained in this agreement, such additional and/or conflicting terms shall be deemed null and void.
Work being performed by Avenu throughout the project is earned as completed; therefore, in the event the Customer cancels this sales order without cause, the Customer shall equitably compensate Avenu for all services performed through the effective date of the cancellation.
Stop Work: Avenu is entitled to stop work on this Agreement when the funding or cost limit specified on page 1 is reached. Under no circumstances will Avenu be required to perform services or provide deliverables in the absence of available funding.

Attachment: Amendment No. 3 Agreement for Technology Products and Services (RES-2022-643 : Ratify Extension of Agreement with Avenu for County

MARIPOSA COUNTY

Board of Supervisors · 209-966-3222

RESOLUTION - ACTION REQUESTED 2022-644

MEETING: November 22, 2022

TO: The Board of Supervisors

FROM: Marshall Long, District III Supervisor

RE: Letter of Supprotto the PUC

RECOMMENDATION AND JUSTIFICATION:
Approve a Letter of Support to the Public Utilities Commission (PUC) for the Lack of Service from TDS Within District Three (Supervisor Long); and Authorize the Board of Supervisors Chair to Sign the Letter.

Areas of District three often go without phone or internet service for 2 weeks at a time. This hinders their ability to call 911 or communicate with loved ones as cellular service in the area is also poor.

Several complaints have been made to the PUC regarding TDS with no resolution. This letter would be sent in hopes that it helps

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has approved letters of support in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve this letter and the District 3 area may not see a resolution.

ATTACHMENTS:
PUC Letter - TDS Telecom (DOCX)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Marshall Long, Wayne Forsythe, Miles Menetrey
EXCUSED: Rosemarie Smallcombe

November 22nd, 2022

California Public Utilities Commission
Consumer Affairs Branch
505 Van Ness Avenue
San Francisco, CA 94102-3298

RE: TDS Telecom Service in areas of Mariposa County

To whom it may concern,

On behalf of the Board of Supervisors, as Chair, I urge you to investigate the lack of service being provided to the Mariposa County residents by TDS Telecom. Many of the residents within District 3 of Mariposa County including Cathey's Valley, Exchequer, Hornitos, Bear Valley, and Mt. Bullion rely on a landline for all communications due to cellular service being spotty or non-existent. The service from this provider has been woefully below par for many years.

It is our understanding that many complaints against this company have been previously submitted. Recently, consumers have had to deal with service outages up to two weeks. Mariposa County is a high fire danger area, without a landline or internet service, individuals cannot dial 911 if there is a fire or a life-threatening emergency.

We support our constituents' complaints and ask that this company be held accountable for their lack of service to these areas. We hope you will investigate and come to a swift resolution for the safety and well-being of our community.

Sincerely,

Rosemarie Smallcombe, Chair
Mariposa County Board of Supervisors

Attachment: PUC Letter - TDS Telecom (RES-2022-644 : Letter of Supprotto the PUC)

MARIPOSA COUNTY

Clerk of the Board of Supervisors · (209) 966-3222

MEETING: November 22, 2022

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: CAO (Purchasing Agent) Signed Agreements

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 of 2022.

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.

ATTACHMENTS:
CAO approved agreements 11-22-22 (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Marshall Long, Wayne Forsythe, Miles Menetrey
EXCUSED: Rosemarie Smallcombe

BOARD REPORT ON CAO EXECUTED CONTRACTS

Board Agenda Item for November 22, 2022

Contractor	Amount	Term	Service	Department
Self-Help Enterprises	$5,000	10-18-22 to 10-1-23	Grant Services	Admin
ADOBE VIP	$24,448	11-5-22 to 11-4-23	ADOBE IP Team Account Renewal	Admin
Economic and Planning Systems, Inc.	$48,620	11-17-22 to 7-5-23	County Retail Demand Market Study	Admin
Openheimer Investigations Groups, LLP	$25,000	10-1-22 to 12-31-22	Workplace Investigation	HHSA
County of Napa	$25,000	9-29-22 to 9-28-23	Interim Shelter Services Officer	HHSA
McGrady & Sons Heating and Cooling, Inc.	$45,000	8-1-22 to 6-30-23	HVAC Services	HHSA
Yosemite Glass and Window	$35,000	5-1-22 to 12-31-22	Bullet Proof Glass	HHSA
PA= Purchasing Agent (CAO)				
APA= Assistant Purchasing Agent (Department Head)				

Attachment: CAO approved agreements 11-22-22 (2022-102 : CAO (Purchasing Agent) Signed

MARIPOSA COUNTY

Clerk of the Board of Supervisors · (209) 966-3222

MEETING: November 22, 2022

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Department Head Signed Agreements

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 of 2022.

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.

ATTACHMENTS:
Department Head approved agreements 11-22-22 (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Marshall Long, Wayne Forsythe, Miles Menetrey
EXCUSED: Rosemarie Smallcombe

BOARD REPORT ON DEPARTMENT HEAD EXECUTED CONTRACTS

Board Agenda Item for November 22, 2022

Contractor	Amount	Term	Service	Department
Davis Guest Home	$20,000	7-1-22 to 6-30-23	Residential Care Service	HHSA
E & E Transportation, LLC	$20,000	8-1-22 to 12-31-22	Transportation Services	HHSA
Palomar Plumbing	$8,000	7-1-22 to 6-30-23	Plumbing Services	HHSA
Yosemite Falls Well Drilling	$5,000	8-1-22 to 9-30-22	Well Repair Service	HHSA
Yosemite Glass & Window	$10,000	9-1-22 to 12-30-22	Installation Services	HHSA
Lice Clinics of America	$2,500	7-1-22 to 6-30-23	Dermatology Services	HHSA
Trish Timmons	$2,500	9-1-22 to 6-30-23	CPR/AED Training Services	HHSA
Yosemite Pest Control	$4,000	7-1-22 to 6-30-23	Pest Control	HHSA
47th Place Carpet One Floor & Home	$6,000	10-14-22 to 12-31-22	Carpet Replacement at Probation	PW
ACTEnviro	$9,276	6-15-22 to 12-31-22	Removal of Hazardous Materials at County Airport	PW
AMCS Group, Inc	$3,047	6-1-22 to 5-31-23	Service for PC Scales Software at Landfill	PW
Apex Valley Roofing, Inc.	$14,380	11-1-22 to 6-30-23	Parks & Rec Roof Replacement	PW
Mountain Air Seemless Rain Gutters	$7,000	10-1-22 to 12-31-22	Gutter Installation at Various County Buildings	PW
Musco Sports Lighting, LLC	$950	10-7-22 to 10-6-23	Light Scheduling at Various County Parks	PW
R & S Erections Tri-County, Inc.	$475	8-26-22 to 9-30-22	Repair Roll-up Doors at Don Pedro Fire Station	PW
DL Weiland	$20,000	7-1-22 to 6-31-23	General Construction	SO
Johnson Industrial	$20,000	7-1-22 to 6-30-23	Plumbing and Piping Services	SO
Summit Electric	$20,000	7-1-22 to 6-30-23	Electrical Services	SO
PA= Purchasing Agent (CAO)				
APA= Assistant Purchasing Agent (Department Head)				

Attachment: Department Head approved agreements 11-22-22 (2022-103 : Department Head Signed

MARIPOSA COUNTY

Clerk of the Board of Supervisors · (209) 966-3222

RESOLUTION - ACTION REQUESTED 2022-645

MEETING: November 22, 2022

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Ratify the Assessor-Records Signature Rutan and Tucker Agreement

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RECOMMENDATION AND JUSTIFICATION:
Ratify the Assessor-Recorders Signature on a Representation Agreement with Rutan and Tucker for Legal Services on the matter of Yosemite Hospitality, LLC Property Tax Appeal.

This agreement is for legal counsel for the Assessor Recorder in relation o the property tax appeal for Yosemite Hospitality, LLC.

Under Board of Equalization rules, County Counsels office can represent the Board of Equalization and the Clerk of the Board of Equalization. County Counsel will not sign this agreement as to legal form due to conflict as he is representing the Board of Equalization.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has approved agreements in the past for legal services.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not ratify this agreement and the Assessor-Recorder will go unrepresented in this property tax appeal.

FINANCIAL IMPACT:
This agreement will be paid out of the Assessment Appeal budget.

ATTACHMENTS:
BOE - Assessor Legal Counsel Agreement (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Marshall Long, Wayne Forsythe, Miles Menetrey
EXCUSED: Rosemarie Smallcombe

REF ID# 13542

RUTAN
RUTAN & TUCKER, LLP

William M. Marticorena
Direct Dial: (714) 641-3416
E-mail: bmarticorena@rutan.com

August 26, 2022August 15, 2022August 15, 2022

Vincent P. Kehoe
Mariposa County Assessor-Recorder
Hall of Records
P.O. Box 35
4982 10th Street
Mariposa, CA 95338

Re: Representation Letter

Dear Mr. Kehoe:

Thank you for asking Rutan & Tucker, LLP ("Rutan") to provide legal services with respect to you, Vincent P. Kehoe as Mariposa County Assessor-Recorder. This letter sets forth our proposal for the basic terms of the engagement and the arrangement for fees and costs that will apply to the engagement.

If you have any questions about these provisions, or if you would like to discuss possible modifications, do not hesitate to call. Otherwise, if you agree, please sign the enclosed copy of this letter in the space provided below. We are pleased to have the opportunity to serve you.

1. *Client; Scope of Representation.* Our client in this matter will be Vincent P. Kehoe as Mariposa County Assessor-Recorder. We will be engaged to represent you in relation to the property tax appeal of Yosemite Hospitality, LLC, as a subsidiary of Aramark and the concessionaire for Yosemite National Park ("Aramark"). You may limit or expand the scope of our representation from time to time, provided that we must agree to any substantial expansion or limitation of the representation. The firm will perform these services, will take reasonable steps to keep you informed of progress, respond to your inquiries, and will consult with you as necessary. This letter covers all preliminary work we have already performed, as well as future services we will perform.

2. *Duties of Client.* You agree to timely provide us such information, assistance and cooperation as is necessary for us to effectively perform our services and to timely pay our bills for fees, costs and expenses as further described herein.

3. *General Terms; Fees and Expenses.* To assist you in understanding our billing practices and other general terms, I enclose a copy of our current Policy on Professional Fees and General Terms of Engagement (the "General Terms"). The General Terms are incorporated in this letter. The General Terms describe the ranges of hourly rates for our attorneys and paraprofessionals and our policies regarding reimbursement of costs and expenses. Please specifically note that the current hourly rate for William M. Marticorena, the lead attorney for this matter as well as all other attorneys which may work on this matter, is $300. The hourly rate will increase five percent (5%) on January 1 of each year commencing January 1, 2024.

4. *Term of Engagement.* In accordance with the General Terms, either of us may terminate the engagement at any time for any reason by written notice, subject on our part to applicable Rules of Professional Conduct.

Attachment: BOE - Assessor Legal Counsel Agreement (RES-2022-645 : Ratify the Assessor-Records Signature Rutan and Tucker Agreement)

5. *Conflicts in this Matter*. We cannot, without appropriate consents, represent any party if there is a conflict of interest with any of our other clients. In order to avoid conflicts of interest among our clients, we maintain an index of relevant names. In connection with this matter, we have searched our index for the following names: (i) Aramark and (ii) Mariposa County. We have not discovered any actual conflict which requires further action before undertaking our representation. The conflict check revealed that Rutan has, in the past represented Aramark and entities related to Aramark on specific legal matters which were completely unrelated to Mariposa County or property taxation. From 2017-2018, Rutan represented Aramark in relation to a specific employment dispute. In addition, in 2018, Rutan represented Ameripride Serices, LLC, which I believe is a subsidiary of Aramark, in relation to a different employment dispute. We do not currently, and have not since 2018, represented Aramark or any related entity in relation to any matter. Neither of these identified matters, in anyway, relate to or affect our representation of you or create any legal impediment to our representation of you in relation to the property tax appeal. Please advise us, at or before the time you return the signed copy of this letter, if you know of any other individuals or entities which may be involved in this matter. In addition, please inform us at once if you learn in the future of other persons or entities who may be involved so we can make a conflict of interest search with respect to them.

6. *Conflicts Waiver*. In undertaking this representation, our objective is to represent you to the best of our ability without forfeiting the continuing representation of our general clients. One purpose of this letter, therefore, is to avoid our disqualification from representing clients which we represent on a more general basis or which we regularly represent in particular matters or controversies. Given the limited nature of our representation, there are certain conditions to our engagement which we would like to explain to you and to which we would like to secure your approval and consent. Rutan & Tucker, LLP is a large law firm which has represented, and continues to represent, many different corporate and individual clients with various interests in numerous industries. It is possible that, during the time we are representing your interests in this matter, you may become involved in transactions and/or disputes in which your interests are adverse to those of one of the firm's present or future clients. Therefore, as a specific condition to our undertaking your representation, you understand and agree that this firm may continue to represent or may undertake in the future to represent existing or new clients including Aramark, in relation to or against any adverse party other than Mariposa County or any person/entity under its common control in any matter that is not substantially related to our work for you.

This letter and the attached General Terms constitute the entire agreement between you and Rutan & Tucker, LLP with respect to our engagement. No prior oral or written understanding shall be of any force or effect with respect to these matters. This agreement may not be modified, except by a document in writing executed by both parties. A waiver of any party of any breach of any of the conditions, terms or time requirements under this letter shall not be construed as a waiver of any succeeding breach. This letter may be executed in multiple counterparts, each of which shall be deemed an original.

Please review this letter and the General Terms attached hereto carefully. If the terms and conditions of our representation and the billing arrangements under this agreement meet with your approval, please sign the enclosed copy of this letter and return it to me. Please call if you have any questions.

Once again, we are pleased to have this opportunity to work with you.

Very truly yours,

RUTAN & TUCKER, LLP

William M. Marticorena

William M. Marticorena

Enclosure

ACCEPTED AND AGREED:

By: Vincent P. Kehoe

Name: Vincent P. Kehoe

Title: Mariposa County Assessor-Recorder

Attachment: BOE - Assessor Legal Counsel Agreement (RES-2022-645 : Ratify the Assessor-Records Signature Rutan and Tucker Agreement)

Rutan & Tucker, LLP | 18575 Jamboree Road, 9th Floor
Irvine, CA 92612 | 714-641-5100 | Fax 714-546-9035
Orange County | Palo Alto | San Francisco | www.rutan.com

POLICY ON PROFESSIONAL FEES AND GENERAL TERMS OF ENGAGEMENT

Professional Fees and Billing Procedures.

Experience has shown that the attorney-client relationship works best when there is a mutual understanding about fees and payment terms. The following is intended to explain briefly our present billing policies and procedures. These policies and procedures are subject to change. We encourage you to discuss with us at any time any questions you might have concerning these policies and procedures.

Unless otherwise agreed in writing by you and us, our professional fees will be based on the hourly rates of the attorneys and paraprofessionals working on your matter(s). Our hourly rates for attorneys and paraprofessionals are adjusted from time to time as provided in the Representation Letter and generally as of January 1st of each year.

Rutan & Tucker, LLP bills its clients for costs advanced on a client's behalf, such as filing fees, transcript and deposition fees, reasonable travel expenses, and expert witness fees. The firm also charges for certain costs and expenses incurred on behalf of clients such copying, postage, mileage, messengers, and computerized research. Notwithstanding the foregoing, we may forward to you large disbursement invoices for your direct payment to the supplier.

We make every effort to include disbursements in the statement for the month in which the disbursements are incurred. Some disbursements, however, may not be available to us until the following months, in which case a subsequent statement may be rendered to you for these additional charges, or an estimated amount may be included in the initial billing and an adjustment made when the actual disbursement information is available.

In the absence of other arrangements, our billing statements ordinarily will be rendered to you on a monthly basis.

Our billing statements are due and payable upon receipt. We ask and expect payment of our statements on a current basis, as delayed payment adds to our overall costs of providing services. Unless you notify us of any objection to any such billing statement (specifically describing the basis for such objection), within thirty (30) days after the date we send the billing statement to you, we will presume that you have no objection to the amounts set forth in the billing statement.

Unless specifically agreed in writing, we cannot make any guarantee as to the amount which you will incur for attorneys' fees and costs in any matter, as those figures will wholly depend on the time and effort required to be devoted to such matter. Any estimates of anticipated fees and costs, whether for budgeting purposes or otherwise, are, due to the uncertainties involved, necessarily only an approximation of potential fees and costs. Unless specifically agreed in writing, such estimates are not a maximum or minimum quotation and are not binding. The actual fees and costs will be determined in accordance with the policies described above.

General Terms.

Either of us may terminate the engagement at any time for any reason by written notice, subject on our part to applicable Rules of Professional Conduct. If we terminate the engagement, we will take such steps as are reasonably practicable to protect your interests in the matter(s) for which we have been engaged. If you so request, we will use reasonable efforts to suggest to you possible successor counsel and provide it with whatever documents you have provided to us, but will retain materials that we have generated, as noted below.

Unless previously terminated, our representation of you in any matter will terminate upon our sending to you our final invoice for services rendered for such matter. Upon the termination of such representation, our own lawyer work product documents, notes and files (the "Work Product Files") pertaining to your matter will be retained by the firm. Your documents, property

Attachment: BOE - Assessor Legal Counsel Agreement (RES-2022-645 : Ratify the Assessor-Records Signature Rutan and Tucker Agreement)

and files that are not Work Product Files (the "Client Files") will be, at your request, returned to you upon the termination of such representation. Both the Client Files (unless otherwise returned to you at your request) and the Work Product Files will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents, property, files or other materials retained by us within a reasonable time after the termination of the engagement. Specifically, it is our current policy to store your Client Files for a period of five (5) years and at the conclusion of such five (5) year period we will make an attempt to contact you as to the disposition of your Client Files, but if we are unable to locate you, we reserve the right to destroy such Client Files.

In the performance of our services, you may disclose personal information about individuals to us, including personal information we collect on your behalf. In doing so, you acknowledge that such disclosure is pursuant to a business purpose and not for commercial purposes. In performing our services, we shall not: (a) sell personal information; (b) retain, use or disclose the personal information for any purpose other than for the performance of its services; (c) retain, use, or disclose personal information for commercial purposes; or (d) retain, use, or disclose personal information outside of our direct business relationship. We certify that we understand these restrictions and will comply with them. Notwithstanding the foregoing, we may have legal and/or ethical obligations which may mandate the processing (including the collection, use, disclosure, deletion, or retention) of personal information disclosed to us by you. Rutan & Tucker, LLP shall not be liable for the processing of personal information that is, or is reasonably believed to be, necessary for: (v) compliance with a federal, state, or local law; (w) compliance with a civil, criminal, or regulatory inquiry, investigation, subpoena, or summons by federal, state, or local authority; (x) cooperation with law enforcement agencies concerning conduct or activity that it believes may violate a federal, state, or local law; (y) the exercising or defending of legal claims; (z) compliance with our ethical duties. Moreover, the processing restrictions placed upon us in this paragraph shall not apply where compliance with such restriction(s) would violate an evidentiary privilege under California (or other states') law, and shall not prevent us from providing personal information of an individual to a person covered by an evidentiary privilege under California (or other states') law as part of a privileged communication. For purposes of this section, "personal information" means information that identified, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household. Personal information does not include publicly available information, deidentified information, or aggregate consumer information.

You are engaging the firm to provide legal services in connection with specific matter(s). After completion, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you actually engage us after these matters have been completed to provide additional advice on issues arising from these matters, this firm has no continuing obligation to advise you with respect to future legal developments. In particular, please be advised that this firm does not undertake to perform further actions on your behalf in connection with renewal of perfection of liens, filing of UCC continuation statements, and the like in connection with any loan related matter. Further, we do not offer the service of annuity/maintenance fee payments with respect to patent prosecution.

We have made no representations, promises or guarantees to you regarding the outcome of your matter. Any comments about the outcome of your matter at any time during the performance of services do not constitute promises, guarantees, or assurances, as to the outcome of your matter.

Unless otherwise agreed in a signed writing, the firm shall have no responsibility to investigate or evaluate whether insurance is available for any matter covered by this engagement or to tender any matter covered by this engagement to any insurance carrier.

If we are required to respond to a subpoena of our records relating to services we have performed for you, or testify by deposition or otherwise concerning such services, then we will take reasonable steps to consult with you as to whether you wish to supply the information demanded or assert objections to the extent you may properly do so. You agree to pay us for our time and costs incurred in responding to any such demand, in accordance with the provisions of this letter, including, but not limited to, time and expense incurred in search and photocopying costs, reviewing documents, appearing at depositions or hearings, and otherwise litigating issues raised by the request.

In order to maximize efficiency, please be advised that attorneys and paraprofessionals at

Attachment: BOE - Assessor Legal Counsel Agreement (RES-2022-645 : Ratify the Assessor-Records Signature Rutan and Tucker Agreement)

this firm routinely use the following communications methods to the fullest extent possible: email, document transfer by computer, mobile telephones, and facsimile transfers.

Although not required in California, some states require that a law firm disclose the existence of errors and omissions insurance coverage applicable to the services to be rendered. Rutan & Tucker, LLP hereby confirms the existence of such insurance coverage for the purposes of complying with such a requirement.

Duty to Preserve Relevant Evidence in the Event of Litigation or Disputes.

If you are currently involved in a dispute which has resulted or is likely to result in litigation, or if you become involved in such a dispute at a later date, please be aware that you have a legal obligation to preserve "documents and data" potentially relevant to any such dispute. In addition to the obvious fact that we may need the evidence to help prove or defend your case, the primary reason we need to tell you about this obligation is because, if you do not take such steps, you could suffer severe sanctions in any litigation (or arbitration) that might arise. Those sanctions could include, among others, direct and substantial monetary sanctions, "issue sanctions", resulting in a directed finding against you on certain issues in the case, or even possibly a directed judgment against you, resulting in loss of the entire case.

Compliance with the obligation to preserve all potentially relevant evidence may not be as easy as it sounds. Preservation obligations include, for example, the obligation to suspend normal document destruction routines and otherwise protect against inadvertent deletion of evidence, especially electronic evidence. You need to notify and work with all of your employees and managerial personnel who might possess any such evidence, and consider all of the places where such evidence might be located, such as, e.g., home computers, laptop computers, cell phones, backup devices, and a wide range of other electronic devices and physical locations outside your normal offices and outside your network. You also need to evaluate the extent to which any of your agents, outside professionals, or consultants may have evidence which should be preserved. Furthermore, all of this needs to be documented.

We ask that you coordinate with our professional staff to ensure that proper steps have been taken to preserve all potentially relevant evidence, including electronic evidence whenever litigation, or a dispute which may lead to litigation, arises. To the extent that you have qualified and sophisticated in-house personnel experienced with document preservation activities, such coordination may simply consist of providing us with the documentation reflecting the steps taken and review of that documentation and the processes reflected. To the extent you do not have such in-house capabilities, our staff can help lead you through the process. In either event, it is very important for us to confirm the steps that have been taken so that we can later both establish your compliance with the obligation to preserve potentially relevant evidence and also utilize the documentation to coordinate the efficient identification, retrieval, and production of evidence for the presentation of your case.

Please let me know if you have any questions and, in any event, please let me know who within your organization would be best to coordinate these efforts so that I can put them in touch with our staff.

/0-0
0 0 a08/15/22

Attachment: BOE - Assessor Legal Counsel Agreement (RES-2022-645 : Ratify the Assessor-Records Signature Rutan and Tucker Agreement)

MARIPOSA COUNTY

District Attorney · (209) 966-3626

RESOLUTION - ACTION REQUESTED 2022-646

MEETING: November 22, 2022

TO: The Board of Supervisors

FROM: Walter Wall, District Attorney

RE: Approve Amendment to Agreement with Hoffman Electronic Systems

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RECOMMENDATION AND JUSTIFICATION:
Approve First Amendment to the Three-Year Agreement with Hoffman Electronic Systems for Alarm System and Monitoring, Camera System and Monitoring, and Access Control and Monitoring for the District Attorney's Office Building; and Authorize the Board of Supervisors Chair to Sign the Amendment.

In addition to providing alarm monitoring for the majority of the main building of the District Attorney's Office, this requested amendment will expand the agreement scope of work to install additional access control and monitoring to two more entrance doors, and one door of the adjoined Victim Witness building.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors approved an agreement with Hoffman Electronic Systems to support the County buildings occupied by the Public Works office on August 24, 2021, through Resolution No. 2021-498.

The Board of Supervisors approved an agreement with Hoffman Electronic Systems to support the County building occupied by the District Attorney's office on November 2, 2021, through Resolution No. 2021-615.

The Board of Supervisors approved three-year agreement with Hoffman Electronic Systems to support the County building occupied by Health and Human Services Agency on December 7, 2021, through Resolution No. 2021-656.

The Board of Supervisors approved an amendment to a three-year agreement with Hoffman Electronic Systems to support the County building occupied by Health and Human Services Agency on June 14, 2022, through Resolution No. 2022-334.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If not approved, several main entrances to the District Attorney's Office and Victim Witness Office will lack appropriate security to safeguard confidential and D.O.J. protected information as well as the safety of employees.

REF ID# 13519

FINANCIAL IMPACT:
Available Funds from Victim Witness will be utilized which will not affect the General Fund.

ATTACHMENTS:
21-605 - Hoffman Alarm agreement - 11-2-21 (PDF)
Mariposa County District Attorney (Access Control Exterior Door Add On) (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Marshall Long, Wayne Forsythe, Miles Menetrey
EXCUSED: Rosemarie Smallcombe

MARIPOSA COUNTY

District Attorney · (209) 966-3626

RESOLUTION - ACTION REQUESTED 2021-605

MEETING: November 2, 2021

TO: The Board of Supervisors

FROM: Walter Wall, District Attorney

RE: Approve an Agreement with Hoffman Electronic Systems for Alarm System for the DA's Office

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RECOMMENDATION AND JUSTIFICATION:
Approve Three Year Agreements with Hoffman Electronic Systems for Alarm System and Monitoring, Camera System and Monitoring, and Access Control and Monitoring for the Mariposa County District Attorney's Office Building; and Authorize the Board of Supervisors Chair to Sign the Agreements. The District Attorney's Office currently does not have an alarm system. No alarm system leaves sensitive information within the office vulnerable.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors Must Approve all Multi-Year Contracts.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If not approved, the District Attorney's Office will not be monitored leaving sensitive DOJ information vulnerable.

FINANCIAL IMPACT:
Available Funds from AB109 will be utilized which will not affect the General Fund.

ATTACHMENTS:
DA Alarm System (PDF)
DA Camera System (PDF)
DA Access Control (PDF)

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Miles Menetrey, District V Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

Attachment: 21-605 - Hoffman Alarm agreement - 11-2-21 (RES-2022-646 : Approve Amendment to Agreement with Hoffman Electronic

Fresno Area:
90 E. Escalon Ave. #120
Fresno, CA 93710
(559) 292-7871
ACO # 4638
Con. Lic. 484100

HOFFMAN
ELECTRONIC SYSTEMS
Security for Home & Business
Burglary, Fire, Access, Cameras
Who's Watching Your Home or Business?

Merced Area:
2301 Aviation Dr.
Atwater, CA 95301
(209) 384-3305
(800) 972-0003
(209) 722-1107-Fax
HoffmanElectronics.com

SALE AND/OR INSTALLATION AND SERVICES AGREEMENT - Retail Installment Contract

THIS AGREEMENT is made this 6th day of October 2021 by and between Hoffman Electronic Systems, a California corporation ("Hoffman"), Subscriber named below.

SUBSCRIBER	DESCRIPTION OF JOB
Office of the District Attorney(Mariposa) 5085 Bullion Street, Mariposa, Ca 95338	Access Control 5085 Bullion Street, Mariposa, Ca 95338

1. SALE AND/OR INSTALLATION AND SERVICES. We will (check one box as applicable):

☑ Sell and install, and provide warranty and after-warranty repair service, and provide the other services for, the security systems described below(individually or collectively th "System"); OR

☐ Install, provide repair service, and provide the other services for the System, in which case **THE SYSTEM SHALL REMAIN OUR SOLE PROPERTY A IS PROVIDED AS PART OF THE SERVICE.** Price and payment terms for monitoring service is included herein, and monitoring service is provided pursuant to terms and conditions of our Agreement executed by Subscriber.

Signs and decals to remain the property of Hoffman under any circumstances.

System and Services Description

1 EA	Labor	4 EA	Electric Door Strike
1 EA	Power Supply 12V,24V, + 2 batteries, Xformer	1 EA	MAG LOCK
1 EA	Power Supply 6V,12V,24V w/battery & Xformer	1 EA	Touch Sense Bar
5 EA	Access Control Module	1 EA	Security APP
5 EA	Card Reader	1 EA	Conduit & Fittings

Hoffman to install Access control on 5 doors. System will be under extended warranty and maintenance agreement covering all service, repair and replacement of all equipment provided by Hoffman Security.

Approximate Installation Starting Date: 10/20/2021 Approximate Installation Completion Date: 11/10/2021

Starting the installation of wiring and/or delivery of equipment to your premises will constitute substantial commencement of the work to be performed. Upon completion of the installation, we will thoroughly instruct you in the proper use of the System. Subscriber will, at Subscriber's sole expense, obtain and keep in effect during the entire term of this Agreement, all permits, licenses, plan checks and similar governmental requirements that may be required for the installation and use of the System.

2. PRICE; PAYMENT; TERM; FINANCIAL DISCLOSURES

SALES/INSTALLATION PRICE	$13,595.00	MONITORING SERVICE	$50.00/MONTH
(Sales Tax Included in Installation Price)		Includes:	

☑ Cell	☑ Total Control App	☐ ZWave Control	☐ Entre
☐ Open/Close Reports	☐ UL Certification	☐ Camera Control	☐ Instant Eye Witne
☐ Camera Maintenance	☑ Extended warranty	☐ Fire inspections	☑ Virtual Keypad A

		INITIAL TERM OF MONITORING SERVICE	
DEPOSIT DUE NOW	$0.00	PAID: Monthly	3 - YEARS (36 Mo/12 qtr/3 yrs)
BALANCE WHEN THE SYSTEM		TOTAL MONITORING SUM	$50.00 PER PERIOD
IS COMPLETED	$13.595.00	FOR INITIAL TERM	$1,800.00

There is no financing charge or cost of credit associated with this Agreement (0% APR). The total sum set forth above as total monitoring sum for initial term is the total cash p and total cost of credit for monitoring service. WE MAY ELECT NOT TO START TO MONITOR THE SYSTEM OR PROVIDE OTHER SERVICES UNTIL THE SALES/INSTALLATION PRICE IS PAID IN FULL. You agree and understand that if you authorize any payments pursuant to any electronic means provided in the "Easy Pay Enrollment" form, and if such authorization is discontinued or terminated by you or any payment is dishonored by the financial institution or is not paid otherwise paid for any reason, your payment obligations under this Agreement remain in full force and effect and you agree to pay the same to Hoffman. If you fail to make any such payments, we ma terminate providing any further services and all collection rights and remedies of Hoffman are expressly reserved.

For services, the initial term of this agreement is three (3) years commencing on the day service begins, and will automatically continue for successive one (1) Month terms unless canceled by either of us in writing at least thirty (30) days before the end of the original term or renew term.

3. MONITORING SERVICE FEES ARE BILLED IN ADVANCE AND IS DUE UPON YOUR RECEIPT OF OUR INVOICE. YOU WILL PAY THE PRORATED SERVICES FEE FOR THE MONTH IN WHICH SERVICES BEGIN. THE FIRST PAYMENT FOR SERVICES IS DUE WHEN WE SUBSTANTIALLY COMPLETE THE INSTALLATION OF THE SYSTEM. Monitoring service will not begin until you have executed and delivered our Agreement. We may elect not to start to monitor the alarm system, activate other systems, or provide other services until the installation price is paid in full. If you fail to make any payment when due we may discontinue installation,

Hoffman 5EF869BAB57 ZorroSign _____ Subscriber 5EF869BAA85 Marshall Long ZorroSign _____

Approved as to Legal Form by County Counsel: 5EF869BA9EF Steven W. Dahlem ZorroSign _____ Steven

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monitoring and service, terminate this Agreement and recover all damages to which we are entitled, including the value of the work performed and loss of profits. In addition we impose a late charge on all payments for the installation of the System that more than ten (10) days past due in the maximum amount permitted by California law. You understar that the monitoring service fee does not include and text messaging or other cell phone usage charges by your wireless carrier that you may incur as a result of our notification ar monitoring services. You acknowledge that the services fee is based upon existing federal, state and local taxes and charges. We shall have the right, at any time, to increase the services fee to reflect any additional or increased taxes, licenses, permits, or fees which may be charged to us by any utility or governmental agency relating to the services we provide and you agree to pay the same. In addition, we may periodically increase the services fee as set forth in Section 19.

4. **RECEIPT OF COPY.** YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED A COMPLETED COPY OF THIS AGREEMENT.**ALL OF THE TERMS ON THE AGREEMENT AND ON ALL ATTACHMENTS ARE PART OF THIS AGREEMENT. READ THEM BEFORE YOU SIGN BELOW.**

5. **DISCLAIMER OF LIABILITY.** WE DO NOT WARRANT THAT THE SYSTEM WILL ALWAYS DETECT OR HELP PREVENT, ANY BURGLARY, FIRE, HOLD-I OR OTHER SUCH EVENT. WE DO NOT WARRANT THAT THE SYSTEM CANNOT BE DEFEATED OR BY-PASSED OR THAT IT WILL ALWAYS OPERATE. YC ACKNOWLEDGE AND AGREE THAT WE HAVE MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOE INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, HAVE YOU RELIED ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. SECTIONS 16 AND 17 ON THE AGREEMENT LIMIT OUR LIABILITY TO $1,000.00 OR SIX (6) TIMES THE MONTHLY SERVICES FEE IF YOU OR ANYONE ELSE SUFFERS ANY HARM (DAMAGE OR LOSS OF PROPER PERSONAL INJURY, OR DEATH) BECAUSE THE SYSTEM FAILED TO OPERATE PROPERLY OR WE WERE CARELESS OR ACTED IMPROPERLY. YOU HAVI HAD THE OPPORTUNITY TO TALK TO OUR SECURITY CONSULTANT ABOUT THIS LIMITATION AND YOU KNOW THAT YOU MAY OBTAIN A HIGHER LIMITATION OF OUR LIABILITY BY PAYING AN ADDITIONAL SERVICES FEE TO US.

6. **INSTALLATION OF THE SYSTEM.** You will permit us to install the System during our normal business hours and you will give us uninterrupted access to your premises You warrant that you have full authority from the owner and/or other person in control of the premises to permit the installation and operation of the System under all conditions forth herein. You have approved the locations of where the control panel, audible devices, cameras, monitors, and all devices will be installed. If the alarm system includes an exterior audible bell, horn or siren, it is designed to shut off after sounding for not more than five (5) minutes. You will provide 24 hour - 110-volt electrical service, including n switched electrical outlets for the System's transformers and other electrical needs, and will make repairs to the premises (such as fixing loose doors, broken windows, sprinkler off valves, etc.) that we deem reasonably necessary to facilitate the installation and operation of the System. You will provide adequate lighting for any CCTV system, and other provide the proper environment for the Systems as we may reasonably request. If telephone utility services or cables are necessary for the installation and operation of the Syste you will provide them at your expense. We are not responsible if the installation is delayed because of bad weather, labor disputes, acts of God or other reasons beyond our cont You have the affirmative duty to inform us, prior to beginning of installation, of every location at the premises where we should not (because of concealed obstructions or hazar such as pipes, wires or asbestos) enter or drill holes. Unless so notified, we will determine where to drill holes and place equipment. We will take reasonable precautions to avo concealed obstructions, but have no means of determining with certainty if they exist. Any costs incurred to repair pipes, wires or other obstructions, and any resulting damaged walls, ceiling, floors or furnishings shall be your sole expense and responsibility. If asbestos or other health hazardous material is encountered during installation, we will cease until you have, at your sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to personnel. In no case shall we be liable for discovery or exposure of hidden asbestos or other hazardous material. After we complete the System, you and our representative wil inspect it. If something is missing or not properly installed, you will tell us within ten (10) days, otherwise the System will have been accepted by you. If the System is being installed as part of new construction or a remodeling of an existing structure and we pre-wire any portion of the System, and such wiring and/or related System components (e.g. switches) are damaged by you or others working on the premises, you agree to pay our standard labor and material charges to repair such damage. ***IF ADDITIONAL TRIPS AR REQUIRED TO COMPLETE THE JOB DUE TO CUSTOMER OR CONTRACTOR NOT PROVIDING REQUIRED EQUIPMENT OR CONNECTIONS BY SCHEDUL INSTALLATION DATE, (I.E. DOORS, WINDOWS, TELEPHONE, POWER… ETC.), THOSE TRIPS WILL BE BILLED AT STANDARD LABOR RATES. MOTION DETECTORS AND GLASS BREAK DETECTORS ARE FOR SPOT PROTECTION ONLY. SUBSCRIBER DESIRES NO ADDITIONAL PROTECTION AT THIS TIM SUBSCRIBER UNDERSTANDS THAT SUCH ADDITIONAL PROTECTION MAY BE AVAILABLE AND CAN BE PROVIDED BY HOFFMAN FOR A FEE. HOFFM DOES NOT WARRANTY ANY EQUIPMENT INSTALLED BY ANY OTHER COMPANY. HOFFMAN TO PROVIDE ONE HOUR FREE LABOR TO BRING SYSTEM ONLINE. ANY OTHER WORK REQUIRED TO MAKE SYSTEM OPERATIONAL WILL BE CHARGED ON A TIME PLUS MATERIALS BASIS. IF ANY WIRES HA BEEN CUT SINCE THE PRE-WIRE AND IT IS NECESSARY TO ADD ADDITIONAL EQUIPMENT TO COMPLETE SYSTEM, IT IS THE SUBSCRIBER'S RESPONSIBILITY TO PAY FOR THIS EQUIPMENT ON A TIME PLUS MATERIALS BASIS. USE OF WIRELESS EQUIPMENT IS AFFECTED BY UNSEEN VARIABLES. ADDITIONAL EQUIPMENT AND LABOR MAY BE REQUIRED IF CONDITIONS DICTATE. THESE COSTS ARE BILLED TO THE CUSTOMER. IF HOFFMAN IS INSTALLING A SYSTEM IN A PRE-WIRED HOUSE, HOFFMAN MAKES NO WARRANTY ON CONDITION OF EXISTING WIRE AND ADDITION COSTS MAY ARISE IF WIRE IS UNUSABLE OR LOST. SMOKE DETECTORS AND CARBON MONOXIDE DETECTORS ARE FOR AREA PROTECTION ONLY. COSTS ATTRIBUTABLE TO MAKING THE FIRE ALARM SYSTEM OPERABLE FOR THE RESIDENCE IDENTIFIED BY THIS DOCUMENT, INCLUDING SALE AND INSTALLATION COSTS, DO NOT EXCEED FIVE HUNDRED DOLLARS ($500).***

FIRE PERMIT FEES ARE NOT INCLUDED AS THEY VARY BY JURISDICTION AND ARE THE SUBSCRIBER'S RESPONSIBILITY. ANY ADDITIONAL EQUIPMENT THAT MAY BE REQUIRED BY THE AUTHORITY HAVING JURISDICTION IS THE RESPONSIBILITY OF THE CUSTOMER AND MAY RESULT ADDITIONAL CHARGES. FIRE SYSTEMS REQUIRE DEDICATED POWER PROVIDED BY THE SUBSCRIBER.

IF SUBSCRIBER WISHES TO PROGRAM VIDEO RECORDER TO RECORD ON DETECTION OF MOTION ONLY, SUBSCRIBER UNDERSTANDS THAT UNDE SOME CIRCUMSTANCES MOVEMENT IN THE CAMERA IMAGE MAY NOT TRIGGER RECORDING CAUSING ALL OR PART OF AN EVENT TO NOT BE RECORDED. SUBSCRIBER SHALL PROVIDE INTERNET CONNECTION FOR ANY SERVICES AS REQUIRED FOR FUNCTION OF REMOTE MONITORING. HOFFMAN IS NOT RESPONSIBLE FOR FAILURES OF THAT INTERNET SERVICE OR LOST VIDEO DUE TO INTERNET RELATED ISSUES. NOTIFICATION VIDEO LOSS SIGNALS MAY BE INTERRUPTED DUE TO BROADBAND ISSUES BEYOND OUR CONTROL. SUBSCRIBER GIVES HOFFMAN THE RIGHT TO I INTO CAMERA SYSTEM FOR MONITORING AND TROUBLESHOOTING AS NECESSARY.

7. LIMITED/EXTENDED WARRANTY. For purchased Systems only, the following limited repair/replacement warranty applies:

a. WHAT IS COVERED: LIMITED WARRANTY - FOR ONE YEAR AFTER WE COMPLETE THE INSTALLATION, WE WILL PROVIDE THE FOLLOWING WARRANTY SERVICE: (1) FOR THE FIRST NINETY (90) DAYS OF THIS WARRANTY WE WILL REPAIR OR REPLACE ANY DEFECTIVE PART OF THE SYSTE WITHOUT CHARGE TO YOU; (2) AFTER THE FIRST NINETY (90) DAYS OF THIS WARRANTY WE WILL PROVIDE A REPLACEMENT FOR ANY DEFECTIVE PART WITHOUT CHARGE, BUT YOU WILL PAY FOR ALL LABOR AT OUR PREVAILING RATES WHICH WILL INCLUDE A MINIMUM VISIT CHARGE. WE M USE NEW OR USED PARTS OF EQUAL QUALITY. IF EXTENDED WARRANTY IS INCLUDED, THE POLICIES IN SECTION 6 (ABOVE & BELOW) WILL BE EXTENDED AS LONG AS YOUR ACCOUNT IS IN GOOD STANDING AND EXTENDED WARRANTY PAYMENTS ARE BEING MADE.

b. HOW TO GET SERVICE: CALL OR WRITE US AT THE ADDRESS AND TELEPHONE NUMBER AT THE TOP OF THIS AGREEMENT AND TELL US WHAT IS WRONG WITH THE SYSTEM. WE WILL PROVIDE SERVICE AS SOON AS POSSIBLE DURING OUR NORMAL BUSINESS HOURS WHICH ARE 8:00 A.M. TO 4: P.M., MONDAY THROUGH FRIDAY, EXCLUDING HOLIDAYS WE OBSERVE. EMERGENCY REPAIR SERVICE IS AVAILABLE AT OTHER TIMES FOR AN ADDITIONAL CHARGE WHICH INCLUDES A MINIMUM ONE-HOUR VISIT CHARGE.

c. WHAT IS NOT INCLUDED: REPAIR OF THE SYSTEM IS OUR ONLY DUTY. THIS WARRANTY DOES NOT INCLUDE DISPOSABLE ITEMS SUCH AS ACCES CONTROL CARDS, VIDEO HARDDRIVES AND BATTERIES WHICH WE WILL PROVIDE TO YOU AND YOU AGREE TO PAY FOR AT OUR PREVAILING RATE ANY REQUIRED OR REQUESTED FIRE ALARM TESTS AND/OR INSPECTIONS ARE NOT PART OF WARRANTY SERVICE AND SHALL BE SEPARATELY BIL TO YOU AT OUR PREVAILING RATES FOR SUCH SERVICES AND YOU AGREE TO PAY FOR THE SAME. WE MAKE NO OTHER EXPRESS WARRANTY INCLUDING ANY WARRANTY OF MERCHANTABILITY OF THE SYSTEM OR ITS FITNESS FOR ANY SPECIAL PURPOSE. WE DO NOT WARRANT THAT THE

Hoffman 5EF869BAB6D ZorroSign _____ Subscriber 5EF869BAA9B Marshall Long ZorroSign _____

Approved as to Legal Form by County Counsel: 5EF869BA9FA Steven W. Dahlem ZorroSign Ste

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SYSTEM WILL ALWAYS DETECT, OR HELP PREVENT, ANY BURGLARY, INTRUSION, FIRE, HOLD-UP OR OTHER SUCH EVENT. WE DO NOT WARRANT TH THE SYSTEM CANNOT BE DEFEATED, BYPASSED OR COMPROMISED OR THAT IT WILL ALWAYS OPERATE. THIS WARRANTY DOES NOT COVER REPAI THAT ARE NEEDED BECAUSE OF AN ACCIDENT, ACTS OF GOD, YOUR FAILURE TO PROPERLY USE THE SYSTEM, OR IF SOMEONE OTHER THAN US ATTEMPTS TO REPAIR OR CHANGE THE SYSTEM, OR ANY OTHER REASON EXCEPT A DEFECT IN THE EQUIPMENT OR OUR INSTALLATION. ALL IMPLI WARRANTIES ARE LIMITED IN DURATION TO THE TERM OF THIS EXPRESSED LIMITED WARRANTY. WE ARE NOT LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. YOU AGREE THAT THIS IS OUR ONLY WARRANTY AND WE HAVE GIVEN YOU NO OTHER WARRANTY FOR THE SYSTEM.

d. STATE LAW: SOME STATES DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR A LIMITATI ON THE DURATION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THE WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

8. **CAMERA MAINTENANCE.** Camera Maintenance includes daily health alerts to be sent to Company if one of the cameras loses their picture or if the hard drive on the rec fails. Subscriber is responsible for maintaining high speed internet connection. Once per month, if remote access is made available by client and conditions permit, Hoffman will remotely attempt to determine camera system is functioning as intended by using any combination of methods such as checking: system is accessible, recorded video, live video camera views, views obscured, or other processes to attain general system health. Camera maintenance also includes an annual camera cleaning to be scheduled by the client. Fi it covers all normal wear and tear on the equipment so if any camera or the recorder fails, we will replace it at no cost to subscriber. Any repair work necessary will be done duri normal business hours

9. **ALARM SYSTEM MONITORING SERVICE.** If you have subscribed to monitoring service, we shall connect the alarm system(s) to our monitoring facility (the "Center") monitoring will be provided in accordance with our Agreement. We will charge you directly for monitoring which will be billed to you by us pursuant to this Agreement. When burglary, fire, duress, medical or other alarm signal from the System is received in the Center, we will call your premises first, followed by the first person designated on Subscri Emergency Notification List, and then try to telephone the proper police or fire department and the other persons designated on Subscriber's Emergency Notification List.

HOFFMAN AND THE CENTER DO NOT PROVIDE MEDICAL SERVICES OR MEDICAL ADVICE. When a non-emergency signal is received (e.g. temperature or pump water flow sensors), we will attempt to contact the premises and then the first available person on your Subscriber information form but will not notify emergency authorities. W reserve the right to verify all alarm signals by using the two-way voice or visual devices, if one has been installed, calling the premises or otherwise before notifying the governn agencies. We may choose not to notify the government agencies if we have reason to believe that an emergency condition does not exist. We and you are obligated to comply w all notification and response requirements imposed by governmental agencies having jurisdiction over your system. We may discontinue or change any particular response servi due to governmental or insurance requirements by giving you written notice. If your police or fire department now or in the future requires physical or visual verification of an emergency condition before responding to a request for assistance, you agree to subscribe to such service if provided by us, or otherwise comply with such requirements. *If Hoff dispatches a Guard Company, subscriber is responsible to pay a response fee will each time Guard Company is dispatched.* We may charge an additional fee for such service th will be added to the then current monthly fee. *Subscriber is responsible for any city or county alarm permit fees.* You acknowledge and agree that all monitoring firmware and software, computer codes and monitoring information remain our sole and exclusive property. You consent to the tape recording of all telephonic communications with our offic the Center. *If Hoffman is providing Video Verification, standard dispatching procedures shall apply on all accounts with Video.* We will charge you directly for monitoring whic will be billed to you by us pursuant to this Agreement. False alarm charges shall be your responsibility.

10. **TRANSMISSION LINES.** The alarm system may include a communicator that sends signals to the Center over your regular telephone service, or Internet, cellular service long-range radio. If telephone service is used, you will pay for all telephone charges including any installation fee for a special jack to connect the alarm system to your telephon service. We recommend the use of an RJ31X or equivalent telephone jack to give the alarm system priority over other telephones in your premises, however, when the alarm sys is activated, you will be unable to use your telephone to make other calls (such as calls to the 911 emergency operator), and therefore, you may wish to have the System connect a second telephone line. If your telephone is out of order, placed on vacation status or otherwise not working, signals cannot be transmitted and we will not know of the telepho service problem. If an Internet, cellular or radio system is used for transmitting alarm signals from your premises to the Center, you acknowledge that the use of such system ma controlled by the California Public Utilities Commission and Federal Communications Commission and changes in rules, regulations and policies may necessitate our discontinu or changing such transmission facilities at our option. Communications systems may be impaired or interrupted by atmospheric conditions, including interruptions caused by an Internet provider, electrical storms, power failures or other outages, conditions and events beyond our control. You may be required to execute an additional agreement for Inter cellular or radio transmission service. You agree to reimburse us for any costs we may incur to reprogram the communications device of the alarm system because of area code changes or other dialing pattern changes. The use of DSL, VoIP, BPL or other broadband telephone service may prevent the System from transmitting alarm signals to the monitoring facility and/or interfere with the telephone line-seizure feature of the alarm system, after it is installed or anytime in the future. Such services should be installed on a telephone number that is not used for alarm signal transmission. You agree to notify us if you have installed or intend to install DSL, VoIP, BPL or other broadband service. IMMEDIATELY AFTER THE INSTALLATION OF DSL, VoIP, BPL OR OTHER BROADBAND SERVICE YOU MUST TEST THE SYSTEM'S SIGNAL TRANSMISSIC WITH THE CENTER.

11. FALSE ALARMS. You agree that you and others using the System will use it carefully so as to avoid causing false alarms. Severe weather or other forces beyond our cont can cause false alarms. If we receives too many false alarms, that will constitute a breach of contract by you, and we may cancel monitoring and service and seek to recover damages. You will pay any false alarm fine, penalty or fee that is charged against you, and if a false alarm fine, penalty or fee is charged to us by any governmental agency, you pay for the charge.

12. AFTER WARRANTY REPAIR SERVICE. At the end of our one (1) year limited warranty we will continue to repair the System and provide equipment on a time and material basis. You will pay our standard parts and labor charges for all repair calls and supplies. There will be a one (1) hour minimum visit charge for each repair call. See Sec 7(b) of our Limited Warranty on how to get repair service.

(B) For Systems provided to you by Hoffman, except as limited below, we shall provide repair service for the System including all parts and labor. All repairs shall be performe during normal business hours, which are 8:00 am to 4:00 pm, Monday through Friday, except holidays we observe, and will be performed as soon as reasonably possible after re of notice from you. Emergency service is available at other times at our prevailing service rates. You agree to pay for all parts and labor necessary to repair the System as a resu damage to the System caused by accident, your misuse or modification of the System, acts of God, or attempted repair service performed by anyone other than Company or our designee and charges for such repairs will be based on our then existing labor and material rates and will include a minimum one (1) hour visit charge and will be due and payab upon completion of the work. **YOU AGREE TO PAY FOR ANY DISPOSABLE ITEMS SUCH AS ACCESS CONTROL CARDS, VIDEO HARDDRIVES AND BATTERIES WHICH WE WILL PROVIDE TO YOU AND YOU AGREE TO PAY FOR AT OUR PREVAILING RATES.** If you fail to pay for such charges upon completion of the work, we may terminate this Agreement. For fire alarm or sprinkler supervisory systems we will provide inspection and testing service as set forth on the equipment description. Inspections and tests will be performed only during our normal business hours described above. We have no obligation to repair equipment to which the System is attached (e.g., a sprinkler system or access control system).

13. SUBSCRIBER'S DUTIES. You will instruct all other persons who may use the System on its proper testing and use. You will test the alarm system's protective devices an send test signals to the Center in accordance with our instructions at least monthly. If the security alarm system includes space protection (e.g., infrared, photo beams or other su detectors) you will turn off, control, relocate or remove all things such as air conditioning systems, inventory, furniture, heaters, and other such devices that might interfere with devices when they are turned on. If a problem in the System occurs you will notify us. You will complete and give us an emergency information form which will include the na telephone number and relationship of each person we may call in the event we believe there is an emergency at your premises, and other information we may require. In the cas fire alarm or sprinkler system, you will notify us in writing of any change in your fire rating bureau or agency. You will notify Hoffman in writing of any changes in the inform set forth on the Emergency Notification List. You agree that we may disclose the information regarding your system and on the Emergency Notification List to any government agency having jurisdiction over the use and operation of the System, without notice to you. You are solely responsible for (i) issuing and controlling access control cards and (ii) providing and maintaining video for CCTV systems and we do not provide film developing or video editing services.

Hoffman 5EF869BAB62 ZarroSign _____ Subscriber 5EF869BAA90 Marshall Long ZarroSign _____

Approved as to Legal Form by County Counsel: 5EF869BAA05 Steven W. Dahlem ZarroSign _____ Steven

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14. SUSPENSION OR CANCELLATION OF THIS AGREEMENT. You understand that we may stop or suspend monitoring and other services if: (i) strikes, severe weath earthquakes or other such events beyond our control affect the operation of Hoffman or so severely damage your premises that continuing service would be impractical; (ii) ther an interruption or unavailability of the telephone service between the alarm system and our monitoring facilities; (iii) you do not pay the service charge due to us, after we have you ten days notice that we are canceling service because of non-payment; (iv) we are unable to provide service because of some action or ruling by any governmental authority and/or (v) you become a debtor in a bankruptcy proceeding. If service is canceled or this Agreement expires or is terminated for any reason, you authorize us to remotely disconn the alarm system communicator from our facility and/or enter your premises to disconnect the alarm system from our monitoring equipment and remove our signs, decals and communications software from your System and premises. If service is suspended because you have failed to pay the charges set forth herein, and you ask us to reactivate the System, you will pay, in advance, our then prevailing re-connection fee. YOU UNDERSTAND THAT THE ALARM SYSTEM MAY NOT WORK WITH EQUIPMENT USE BY OTHER ALARM COMPANIES OR MONITORING CENTERS.

15. TERMINATION, DEFAULT; TITLE TO SYSTEM In the event you are not the owner of the premises, you warrant that you have obtained the written consent of the ow for the installation and removal of the System. You authorize us to investigate your credit record, and to report your payment performance under this Agreement to credit agenc and credit reporting services. If you fail to make any payment when due we may discontinue installation, monitoring and service, terminate this Agreement and recover all dam to which we are entitled including, without limitation, the value of the work performed and the amount due to us for the unexpired term of the Agreement, including loss of profi In addition we may impose a late charge on all payments for services that are more than ten (10) days past due, in the amount equal to ten dollars ($10.00) or the maximum amo permitted by California law whichever is less. In no event shall Hoffman's failure to enforce this provision at any time be deemed to be a waiver by Hoffman to assert its rights created hereunder or to assess the late charge in the future. Unless you purchased the System from us (and the first box under Section 1 is checked), you acknowledge and agree the following: (A) This Agreement is a service agreement only and THE ENTIRE SYSTEM SHALL AT ALL TIMES REMAIN THE SOLE PROPERTY OF HOFFMAN. (B) will not damage, encumber or dispose of the System or permit the System to be damaged, encumbered, taken from the premises, tampered with or repaired by any but our servic personnel. (C) In the event of loss or damage to the System or any part thereof, you agree to pay us the System's reasonable replacement value or the cost of repair as the case m be. At the expiration of this Agreement or in the event of your default, you authorize us to enter your premises and to remove all or any portion of the System. (D) We may elect abandon all or any portion of the System. (E) Removal of the System shall be without prejudice to the collection of any and all sums due under the entire contract or extensions renewals thereof, including, but not limited to, recovery of our loss of profit for any unexpired term of this Agreement. (F) You will return the System to us in good condition, reasonable wear and tear excepted. (G) You agree that installation of the System does not create a fixture to your premises. In the event you are not the owner of the premises, y warrant that you have obtained the written consent of the owner for the installation and removal of the System.

16. ASSIGNEES AND SUBCONTRACTORS. We may transfer or assign this Agreement to any other security company, financial institution or other entity. Upon an assignm to another security company, Hoffman will be relieved of any further obligations hereunder. You may not transfer this Agreement to someone else (including someone who purchases or rents your premises) unless we approve the transfer in writing. We may use subcontractors to provide installation, repair, monitoring and other services. This Agreement, and particularly sections 16 and 17, shall apply to the work and services they provide, and shall apply to them and protect our assignees and subcontractors in the sa manner as it applies to and protects us.

17. CHANGES TO THE SYSTEM. If you or any governmental agency or insurance interest wants us to change the System described herein, or change it after it is installed, y agree to pay our standard parts and labor charges for such changes. YOU AGREE THAT YOU HAVE CHOSEN THE SYSTEM AND YOU UNDERSTAND THAT ADDITIONAL OR DIFFERENT PROTECTION IS AVAILABLE FOR A HIGHER PRICE.

18. HOFFMAN IS NOT AN INSURER; LIQUIDATED DAMAGES; LIMITATION OF LIABILITY. You understand that (a) we are not an insurer of your property or t personal safety of persons in your premises; (b) you should provide any insurance on your premises and its contents; (c) the amount you pay to us is based only on the value of t System and services we provide and not on the value of your premises or its contents; (d) alarm systems and our monitoring and repair service may not always operate properly various reasons; (e) it is difficult to determine in advance the value of the your property that might be lost, stolen or destroyed if the System or our service fails to operate proper (f) a CCTV or access control system may not detect or prevent an unauthorized intrusion onto the premises or unauthorized activities (including criminal conduct) by persons on premises; (g) it is difficult to determine in advance how fast the police or fire department or others would respond to an alarm signal; and (h) it is difficult to determine in advanc what portion, if any, of any property loss, personal injury or death would be proximately caused by our failure to perform, our negligence, or a failure of the System. Therefore agree that, even if a court decides that Hoffman's breach of this Agreement, a failure of the System, or our negligence, or a failure of the System, installation, monitoring, repair service, or other services caused or allowed any harm or damage (whether property damage, personal injury or death) to you or anyone in your premises, you agree that our liabi shall be limited to the lesser of $250.00 or six (6) times the quarterly services fee, as liquidated damages and not as a penalty, and this shall be your only remedy regardless of wh legal theory (including without limitation, negligence, breach of contract, breach of warranty or product liability) is used to determine that we were liable for the injury or loss. YOU MAY OBTAIN A LIMITATION OF LIABILITY. If you wish, you may obtain from us a limitation of liability for an additional periodic charge. If you elect this option, will attach a rider to this Agreement which will set forth the amount of the limitation of liability and the amount of the additional charge. Agreeing to the higher limitation of lia does not mean that we are an insurer.

19. THIRD PARTY INDEMNIFICATION AND SUBROGATION. If anyone other than you, asks us to pay for any harm or damages (including property damage, personal injury or death) connected with or resulting from (i) Hoffman's breach of this Agreement or a failure of the System or services, (ii) our negligence, (iii) any other improper or ca activity of ours in providing the System or services or (iv) a claim for indemnification or contribution, you will pay us (a) any amount which a court orders us to pay or which w reasonably agree to pay, and (b) the amount of our reasonable attorneys' fees and any other losses or costs that we may pay in connection with the harm or damages. Your oblig to pay us for such harm or damages shall not apply if the harm or damages happens while one of our employees or subcontractors is in or about your premises, and that employe subcontractor solely causes such harm or damages. Unless prohibited by your property insurance policy, you agree to release us from any claims of any parties suing through yo authority or in your name, such as your insurance company, and you agree to defend us against any such claim. You will notify your insurance company of this release.

20. LIMITATION ON LAWSUITS; REFERENCE. Both Hoffman and Subscriber agree that no law suit or any other legal proceeding connected with this Agreement shall b brought or filed more than two (2) years after the incident giving rise to the claim occurred. Any controversy, dispute, or claim between the parties arising out of or relating to t Agreement, (other than actions brought by Hoffman in small claims court to collect amounts due under this Agreement) will be settled by a reference proceeding in Merced, California, in accordance with the provisions of Section 638, et seq. of the California Code of Civil Procedure, or their successor section, which shall constitute the exclusive rer for the resolution of any controversy, dispute, or claim concerning this Agreement, including whether such controversy, dispute, or claim is subject to the reference proceeding. referee shall be appointed to sit as a temporary Judge with all of the powers of a temporary Judge authorized by law. In the event that the enabling Legislation, which provides fo appointment of a referee is repealed and no successor statute is enacted, any dispute between the parties that would otherwise be determined by a reference procedure herein, wil resolved and determined by binding arbitration. That arbitration will be conducted by a retired Judge of the Superior Court in accordance with Section 1280 to 1294.2 of the California Code of Civil Procedure, as amended from time to time. The arbitrator shall not have the power to commit errors of law or legal reasoning, and the award may be vac or corrected on appeal to a court of competent jurisdiction for any such error. The arbitrator shall allocate all the costs of the arbitration, including fees of the arbitrator and reasonable attorney's fees of the prevailing party against the party who did not prevail. Judgment on the award may be entered in any court having jurisdiction.

21. INCREASE IN SERVICES FEE. Notwithstanding any other term or condition set forth herein, after the expiration of one (1) year from the date of completion of installati we may at any time and from time to time, but not more than once in any twelve (12) month period, increase the monthly services fee by a percentage not to exceed ten percent (10%) of the monthly services fee in effect immediately prior to the effective date of the increase, by giving you thirty (30) days prior written notice of the amount of the increas you agree to pay the same.

22. INFORMATION AND PRIVACY. You understand and agree that in conjunction with employee training, quality control and the provision of services, we may monitor, record, store and, if necessary, disclose to third parties video and audio related to monitored activity at your location, as well as conversations with you, emergency services providers, and law enforcement personnel. You consent to such recording, storage, and disclosure on behalf of yourself and any minor children for whom you are the parent or l guardian. You further agree and represent that you have or will have obtained consent to such recording, storage, and disclosure from any other individuals who live or work at,

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otherwise frequent, your premises, including consent on behalf of any minor children for whom such individuals are the parents or legal guardians. Further, you understand that privacy cannot be guaranteed on telephone, cable and computer systems, and we shall not be liable to you for any claims, loss, damages or costs which may result from a lack of privacy experienced. You consent to us (i) using information about you and your location (collectively, "information") to administer services, offer you new products or services enforce the terms of this agreement, prevent fraud and respond to regulatory and legal requirements, (ii) provide information, including information contained on your emergenc information to law enforcement or fire service personnel for the purpose of providing services hereunder or in response to a subpoena or other such legal process, and (iii) using sharing aggregate customer information and statistics that do not include information that identifies you personally. Except as required to provide the services that you have sele we will not monitor your location. You further acknowledge and assume risks related to data security breaches and cybercrime, as a result of which information about you and y premises may be compromised, intercepted and/or used by third parties in a way that would compromise the security of your information, your safety and/or privacy, and the pri and safety of persons and property on your premises.

23. ENTIRE AGREEMENT. The entire and only agreement between you and Hoffman is written in this Agreement. They replace any earlier oral or written understandings or agreements. They may only be changed by a written agreement signed by you and us. THEY MAY NOT BE CHANGED BY ANY ORAL STATEMENTS MADE BY OUR SALES AGENT. If you have given or ever give us a purchase order for the System or service which provides for different terms than this Agreement, this Agreement will gove and be controlling. If any provision of this Agreement is found to be invalid or illegal by a court, the balance of the Agreement shall remain in force. You agree that this Agreer is performed in the state of California and shall be governed by the laws of California.

24. OUR LICENSES. ALARM COMPANY OPERATORS ARE LICENSED AND REGULATED BY THE BUREAU OF SECURITY AN INVESTIGATIVE SERVICES, DEPARTMENT OF CONSUMER AFFAIRS, SACRAMENTO, CALIFORNIA 95814. CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HA JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT O OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.CANCELLATION. [RESIDENT SYSTEMS ONLY] YOU, THE SUBSCRIBER, MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

HOFFMAN ELECTRONIC SYSTEMS

By Phillip Meek ACE# 540072
(Sales Agent & Agent Reg #)

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ZorroSign

Management Approval

Date: 11/08/2021, 20___

Marshall Long, Board Chair/Mariposa County
[Print Subscriber's Name]

By 5EF869BAAB1 Marshall Long ZorroSign

Date: 11/03/2021

Type of Entity:
[ ] Sole Proprietorship [ ] Partnership
[ ] Corporation/LLC [ ] Other _____

THIS AGREEMENT WILL NOT BE BINDING UPON HOFFMAN UNTIL EITHER (i) APPROVED BY ONE OF OUR MANAGERS OR (ii) WE START THE INSTALLATION. IN THE EVENT OF NON-APPROVAL, OUR ONLY LIABILITY SHALL BE TO REFUND TO YOU THE AMOUNT THAT YOU PAID TO US UPON THE SIGNING OF THIS AGREEMENT. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT SUBSCRIBER MAY NOT RECEIVE A COPY OF THIS AGREEMEN APPROVED BY HOFFMAN'S MANAGER, AND SUCH LACK OF RECEIPT SHALL NOT, IN ANYWAY, INVALIDATE OR OTHERWISE AFFECT THIS AGREEMEI THE CITY OR COUNTY IN WHICH YOUR BUSINESS IS LOCATED MAY REQUIRE THAT YOU OBTAIN A PERMIT FOR THE USE AND MONITORING OF THE SYSTEM. LOCAL AUTHORITIES MAY NOT RESPOND TO ALARM NOTIFICATIONS UNTIL ALL PERMITS OR LICENSES FOR USE OF THE SYSTEM HAVE BE OBTAINED, AND THEREFORE COMPANY MAY NOT BEGIN MONITORING UNTIL SUBSCRIBER HAS OBTAINED AT SUBSCRIBER'S EXPENSES ALL NECESSARY PERMITS OR LICENSES, AND PROVIDED COMPANY WITH THE LICENSE OR PERMIT NUMBER.SUBSCRIBER AGREES DIGITAL SIGNATURES AND ELECTRONIC TRANSMISSION OF DOCUMENTATION IS LEGALLY BINDING AND JUST THE SAME AS ORIGINAL WET PEN-AND-PAPER SIGNATURES

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Subscriber 5EF869BAAC7 Marshall Long ZorroSign

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Fresno Area:
90 E. Escalon Ave. #120
Fresno, CA 93710
(559) 292-7871
ACO # 4638
Con. Lic. 484100

HOFFMAN
ELECTRONIC SYSTEMS
Security for Home & Business
Burglary, Fire, Access, Cameras
Who's Watching Your Home or Business?

Merced Area
2301 Aviation Dr.
Atwater, CA 95301
(209) 384-3305
(800) 972-0003
(209) 722-1107-Fax
HoffmanElectronics.c

SALE AND/OR INSTALLATION AND SERVICES AGREEMENT - Retail Installment Contract

THIS AGREEMENT is made this 6th day of October 2021 by and between Hoffman Electronic Systems, a California corporation ("Hoffman"), Subscriber named below.

SUBSCRIBER	DESCRIPTION OF JOB
Office of the District Attorney (Mariposa) 5085 Bullion Street, Mariposa, Ca 95338	Burg System 5085 Bullion Street, Mariposa, Ca 95338

1. SALE AND/OR INSTALLATION AND SERVICES. We will (check one box as applicable):

☑ Sell and install, and provide warranty and after-warranty repair service, and provide the other services for, the security systems described below(individually or collectively th "System"); OR

☐ Install, provide repair service, and provide the other services for the System, in which case **THE SYSTEM SHALL REMAIN OUR SOLE PROPERTY A IS PROVIDED AS PART OF THE SERVICE.** Price and payment terms for monitoring service is included herein, and monitoring service is provided pursuant to terms and conditions of our Agreement executed by Subscriber.

Signs and decals to remain the property of Hoffman under any circumstances.

System and Services Description

1 EA	Labor	7 EA	Wireless Motion
1 EA	XR550 Panel w/Transformer, battery	1 EA	Wireless High Power Receiver
1 EA	Cellular Communicator (XR150,550)	1 EA	Power Supply 6V,12V,24V w/battery & Xformer
1 EA	Access Keypad	1 EA	Security APP
5 EA	Universal Transmitter		

Approximate Installation Starting Date: 10/20/2021 Approximate Installation Completion Date: 11/10/2021

Starting the installation of wiring and/or delivery of equipment to your premises will constitute substantial commencement of the work to be performed. Upon completion of the installation, we will thoroughly instruct you in the proper use of the System. Subscriber will, at Subscriber's sole expense, obtain and keep in effect during the entire term of this Agreement, all permits, licenses, plan checks and similar governmental requirements that may be required for the installation and use of the System.

2. PRICE; PAYMENT; TERM; FINANCIAL DISCLOSURES

SALES/INSTALLATION PRICE $3,995.00
(Sales Tax Included in Installation Price)

MONITORING SERVICE $46.95/MONTH

Includes:

☑ Cell	☑ Total Control App	☐ ZWave Control	☐ Entre
☐ Open/Close Reports	☐ UL Certification	☐ Camera Control	☐ Instant Eye Witne
☐ Camera Maintenance	☑ Extended warranty	☐ Fire inspections	☑ Virtual Keypad A

		INITIAL TERM OF MONITORING SERVICE	
DEPOSIT DUE NOW	$0.00	PAID: Monthly	3 - YEARS (36 Mo/12 qtr/3 yrs)
BALANCE WHEN THE SYSTEM		TOTAL MONITORING SUM	$46.95 PER PERIOD
IS COMPLETED	$3.995.00	FOR INITIAL TERM	$1,690.20

There is no financing charge or cost of credit associated with this Agreement (0% APR). The total sum set forth above as total monitoring sum for initial term is the total cash p and total cost of credit for monitoring service. WE MAY ELECT NOT TO START TO MONITOR THE SYSTEM OR PROVIDE OTHER SERVICES UNTIL THE SALES/INSTALLATION PRICE IS PAID IN FULL. You agree and understand that if you authorize any payments pursuant to any electronic means provided in the "Easy Pay Enrollment" form, and if such authorization is discontinued or terminated by you or any payment is dishonored by the financial institution or is not paid otherwise paid for any reason, your payment obligations under this Agreement remain in full force and effect and you agree to pay the same to Hoffman. If you fail to make any such payments, we ma terminate providing any further services and all collection rights and remedies of Hoffman are expressly reserved.

For services, the initial term of this agreement is three (3) years commencing on the day service begins, and will automatically continue for successive one (1) Month terms unless canceled by either of us in writing at least thirty (30) days before the end of the original term or renew term.

3. MONITORING SERVICE FEES ARE BILLED IN ADVANCE AND IS DUE UPON YOUR RECEIPT OF OUR INVOICE. YOU WILL PAY THE PRORATED SERVICES FEE FOR THE MONTH IN WHICH SERVICES BEGIN. THE FIRST PAYMENT FOR SERVICES IS DUE WHEN WE SUBSTANTIALLY COMPLETE THE INSTALLATION OF THE SYSTEM. Monitoring service will not begin until you have executed and delivered our Agreement. We may elect not to start to monitor the alarm system, activate other systems, or provide other services until the installation price is paid in full. If you fail to make any payment when due we may discontinue installation, monitoring and service, terminate this Agreement and recover all damages to which we are entitled, including the value of the work performed and loss of profits. In addition we

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impose a late charge on all payments for the installation of the System that more than ten (10) days past due in the maximum amount permitted by California law. You understar that the monitoring service fee does not include and text messaging or other cell phone usage charges by your wireless carrier that you may incur as a result of our notification ar monitoring services. You acknowledge that the services fee is based upon existing federal, state and local taxes and charges. We shall have the right, at any time, to increase the services fee to reflect any additional or increased taxes, licenses, permits, or fees which may be charged to us by any utility or governmental agency relating to the services we provide and you agree to pay the same. In addition, we may periodically increase the services fee as set forth in Section 19.

4. **RECEIPT OF COPY.** YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED A COMPLETED COPY OF THIS AGREEMENT.**ALL OF THE TERMS ON THE AGREEMENT AND ON ALL ATTACHMENTS ARE PART OF THIS AGREEMENT. READ THEM BEFORE YOU SIGN BELOW.**

5. **DISCLAIMER OF LIABILITY.** WE DO NOT WARRANT THAT THE SYSTEM WILL ALWAYS DETECT OR HELP PREVENT, ANY BURGLARY, FIRE, HOLD-U OR OTHER SUCH EVENT. WE DO NOT WARRANT THAT THE SYSTEM CANNOT BE DEFEATED OR BY-PASSED OR THAT IT WILL ALWAYS OPERATE. YO ACKNOWLEDGE AND AGREE THAT WE HAVE MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEV INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, HAVE YOU RELIED ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. SECTIONS 16 AND 17 ON THE AGREEMENT LIMIT OUR LIABILITY TO $1,000.00 OR SIX (6) TIMES THE MONTHLY SERVICES FEE IF YOU OR ANYONE ELSE SUFFERS ANY HARM (DAMAGE OR LOSS OF PROPER PERSONAL INJURY, OR DEATH) BECAUSE THE SYSTEM FAILED TO OPERATE PROPERLY OR WE WERE CARELESS OR ACTED IMPROPERLY. YOU HAVE HAD THE OPPORTUNITY TO TALK TO OUR SECURITY CONSULTANT ABOUT THIS LIMITATION AND YOU KNOW THAT YOU MAY OBTAIN A HIGHER LIMITATION OF OUR LIABILITY BY PAYING AN ADDITIONAL SERVICES FEE TO US.

6. **INSTALLATION OF THE SYSTEM.** You will permit us to install the System during our normal business hours and you will give us uninterrupted access to your premises You warrant that you have full authority from the owner and/or other person in control of the premises to permit the installation and operation of the System under all conditions forth herein. You have approved the locations of where the control panel, audible devices, cameras, monitors, and all devices will be installed. If the alarm system includes an exterior audible bell, horn or siren, it is designed to shut off after sounding for not more than five (5) minutes. You will provide 24 hour - 110-volt electrical service, including n switched electrical outlets for the System's transformers and other electrical needs, and will make repairs to the premises (such as fixing loose doors, broken windows, sprinkler off valves, etc.) that we deem reasonably necessary to facilitate the installation and operation of the System. You will provide adequate lighting for any CCTV system, and other provide the proper environment for the Systems as we may reasonably request. If telephone utility services or cables are necessary for the installation and operation of the Syste you will provide them at your expense. We are not responsible if the installation is delayed because of bad weather, labor disputes, acts of God or other reasons beyond our cont You have the affirmative duty to inform us, prior to beginning of installation, of every location at the premises where we should not (because of concealed obstructions or hazar such as pipes, wires or asbestos) enter or drill holes. Unless so notified, we will determine where to drill holes and place equipment. We will take reasonable precautions to avo concealed obstructions, but have no means of determining with certainty if they exist. Any costs incurred to repair pipes, wires or other obstructions, and any resulting damaged walls, ceiling, floors or furnishings shall be your sole expense and responsibility. If asbestos or other health hazardous material is encountered during installation, we will cease until you have, at your sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to personnel. In no case shall we be liable for discovery or exposure of hidden asbestos or other hazardous material. After we complete the System, you and our representative wil inspect it. If something is missing or not properly installed, you will tell us within ten (10) days, otherwise the System will have been accepted by you. If the System is being installed as part of new construction or a remodeling of an existing structure and we pre-wire any portion of the System, and such wiring and/or related System components (e.g. switches) are damaged by you or others working on the premises, you agree to pay our standard labor and material charges to repair such damage. ***IF ADDITIONAL TRIPS AR REQUIRED TO COMPLETE THE JOB DUE TO CUSTOMER OR CONTRACTOR NOT PROVIDING REQUIRED EQUIPMENT OR CONNECTIONS BY SCHEDUL INSTALLATION DATE, (I.E. DOORS, WINDOWS, TELEPHONE, POWER… ETC.), THOSE TRIPS WILL BE BILLED AT STANDARD LABOR RATES. MOTION DETECTORS AND GLASS BREAK DETECTORS ARE FOR SPOT PROTECTION ONLY. SUBSCRIBER DESIRES NO ADDITIONAL PROTECTION AT THIS TIM SUBSCRIBER UNDERSTANDS THAT SUCH ADDITIONAL PROTECTION MAY BE AVAILABLE AND CAN BE PROVIDED BY HOFFMAN FOR A FEE. HOFFM DOES NOT WARRANTY ANY EQUIPMENT INSTALLED BY ANY OTHER COMPANY. HOFFMAN TO PROVIDE ONE HOUR FREE LABOR TO BRING SYSTEM ONLINE. ANY OTHER WORK REQUIRED TO MAKE SYSTEM OPERATIONAL WILL BE CHARGED ON A TIME PLUS MATERIALS BASIS. IF ANY WIRES HA BEEN CUT SINCE THE PRE-WIRE AND IT IS NECESSARY TO ADD ADDITIONAL EQUIPMENT TO COMPLETE SYSTEM, IT IS THE SUBSCRIBER'S RESPONSIBILITY TO PAY FOR THIS EQUIPMENT ON A TIME PLUS MATERIALS BASIS. USE OF WIRELESS EQUIPMENT IS AFFECTED BY UNSEEN VARIABLES. ADDITIONAL EQUIPMENT AND LABOR MAY BE REQUIRED IF CONDITIONS DICTATE. THESE COSTS ARE BILLED TO THE CUSTOMER. IF HOFFMAN IS INSTALLING A SYSTEM IN A PRE-WIRED HOUSE, HOFFMAN MAKES NO WARRANTY ON CONDITION OF EXISTING WIRE AND ADDITION COSTS MAY ARISE IF WIRE IS UNUSABLE OR LOST. SMOKE DETECTORS AND CARBON MONOXIDE DETECTORS ARE FOR AREA PROTECTION ONLY. A COSTS ATTRIBUTABLE TO MAKING THE FIRE ALARM SYSTEM OPERABLE FOR THE RESIDENCE IDENTIFIED BY THIS DOCUMENT, INCLUDING SALE AND INSTALLATION COSTS, DO NOT EXCEED FIVE HUNDRED DOLLARS ($500).***

FIRE PERMIT FEES ARE NOT INCLUDED AS THEY VARY BY JURISDICTION AND ARE THE SUBSCRIBER'S RESPONSIBILITY. ANY ADDITIONAL EQUIPMENT THAT MAY BE REQUIRED BY THE AUTHORITY HAVING JURISDICTION IS THE RESPONSIBILITY OF THE CUSTOMER AND MAY RESULT I ADDITIONAL CHARGES. FIRE SYSTEMS REQUIRE DEDICATED POWER PROVIDED BY THE SUBSCRIBER.

IF SUBSCRIBER WISHES TO PROGRAM VIDEO RECORDER TO RECORD ON DETECTION OF MOTION ONLY, SUBSCRIBER UNDERSTANDS THAT UNDEI SOME CIRCUMSTANCES MOVEMENT IN THE CAMERA IMAGE MAY NOT TRIGGER RECORDING CAUSING ALL OR PART OF AN EVENT TO NOT BE RECORDED. SUBSCRIBER SHALL PROVIDE INTERNET CONNECTION FOR ANY SERVICES AS REQUIRED FOR FUNCTION OF REMOTE MONITORING. HOFFMAN IS NOT RESPONSIBLE FOR FAILURES OF THAT INTERNET SERVICE OR LOST VIDEO DUE TO INTERNET RELATED ISSUES. NOTIFICATION VIDEO LOSS SIGNALS MAY BE INTERRUPTED DUE TO BROADBAND ISSUES BEYOND OUR CONTROL. SUBSCRIBER GIVES HOFFMAN THE RIGHT TO I INTO CAMERA SYSTEM FOR MONITORING AND TROUBLESHOOTING AS NECESSARY.

7. LIMITED/EXTENDED WARRANTY. For purchased Systems only, the following limited repair/replacement warranty applies:

a. WHAT IS COVERED: LIMITED WARRANTY - FOR ONE YEAR AFTER WE COMPLETE THE INSTALLATION, WE WILL PROVIDE THE FOLLOWING WARRANTY SERVICE: (1) FOR THE FIRST NINETY (90) DAYS OF THIS WARRANTY WE WILL REPAIR OR REPLACE ANY DEFECTIVE PART OF THE SYSTE WITHOUT CHARGE TO YOU; (2) AFTER THE FIRST NINETY (90) DAYS OF THIS WARRANTY WE WILL PROVIDE A REPLACEMENT FOR ANY DEFECTIVE PART WITHOUT CHARGE, BUT YOU WILL PAY FOR ALL LABOR AT OUR PREVAILING RATES WHICH WILL INCLUDE A MINIMUM VISIT CHARGE. WE M USE NEW OR USED PARTS OF EQUAL QUALITY. IF EXTENDED WARRANTY IS INCLUDED, THE POLICIES IN SECTION 6 (ABOVE & BELOW) WILL BE EXTENDED AS LONG AS YOUR ACCOUNT IS IN GOOD STANDING AND EXTENDED WARRANTY PAYMENTS ARE BEING MADE.

b. HOW TO GET SERVICE: CALL OR WRITE US AT THE ADDRESS AND TELEPHONE NUMBER AT THE TOP OF THIS AGREEMENT AND TELL US WHAT IS WRONG WITH THE SYSTEM. WE WILL PROVIDE SERVICE AS SOON AS POSSIBLE DURING OUR NORMAL BUSINESS HOURS WHICH ARE 8:00 A.M. TO 4:(P.M., MONDAY THROUGH FRIDAY, EXCLUDING HOLIDAYS WE OBSERVE. EMERGENCY REPAIR SERVICE IS AVAILABLE AT OTHER TIMES FOR AN ADDITIONAL CHARGE WHICH INCLUDES A MINIMUM ONE-HOUR VISIT CHARGE.

c. WHAT IS NOT INCLUDED: REPAIR OF THE SYSTEM IS OUR ONLY DUTY. THIS WARRANTY DOES NOT INCLUDE DISPOSABLE ITEMS SUCH AS ACCES CONTROL CARDS, VIDEO HARDDRIVES AND BATTERIES WHICH WE WILL PROVIDE TO YOU AND YOU AGREE TO PAY FOR AT OUR PREVAILING RATE ANY REQUIRED OR REQUESTED FIRE ALARM TESTS AND/OR INSPECTIONS ARE NOT PART OF WARRANTY SERVICE AND SHALL BE SEPARATELY BIL TO YOU AT OUR PREVAILING RATES FOR SUCH SERVICES AND YOU AGREE TO PAY FOR THE SAME. WE MAKE NO OTHER EXPRESS WARRANTY INCLUDING ANY WARRANTY OF MERCHANTABILITY OF THE SYSTEM OR ITS FITNESS FOR ANY SPECIAL PURPOSE. WE DO NOT WARRANT THAT THE SYSTEM WILL ALWAYS DETECT, OR HELP PREVENT, ANY BURGLARY, INTRUSION, FIRE, HOLD-UP OR OTHER SUCH EVENT. WE DO NOT WARRANT TI

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THE SYSTEM CANNOT BE DEFEATED, BYPASSED OR COMPROMISED OR THAT IT WILL ALWAYS OPERATE. THIS WARRANTY DOES NOT COVER REPAI THAT ARE NEEDED BECAUSE OF AN ACCIDENT, ACTS OF GOD, YOUR FAILURE TO PROPERLY USE THE SYSTEM, OR IF SOMEONE OTHER THAN US ATTEMPTS TO REPAIR OR CHANGE THE SYSTEM, OR ANY OTHER REASON EXCEPT A DEFECT IN THE EQUIPMENT OR OUR INSTALLATION. ALL IMPLI WARRANTIES ARE LIMITED IN DURATION TO THE TERM OF THIS EXPRESSED LIMITED WARRANTY. WE ARE NOT LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. YOU AGREE THAT THIS IS OUR ONLY WARRANTY AND WE HAVE GIVEN YOU NO OTHER WARRANTY FOR THE SYSTEM.

d. STATE LAW: SOME STATES DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR A LIMITATI ON THE DURATION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THE WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

8. **CAMERA MAINTENANCE.** Camera Maintenance includes daily health alerts to be sent to Company if one of the cameras loses their picture or if the hard drive on the rec fails. Subscriber is responsible for maintaining high speed internet connection. Once per month, if remote access is made available by client and conditions permit, Hoffman wil remotely attempt to determine camera system is functioning as intended by using any combination of methods such as checking: system is accessible, recorded video, live video camera views, views obscured, or other processes to attain general system health. Camera maintenance also includes an annual camera cleaning to be scheduled by the client. Fi it covers all normal wear and tear on the equipment so if any camera or the recorder fails, we will replace it at no cost to subscriber. Any repair work necessary will be done duri normal business hours

9. **ALARM SYSTEM MONITORING SERVICE.** If you have subscribed to monitoring service, we shall connect the alarm system(s) to our monitoring facility (the "Center") monitoring will be provided in accordance with our Agreement. We will charge you directly for monitoring which will be billed to you by us pursuant to this Agreement. When burglary, fire, duress, medical or other alarm signal from the System is received in the Center, we will call your premises first, followed by the first person designated on Subscri Emergency Notification List, and then try to telephone the proper police or fire department and the other persons designated on Subscriber's Emergency Notification List. HOFFMAN AND THE CENTER DO NOT PROVIDE MEDICAL SERVICES OR MEDICAL ADVICE. When a non-emergency signal is received (e.g. temperature or pump water flow sensors), we will attempt to contact the premises and then the first available person on your Subscriber information form but will not notify emergency authorities. W reserve the right to verify all alarm signals by using the two-way voice or visual devices, if one has been installed, calling the premises or otherwise before notifying the governr agencies. We may choose not to notify the government agencies if we have reason to believe that an emergency condition does not exist. We and you are obligated to comply w all notification and response requirements imposed by governmental agencies having jurisdiction over your system. We may discontinue or change any particular response servi due to governmental or insurance requirements by giving you written notice. If your police or fire department now or in the future requires physical or visual verification of an emergency condition before responding to a request for assistance, you agree to subscribe to such service if provided by us, or otherwise comply with such requirements. *If Hoff dispatches a Guard Company, subscriber is responsible to pay a response fee will each time Guard Company is dispatched.* We may charge an additional fee for such service th will be added to the then current monthly fee. *Subscriber is responsible for any city or county alarm permit fees.* You acknowledge and agree that all monitoring firmware and software, computer codes and monitoring information remain our sole and exclusive property. You consent to the tape recording of all telephonic communications with our offic the Center. *If Hoffman is providing Video Verification, standard dispatching procedures shall apply on all accounts with Video.* We will charge you directly for monitoring whic will be billed to you by us pursuant to this Agreement. False alarm charges shall be your responsibility.

10. **TRANSMISSION LINES.** The alarm system may include a communicator that sends signals to the Center over your regular telephone service, or Internet, cellular service long-range radio. If telephone service is used, you will pay for all telephone charges including any installation fee for a special jack to connect the alarm system to your telephon service. We recommend the use of an RJ31X or equivalent telephone jack to give the alarm system priority over other telephones in your premises, however, when the alarm sys is activated, you will be unable to use your telephone to make other calls (such as calls to the 911 emergency operator), and therefore, you may wish to have the System connect a second telephone line. If your telephone is out of order, placed on vacation status or otherwise not working, signals cannot be transmitted and we will not know of the telepho service problem. If an Internet, cellular or radio system is used for transmitting alarm signals from your premises to the Center, you acknowledge that the use of such system ma controlled by the California Public Utilities Commission and Federal Communications Commission and changes in rules, regulations and policies may necessitate our discontinu or changing such transmission facilities at our option. Communications systems may be impaired or interrupted by atmospheric conditions, including interruptions caused by an Internet provider, electrical storms, power failures or other outages, conditions and events beyond our control. You may be required to execute an additional agreement for Inter cellular or radio transmission service. You agree to reimburse us for any costs we may incur to reprogram the communications device of the alarm system because of area code changes or other dialing pattern changes. The use of DSL, VoIP, BPL or other broadband telephone service may prevent the System from transmitting alarm signals to the monitoring facility and/or interfere with the telephone line-seizure feature of the alarm system, after it is installed or anytime in the future. Such services should be installed on a telephone number that is not used for alarm signal transmission. You agree to notify us if you have installed or intend to install DSL, VoIP, BPL or other broadband service. IMMEDIATELY AFTER THE INSTALLATION OF DSL, VoIP, BPL OR OTHER BROADBAND SERVICE YOU MUST TEST THE SYSTEM'S SIGNAL TRANSMISSIC WITH THE CENTER.

11. FALSE ALARMS. You agree that you and others using the System will use it carefully so as to avoid causing false alarms. Severe weather or other forces beyond our cont can cause false alarms. If we receives too many false alarms, that will constitute a breach of contract by you, and we may cancel monitoring and service and seek to recover damages. You will pay any false alarm fine, penalty or fee that is charged against you, and if a false alarm fine, penalty or fee is charged to us by any governmental agency, you pay for the charge.

12. AFTER WARRANTY REPAIR SERVICE. At the end of our one (1) year limited warranty we will continue to repair the System and provide equipment on a time and material basis. You will pay our standard parts and labor charges for all repair calls and supplies. There will be a one (1) hour minimum visit charge for each repair call. See Sec 7(b) of our Limited Warranty on how to get repair service.

(B) For Systems provided to you by Hoffman, except as limited below, we shall provide repair service for the System including all parts and labor. All repairs shall be performe during normal business hours, which are 8:00 am to 4:00 pm, Monday through Friday, except holidays we observe, and will be performed as soon as reasonably possible after re of notice from you. Emergency service is available at other times at our prevailing service rates. You agree to pay for all parts and labor necessary to repair the System as a resu damage to the System caused by accident, your misuse or modification of the System, acts of God, or attempted repair service performed by anyone other than Company or our designee and charges for such repairs will be based on our then existing labor and material rates and will include a minimum one (1) hour visit charge and will be due and payab upon completion of the work. **YOU AGREE TO PAY FOR ANY DISPOSABLE ITEMS SUCH AS ACCESS CONTROL CARDS, VIDEO HARDDRIVES AND BATTERIES WHICH WE WILL PROVIDE TO YOU AND YOU AGREE TO PAY FOR AT OUR PREVAILING RATES.** If you fail to pay for such charges upon completion of the work, we may terminate this Agreement. For fire alarm or sprinkler supervisory systems we will provide inspection and testing service as set forth on the equipment description. Inspections and tests will be performed only during our normal business hours described above. We have no obligation to repair equipment to which the System is attached (e.g., a sprinkler system or access control system).

13. SUBSCRIBER'S DUTIES. You will instruct all other persons who may use the System on its proper testing and use. You will test the alarm system's protective devices an send test signals to the Center in accordance with our instructions at least monthly. If the security alarm system includes space protection (e.g., infrared, photo beams or other su detectors) you will turn off, control, relocate or remove all things such as air conditioning systems, inventory, furniture, heaters, and other such devices that might interfere with devices when they are turned on. If a problem in the System occurs you will notify us. You will complete and give us an emergency information form which will include the na telephone number and relationship of each person we may call in the event we believe there is an emergency at your premises, and other information we may require. In the cas fire alarm or sprinkler system, you will notify us in writing of any change in your fire rating bureau or agency. You will notify Hoffman in writing of any changes in the inform set forth on the Emergency Notification List. You agree that we may disclose the information regarding your system and on the Emergency Notification List to any government agency having jurisdiction over the use and operation of the System, without notice to you. You are solely responsible for (i) issuing and controlling access control cards and (ii) providing and maintaining video for CCTV systems and we do not provide film developing or video editing services.

Hoffman 3B5B4214B4EA ZorroSign _____ Subscriber 3B5B4214ACB6 Marshall Long ZorroSign _____

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14. SUSPENSION OR CANCELLATION OF THIS AGREEMENT. You understand that we may stop or suspend monitoring and other services if: (i) strikes, severe weath earthquakes or other such events beyond our control affect the operation of Hoffman or so severely damage your premises that continuing service would be impractical; (ii) there an interruption or unavailability of the telephone service between the alarm system and our monitoring facilities; (iii) you do not pay the service charge due to us, after we have g you ten days notice that we are canceling service because of non-payment; (iv) we are unable to provide service because of some action or ruling by any governmental authority; and/or (v) you become a debtor in a bankruptcy proceeding. If service is canceled or this Agreement expires or is terminated for any reason, you authorize us to remotely disconn the alarm system communicator from our facility and/or enter your premises to disconnect the alarm system from our monitoring equipment and remove our signs, decals and communications software from your System and premises. If service is suspended because you have failed to pay the charges set forth herein, and you ask us to reactivate the System, you will pay, in advance, our then prevailing re-connection fee. YOU UNDERSTAND THAT THE ALARM SYSTEM MAY NOT WORK WITH EQUIPMENT USE BY OTHER ALARM COMPANIES OR MONITORING CENTERS.

15. TERMINATION, DEFAULT; TITLE TO SYSTEM In the event you are not the owner of the premises, you warrant that you have obtained the written consent of the ow for the installation and removal of the System. You authorize us to investigate your credit record, and to report your payment performance under this Agreement to credit agenc and credit reporting services. If you fail to make any payment when due we may discontinue installation, monitoring and service, terminate this Agreement and recover all dam to which we are entitled including, without limitation, the value of the work performed and the amount due to us for the unexpired term of the Agreement, including loss of profi In addition we may impose a late charge on all payments for services that are more than ten (10) days past due, in the amount equal to ten dollars ($10.00) or the maximum amo permitted by California law whichever is less. In no event shall Hoffman's failure to enforce this provision at any time be deemed to be a waiver by Hoffman to assert its rights created hereunder or to assess the late charge in the future. Unless you purchased the System from us (and the first box under Section 1 is checked), you acknowledge and agree the following: (A) This Agreement is a service agreement only and THE ENTIRE SYSTEM SHALL AT ALL TIMES REMAIN THE SOLE PROPERTY OF HOFFMAN. (B) will not damage, encumber or dispose of the System or permit the System to be damaged, encumbered, taken from the premises, tampered with or repaired by any but our servic personnel. (C) In the event of loss or damage to the System or any part thereof, you agree to pay us the System's reasonable replacement value or the cost of repair as the case m be. At the expiration of this Agreement or in the event of your default, you authorize us to enter your premises and to remove all or any portion of the System. (D) We may elect abandon all or any portion of the System. (E) Removal of the System shall be without prejudice to the collection of any and all sums due under the entire contract or extensions renewals thereof, including, but not limited to, recovery of our loss of profit for any unexpired term of this Agreement. (F) You will return the System to us in good condition, reasonable wear and tear excepted. (G) You agree that installation of the System does not create a fixture to your premises. In the event you are not the owner of the premises, y warrant that you have obtained the written consent of the owner for the installation and removal of the System.

16. ASSIGNEES AND SUBCONTRACTORS. We may transfer or assign this Agreement to any other security company, financial institution or other entity. Upon an assignm to another security company, Hoffman will be relieved of any further obligations hereunder. You may not transfer this Agreement to someone else (including someone who purchases or rents your premises) unless we approve the transfer in writing. We may use subcontractors to provide installation, repair, monitoring and other services. This Agreement, and particularly sections 16 and 17, shall apply to the work and services they provide, and shall apply to them and protect our assignees and subcontractors in the sa manner as it applies to and protects us.

17. CHANGES TO THE SYSTEM. If you or any governmental agency or insurance interest wants us to change the System described herein, or change it after it is installed, y agree to pay our standard parts and labor charges for such changes. YOU AGREE THAT YOU HAVE CHOSEN THE SYSTEM AND YOU UNDERSTAND THAT ADDITIONAL OR DIFFERENT PROTECTION IS AVAILABLE FOR A HIGHER PRICE.

18. HOFFMAN IS NOT AN INSURER; LIQUIDATED DAMAGES; LIMITATION OF LIABILITY. You understand that (a) we are not an insurer of your property or t personal safety of persons in your premises; (b) you should provide any insurance on your premises and its contents; (c) the amount you pay to us is based only on the value of t System and services we provide and not on the value of your premises or its contents; (d) alarm systems and our monitoring and repair service may not always operate properly various reasons; (e) it is difficult to determine in advance the value of the your property that might be lost, stolen or destroyed if the System or our service fails to operate proper (f) a CCTV or access control system may not detect or prevent an unauthorized intrusion onto the premises or unauthorized activities (including criminal conduct) by persons on premises; (g) it is difficult to determine in advance how fast the police or fire department or others would respond to an alarm signal; and (h) it is difficult to determine in advanc what portion, if any, of any property loss, personal injury or death would be proximately caused by our failure to perform, our negligence, or a failure of the System. Therefore agree that, even if a court decides that Hoffman's breach of this Agreement, a failure of the System, or our negligence, or a failure of the System, installation, monitoring, repair service, or other services caused or allowed any harm or damage (whether property damage, personal injury or death) to you or anyone in your premises, you agree that our liabi shall be limited to the lesser of $250.00 or six (6) times the quarterly services fee, as liquidated damages and not as a penalty, and this shall be your only remedy regardless of wh legal theory (including without limitation, negligence, breach of contract, breach of warranty or product liability) is used to determine that we were liable for the injury or loss. YOU MAY OBTAIN A LIMITATION OF LIABILITY. If you wish, you may obtain from us a limitation of liability for an additional periodic charge. If you elect this option, will attach a rider to this Agreement which will set forth the amount of the limitation of liability and the amount of the additional charge. Agreeing to the higher limitation of lia does not mean that we are an insurer.

19. THIRD PARTY INDEMNIFICATION AND SUBROGATION. If anyone other than you, asks us to pay for any harm or damages (including property damage, personal injury or death) connected with or resulting from (i) Hoffman's breach of this Agreement or a failure of the System or services, (ii) our negligence, (iii) any other improper or ca activity of ours in providing the System or services or (iv) a claim for indemnification or contribution, you will pay us (a) any amount which a court orders us to pay or which w reasonably agree to pay, and (b) the amount of our reasonable attorneys' fees and any other losses or costs that we may pay in connection with the harm or damages. Your oblig to pay us for such harm or damages shall not apply if the harm or damages happens while one of our employees or subcontractors is in or about your premises, and that employe subcontractor solely causes such harm or damages. Unless prohibited by your property insurance policy, you agree to release us from any claims of any parties suing through yo authority or in your name, such as your insurance company, and you agree to defend us against any such claim. You will notify your insurance company of this release.

20. LIMITATION ON LAWSUITS; REFERENCE. Both Hoffman and Subscriber agree that no law suit or any other legal proceeding connected with this Agreement shall b brought or filed more than two (2) years after the incident giving rise to the claim occurred. Any controversy, dispute, or claim between the parties arising out of or relating to t Agreement, (other than actions brought by Hoffman in small claims court to collect amounts due under this Agreement) will be settled by a reference proceeding in Merced, California, in accordance with the provisions of Section 638, et seq. of the California Code of Civil Procedure, or their successor section, which shall constitute the exclusive rer for the resolution of any controversy, dispute, or claim concerning this Agreement, including whether such controversy, dispute, or claim is subject to the reference proceeding. referee shall be appointed to sit as a temporary Judge with all of the powers of a temporary Judge authorized by law. In the event that the enabling Legislation, which provides fo appointment of a referee is repealed and no successor statute is enacted, any dispute between the parties that would otherwise be determined by a reference procedure herein, wil resolved and determined by binding arbitration. That arbitration will be conducted by a retired Judge of the Superior Court in accordance with Section 1280 to 1294.2 of the California Code of Civil Procedure, as amended from time to time. The arbitrator shall not have the power to commit errors of law or legal reasoning, and the award may be vac or corrected on appeal to a court of competent jurisdiction for any such error. The arbitrator shall allocate all the costs of the arbitration, including fees of the arbitrator and reasonable attorney's fees of the prevailing party against the party who did not prevail. Judgment on the award may be entered in any court having jurisdiction.

21. INCREASE IN SERVICES FEE. Notwithstanding any other term or condition set forth herein, after the expiration of one (1) year from the date of completion of installati we may at any time and from time to time, but not more than once in any twelve (12) month period, increase the monthly services fee by a percentage not to exceed ten percent (10%) of the monthly services fee in effect immediately prior to the effective date of the increase, by giving you thirty (30) days prior written notice of the amount of the increas you agree to pay the same.

22. INFORMATION AND PRIVACY. You understand and agree that in conjunction with employee training, quality control and the provision of services, we may monitor, record, store and, if necessary, disclose to third parties video and audio related to monitored activity at your location, as well as conversations with you, emergency services providers, and law enforcement personnel. You consent to such recording, storage, and disclosure on behalf of yourself and any minor children for whom you are the parent or l guardian. You further agree and represent that you have or will have obtained consent to such recording, storage, and disclosure from any other individuals who live or work at,

Hoffman 3B5B4214B54F ZorroSign

Subscriber 3B5B4214AD1B Marshall Long ZorroSign

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otherwise frequent, your premises, including consent on behalf of any minor children for whom such individuals are the parents or legal guardians. Further, you understand that privacy cannot be guaranteed on telephone, cable and computer systems, and we shall not be liable to you for any claims, loss, damages or costs which may result from a lack of privacy experienced. You consent to us (i) using information about you and your location (collectively, "information") to administer services, offer you new products or services enforce the terms of this agreement, prevent fraud and respond to regulatory and legal requirements, (ii) provide information, including information contained on your emergenc information to law enforcement or fire service personnel for the purpose of providing services hereunder or in response to a subpoena or other such legal process, and (iii) using sharing aggregate customer information and statistics that do not include information that identifies you personally. Except as required to provide the services that you have sele we will not monitor your location. You further acknowledge and assume risks related to data security breaches and cybercrime, as a result of which information about you and y premises may be compromised, intercepted and/or used by third parties in a way that would compromise the security of your information, your safety and/or privacy, and the pri and safety of persons and property on your premises.

23. ENTIRE AGREEMENT. The entire and only agreement between you and Hoffman is written in this Agreement. They replace any earlier oral or written understandings or agreements. They may only be changed by a written agreement signed by you and us. THEY MAY NOT BE CHANGED BY ANY ORAL STATEMENTS MADE BY OUR SALES AGENT. If you have given or ever give us a purchase order for the System or service which provides for different terms than this Agreement, this Agreement will gove and be controlling. If any provision of this Agreement is found to be invalid or illegal by a court, the balance of the Agreement shall remain in force. You agree that this Agreer is performed in the state of California and shall be governed by the laws of California.

24. OUR LICENSES. ALARM COMPANY OPERATORS ARE LICENSED AND REGULATED BY THE BUREAU OF SECURITY AN INVESTIGATIVE SERVICES, DEPARTMENT OF CONSUMER AFFAIRS, SACRAMENTO, CALIFORNIA 95814. CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HA JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT O OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.CANCELLATION. [RESIDENT SYSTEMS ONLY] YOU, THE SUBSCRIBER, MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

HOFFMAN ELECTRONIC SYSTEMS

By Phillip Meek ACE# 540072
(Sales Agent & Agent Reg #)

3B5B4214B5B4
ZorroSign
_____
Management Approval

Date: 11/08/2021, 20___

Marshall Long, Board Chair/Mariposa County_____
[Print Subscriber's Name]

By 3B5B4214AD80 Marshall Long ZorroSign

Date: 11/03/2021

Type of Entity:
[ ] Sole Proprietorship [ ] Partnership
[ ] Corporation/LLC [ ] Other _____

THIS AGREEMENT WILL NOT BE BINDING UPON HOFFMAN UNTIL EITHER (i) APPROVED BY ONE OF OUR MANAGERS OR (ii) WE START THE INSTALLATION. IN THE EVENT OF NON-APPROVAL, OUR ONLY LIABILITY SHALL BE TO REFUND TO YOU THE AMOUNT THAT YOU PAID TO US UPON THE SIGNING OF THIS AGREEMENT. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT SUBSCRIBER MAY NOT RECEIVE A COPY OF THIS AGREEMEN APPROVED BY HOFFMAN'S MANAGER, AND SUCH LACK OF RECEIPT SHALL NOT, IN ANYWAY, INVALIDATE OR OTHERWISE AFFECT THIS AGREEMEI THE CITY OR COUNTY IN WHICH YOUR BUSINESS IS LOCATED MAY REQUIRE THAT YOU OBTAIN A PERMIT FOR THE USE AND MONITORING OF THE SYSTEM. LOCAL AUTHORITIES MAY NOT RESPOND TO ALARM NOTIFICATIONS UNTIL ALL PERMITS OR LICENSES FOR USE OF THE SYSTEM HAVE BE OBTAINED, AND THEREFORE COMPANY MAY NOT BEGIN MONITORING UNTIL SUBSCRIBER HAS OBTAINED AT SUBSCRIBER'S EXPENSES ALL NECESSARY PERMITS OR LICENSES, AND PROVIDED COMPANY WITH THE LICENSE OR PERMIT NUMBER.SUBSCRIBER AGREES DIGITAL SIGNATURES AND ELECTRONIC TRANSMISSION OF DOCUMENTATION IS LEGALLY BINDING AND JUST THE SAME AS ORIGINAL WET PEN-AND-PAPER SIGNATURES

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Hoffman 3B5B4214B67E ZorroSign _____

Subscriber 3B5B4214AE4A Marshall Long ZorroSign _____

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Fresno Area:
90 E. Escalon Ave. #120
Fresno, CA 93710
(559) 292-7871
ACO # 4638
Con. Lic. 484100

HOFFMAN
ELECTRONIC SYSTEMS
Security for Home & Business
Burglary, Fire, Access, Cameras
Who's Watching Your Home or Business?

Merced Area:
2301 Aviation Dr.
Atwater, CA 95301
(209) 384-3305
(800) 972-0003
(209) 722-1107-Fax
HoffmanElectronics.com

SALE AND/OR INSTALLATION AND SERVICES AGREEMENT - Retail Installment Contract

THIS AGREEMENT is made this 6th day of October 2021 by and between Hoffman Electronic Systems, a California corporation ("Hoffman"), and Subscriber named below.

SUBSCRIBER	DESCRIPTION OF JOB
Office of the District Attorney(Mariposa 5085 Bullion Street, Mariposa, Ca 95338	CCTV 5085 Bullion Street, Mariposa, Ca 95338

1. SALE AND/OR INSTALLATION AND SERVICES. We will (check one box as applicable):

☑ Sell and install, and provide warranty and after-warranty repair service, and provide the other services for, the security systems described below(individually or collectively th "System"); OR

☐ Install, provide repair service, and provide the other services for the System, in which case **THE SYSTEM SHALL REMAIN OUR SOLE PROPERTY A IS PROVIDED AS PART OF THE SERVICE.** Price and payment terms for monitoring service is included herein, and monitoring service is provided pursuant to terms and conditions of our Agreement executed by Subscriber.

Signs and decals to remain the property of Hoffman under any circumstances.

System and Services Description

1 EA	Labor	6 EA	Hik Conduit Back Box
6 EA	Hik 4MP Outdoor Turret Camera w/2.8mm fixed Lens	1 EA	UPS
1 EA	8CH 4TB Plug-and-Play NVR	1 EA	Remote Viewing

Approximate Installation Starting Date: 10/20/2021 Approximate Installation Completion Date: 11/10/2021

Starting the installation of wiring and/or delivery of equipment to your premises will constitute substantial commencement of the work to be performed. Upon completion of the installation, we will thoroughly instruct you in the proper use of the System. Subscriber will, at Subscriber's sole expense, obtain and keep in effect during the entire term of this Agreement, all permits, licenses, plan checks and similar governmental requirements that may be required for the installation and use of the System.

2. PRICE; PAYMENT; TERM; FINANCIAL DISCLOSURES

SALES/INSTALLATION PRICE $11,395.00
(Sales Tax Included in Installation Price)

MONITORING SERVICE $113.95/MONTH

Includes:

☐ Cell	☐ Total Control App	☐ ZWave Control	☐ Entre
☐ Open/Close Reports	☐ UL Certification	☐ Camera Control	☐ Instant Eye Witn
☑ Camera Maintenance	☐ Videofied Clips	☑ Extended warranty	☐ Fire inspections

		INITIAL TERM OF MONITORING SERVICE	
DEPOSIT DUE NOW	$0.00	PAID: Monthly	3 - YEARS (36 Mo/12 qtr/3 yrs)
BALANCE WHEN THE SYSTEM IS COMPLETED	$11,395.00	TOTAL MONITORING SUM FOR INITIAL TERM	$113.95 PER PERIOD $4,102.20

There is no financing charge or cost of credit associated with this Agreement (0% APR). The total sum set forth above as total monitoring sum for initial term is the total cash p and total cost of credit for monitoring service. WE MAY ELECT NOT TO START TO MONITOR THE SYSTEM OR PROVIDE OTHER SERVICES UNTIL THE SALES/INSTALLATION PRICE IS PAID IN FULL. You agree and understand that if you authorize any payments pursuant to any electronic means provided in the "Easy Pay Enrollment" form, and if such authorization is discontinued or terminated by you or any payment is dishonored by the financial institution or is not paid otherwise paid for any reason, your payment obligations under this Agreement remain in full force and effect and you agree to pay the same to Hoffman. If you fail to make any such payments, we ma terminate providing any further services and all collection rights and remedies of Hoffman are expressly reserved.

For services, the initial term of this agreement is three (3) years commencing on the day service begins, and will automatically continue for successive one (1) Month terms unless canceled by either of us in writing at least thirty (30) days before the end of the original term or renew term.

3. MONITORING SERVICE FEES ARE BILLED IN ADVANCE AND IS DUE UPON YOUR RECEIPT OF OUR INVOICE. YOU WILL PAY THE PRORATED SERVICES FEE FOR THE MONTH IN WHICH SERVICES BEGIN. THE FIRST PAYMENT FOR SERVICES IS DUE WHEN WE SUBSTANTIALLY COMPLETE THE INSTALLATION OF THE SYSTEM. Monitoring service will not begin until you have executed and delivered our Agreement. We may elect not to start to monitor the alarm system, activate other systems, or provide other services until the installation price is paid in full. If you fail to make any payment when due we may discontinue installation, monitoring and service, terminate this Agreement and recover all damages to which we are entitled, including the value of the work performed and loss of profits. In addition we impose a late charge on all payments for the installation of the System that more than ten (10) days past due in the maximum amount permitted by California law. You understar that the monitoring service fee does not include and text messaging or other cell phone usage charges by your wireless carrier that you may incur as a result of our notification ar monitoring services. You acknowledge that the services fee is based upon existing federal, state and local taxes and charges. We shall have the right, at any time, to increase the

Hoffman 3B5B4214B6E3 ZorroSign _____ Subscriber 3B5B4214AEAF Marshall Long ZorroSign _____

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services fee to reflect any additional or increased taxes, licenses, permits, or fees which may be charged to us by any utility or governmental agency relating to the services we provide and you agree to pay the same. In addition, we may periodically increase the services fee as set forth in Section 19.

4. **RECEIPT OF COPY.** YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED A COMPLETED COPY OF THIS AGREEMENT.**ALL OF THE TERMS ON THE AGREEMENT AND ON ALL ATTACHMENTS ARE PART OF THIS AGREEMENT. READ THEM BEFORE YOU SIGN BELOW.**

5. **DISCLAIMER OF LIABILITY.** WE DO NOT WARRANT THAT THE SYSTEM WILL ALWAYS DETECT OR HELP PREVENT, ANY BURGLARY, FIRE, HOLD-U OR OTHER SUCH EVENT. WE DO NOT WARRANT THAT THE SYSTEM CANNOT BE DEFEATED OR BY-PASSED OR THAT IT WILL ALWAYS OPERATE. YO ACKNOWLEDGE AND AGREE THAT WE HAVE MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEV INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, HAVE YOU RELIED ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. SECTIONS 16 AND 17 ON THE AGREEMENT LIMIT OUR LIABILITY TO $1,000.00 OR SIX (6) TIMES THE MONTHLY SERVICES FEE IF YOU OR ANYONE ELSE SUFFERS ANY HARM (DAMAGE OR LOSS OF PROPER PERSONAL INJURY, OR DEATH) BECAUSE THE SYSTEM FAILED TO OPERATE PROPERLY OR WE WERE CARELESS OR ACTED IMPROPERLY. YOU HAVI HAD THE OPPORTUNITY TO TALK TO OUR SECURITY CONSULTANT ABOUT THIS LIMITATION AND YOU KNOW THAT YOU MAY OBTAIN A HIGHER LIMITATION OF OUR LIABILITY BY PAYING AN ADDITIONAL SERVICES FEE TO US.

6. **INSTALLATION OF THE SYSTEM.** You will permit us to install the System during our normal business hours and you will give us uninterrupted access to your premises You warrant that you have full authority from the owner and/or other person in control of the premises to permit the installation and operation of the System under all conditions forth herein. You have approved the locations of where the control panel, audible devices, cameras, monitors, and all devices will be installed. If the alarm system includes an exterior audible bell, horn or siren, it is designed to shut off after sounding for not more than five (5) minutes. You will provide 24 hour - 110-volt electrical service, including n switched electrical outlets for the System's transformers and other electrical needs, and will make repairs to the premises (such as fixing loose doors, broken windows, sprinkler off valves, etc.) that we deem reasonably necessary to facilitate the installation and operation of the System. You will provide adequate lighting for any CCTV system, and other provide the proper environment for the Systems as we may reasonably request. If telephone utility services or cables are necessary for the installation and operation of the Syste you will provide them at your expense. We are not responsible if the installation is delayed because of bad weather, labor disputes, acts of God or other reasons beyond our cont You have the affirmative duty to inform us, prior to beginning of installation, of every location at the premises where we should not (because of concealed obstructions or hazar such as pipes, wires or asbestos) enter or drill holes. Unless so notified, we will determine where to drill holes and place equipment. We will take reasonable precautions to avo concealed obstructions, but have no means of determining with certainty if they exist. Any costs incurred to repair pipes, wires or other obstructions, and any resulting damaged walls, ceiling, floors or furnishings shall be your sole expense and responsibility. If asbestos or other health hazardous material is encountered during installation, we will cease until you have, at your sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to personnel. In no case shall we be liable for discovery or exposure of hidden asbestos or other hazardous material. After we complete the System, you and our representative wil inspect it. If something is missing or not properly installed, you will tell us within ten (10) days, otherwise the System will have been accepted by you. If the System is being installed as part of new construction or a remodeling of an existing structure and we pre-wire any portion of the System, and such wiring and/or related System components (e.g. switches) are damaged by you or others working on the premises, you agree to pay our standard labor and material charges to repair such damage. ***IF ADDITIONAL TRIPS AR REQUIRED TO COMPLETE THE JOB DUE TO CUSTOMER OR CONTRACTOR NOT PROVIDING REQUIRED EQUIPMENT OR CONNECTIONS BY SCHEDUL INSTALLATION DATE, (I.E. DOORS, WINDOWS, TELEPHONE, POWER… ETC.), THOSE TRIPS WILL BE BILLED AT STANDARD LABOR RATES. MOTION DETECTORS AND GLASS BREAK DETECTORS ARE FOR SPOT PROTECTION ONLY. SUBSCRIBER DESIRES NO ADDITIONAL PROTECTION AT THIS TIM SUBSCRIBER UNDERSTANDS THAT SUCH ADDITIONAL PROTECTION MAY BE AVAILABLE AND CAN BE PROVIDED BY HOFFMAN FOR A FEE. HOFFM DOES NOT WARRANTY ANY EQUIPMENT INSTALLED BY ANY OTHER COMPANY. HOFFMAN TO PROVIDE ONE HOUR FREE LABOR TO BRING SYSTEM ONLINE. ANY OTHER WORK REQUIRED TO MAKE SYSTEM OPERATIONAL WILL BE CHARGED ON A TIME PLUS MATERIALS BASIS. IF ANY WIRES HA BEEN CUT SINCE THE PRE-WIRE AND IT IS NECESSARY TO ADD ADDITIONAL EQUIPMENT TO COMPLETE SYSTEM, IT IS THE SUBSCRIBER'S RESPONSIBILITY TO PAY FOR THIS EQUIPMENT ON A TIME PLUS MATERIALS BASIS. USE OF WIRELESS EQUIPMENT IS AFFECTED BY UNSEEN VARIABLES. ADDITIONAL EQUIPMENT AND LABOR MAY BE REQUIRED IF CONDITIONS DICTATE. THESE COSTS ARE BILLED TO THE CUSTOMER. IF HOFFMAN IS INSTALLING A SYSTEM IN A PRE-WIRED HOUSE, HOFFMAN MAKES NO WARRANTY ON CONDITION OF EXISTING WIRE AND ADDITION COSTS MAY ARISE IF WIRE IS UNUSABLE OR LOST. SMOKE DETECTORS AND CARBON MONOXIDE DETECTORS ARE FOR AREA PROTECTION ONLY. A COSTS ATTRIBUTABLE TO MAKING THE FIRE ALARM SYSTEM OPERABLE FOR THE RESIDENCE IDENTIFIED BY THIS DOCUMENT, INCLUDING SALE AND INSTALLATION COSTS, DO NOT EXCEED FIVE HUNDRED DOLLARS ($500).***

FIRE PERMIT FEES ARE NOT INCLUDED AS THEY VARY BY JURISDICTION AND ARE THE SUBSCRIBER'S RESPONSIBILITY. ANY ADDITIONAL EQUIPMENT THAT MAY BE REQUIRED BY THE AUTHORITY HAVING JURISDICTION IS THE RESPONSIBILITY OF THE CUSTOMER AND MAY RESULT ADDITIONAL CHARGES. FIRE SYSTEMS REQUIRE DEDICATED POWER PROVIDED BY THE SUBSCRIBER.

IF SUBSCRIBER WISHES TO PROGRAM VIDEO RECORDER TO RECORD ON DETECTION OF MOTION ONLY, SUBSCRIBER UNDERSTANDS THAT UNDE SOME CIRCUMSTANCES MOVEMENT IN THE CAMERA IMAGE MAY NOT TRIGGER RECORDING CAUSING ALL OR PART OF AN EVENT TO NOT BE RECORDED. SUBSCRIBER SHALL PROVIDE INTERNET CONNECTION FOR ANY SERVICES AS REQUIRED FOR FUNCTION OF REMOTE MONITORING. HOFFMAN IS NOT RESPONSIBLE FOR FAILURES OF THAT INTERNET SERVICE OR LOST VIDEO DUE TO INTERNET RELATED ISSUES. NOTIFICATION VIDEO LOSS SIGNALS MAY BE INTERRUPTED DUE TO BROADBAND ISSUES BEYOND OUR CONTROL. SUBSCRIBER GIVES HOFFMAN THE RIGHT TO I INTO CAMERA SYSTEM FOR MONITORING AND TROUBLESHOOTING AS NECESSARY.

7. LIMITED/EXTENDED WARRANTY. For purchased Systems only, the following limited repair/replacement warranty applies:

a. WHAT IS COVERED: LIMITED WARRANTY - FOR ONE YEAR AFTER WE COMPLETE THE INSTALLATION, WE WILL PROVIDE THE FOLLOWING WARRANTY SERVICE: (1) FOR THE FIRST NINETY (90) DAYS OF THIS WARRANTY WE WILL REPAIR OR REPLACE ANY DEFECTIVE PART OF THE SYSTE WITHOUT CHARGE TO YOU; (2) AFTER THE FIRST NINETY (90) DAYS OF THIS WARRANTY WE WILL PROVIDE A REPLACEMENT FOR ANY DEFECTIVE PART WITHOUT CHARGE, BUT YOU WILL PAY FOR ALL LABOR AT OUR PREVAILING RATES WHICH WILL INCLUDE A MINIMUM VISIT CHARGE. WE M USE NEW OR USED PARTS OF EQUAL QUALITY. IF EXTENDED WARRANTY IS INCLUDED, THE POLICIES IN SECTION 6 (ABOVE & BELOW) WILL BE EXTENDED AS LONG AS YOUR ACCOUNT IS IN GOOD STANDING AND EXTENDED WARRANTY PAYMENTS ARE BEING MADE.

b. HOW TO GET SERVICE: CALL OR WRITE US AT THE ADDRESS AND TELEPHONE NUMBER AT THE TOP OF THIS AGREEMENT AND TELL US WHAT IS WRONG WITH THE SYSTEM. WE WILL PROVIDE SERVICE AS SOON AS POSSIBLE DURING OUR NORMAL BUSINESS HOURS WHICH ARE 8:00 A.M. TO 4:0 P.M., MONDAY THROUGH FRIDAY, EXCLUDING HOLIDAYS WE OBSERVE. EMERGENCY REPAIR SERVICE IS AVAILABLE AT OTHER TIMES FOR AN ADDITIONAL CHARGE WHICH INCLUDES A MINIMUM ONE-HOUR VISIT CHARGE.

c. WHAT IS NOT INCLUDED: REPAIR OF THE SYSTEM IS OUR ONLY DUTY. THIS WARRANTY DOES NOT INCLUDE DISPOSABLE ITEMS SUCH AS ACCES CONTROL CARDS, VIDEO HARDDRIVES AND BATTERIES WHICH WE WILL PROVIDE TO YOU AND YOU AGREE TO PAY FOR AT OUR PREVAILING RATE ANY REQUIRED OR REQUESTED FIRE ALARM TESTS AND/OR INSPECTIONS ARE NOT PART OF WARRANTY SERVICE AND SHALL BE SEPARATELY BIL TO YOU AT OUR PREVAILING RATES FOR SUCH SERVICES AND YOU AGREE TO PAY FOR THE SAME. WE MAKE NO OTHER EXPRESS WARRANTY INCLUDING ANY WARRANTY OF MERCHANTABILITY OF THE SYSTEM OR ITS FITNESS FOR ANY SPECIAL PURPOSE. WE DO NOT WARRANT THAT THE SYSTEM WILL ALWAYS DETECT, OR HELP PREVENT, ANY BURGLARY, INTRUSION, FIRE, HOLD-UP OR OTHER SUCH EVENT. WE DO NOT WARRANT TH THE SYSTEM CANNOT BE DEFEATED, BYPASSED OR COMPROMISED OR THAT IT WILL ALWAYS OPERATE. THIS WARRANTY DOES NOT COVER REPAI THAT ARE NEEDED BECAUSE OF AN ACCIDENT, ACTS OF GOD, YOUR FAILURE TO PROPERLY USE THE SYSTEM, OR IF SOMEONE OTHER THAN US ATTEMPTS TO REPAIR OR CHANGE THE SYSTEM, OR ANY OTHER REASON EXCEPT A DEFECT IN THE EQUIPMENT OR OUR INSTALLATION. ALL IMPLI

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Approved as to Legal Form by County Counsel: 3B5B4214A7A4 Steven W. Dahlem ZorraSign Steven W. Dahle

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WARRANTIES ARE LIMITED IN DURATION TO THE TERM OF THIS EXPRESSED LIMITED WARRANTY. WE ARE NOT LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. YOU AGREE THAT THIS IS OUR ONLY WARRANTY AND WE HAVE GIVEN YOU NO OTHER WARRANTY FOR THE SYSTEM.
d. STATE LAW: SOME STATES DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR A LIMITATI ON THE DURATION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THE WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.
8. **CAMERA MAINTENANCE.** Camera Maintenance includes daily health alerts to be sent to Company if one of the cameras loses their picture or if the hard drive on the rec fails. Subscriber is responsible for maintaining high speed internet connection. Once per month, if remote access is made available by client and conditions permit, Hoffman wil remotely attempt to determine camera system is functioning as intended by using any combination of methods such as checking: system is accessible, recorded video, live video camera views, views obscured, or other processes to attain general system health. Camera maintenance also includes an annual camera cleaning to be scheduled by the client. Fi it covers all normal wear and tear on the equipment so if any camera or the recorder fails, we will replace it at no cost to subscriber. Any repair work necessary will be done duri normal business hours
9. **ALARM SYSTEM MONITORING SERVICE.** If you have subscribed to monitoring service, we shall connect the alarm system(s) to our monitoring facility (the "Center") monitoring will be provided in accordance with our Agreement. We will charge you directly for monitoring which will be billed to you by us pursuant to this Agreement. When burglary, fire, duress, medical or other alarm signal from the System is received in the Center, we will call your premises first, followed by the first person designated on Subscri Emergency Notification List, and then try to telephone the proper police or fire department and the other persons designated on Subscriber's Emergency Notification List.
HOFFMAN AND THE CENTER DO NOT PROVIDE MEDICAL SERVICES OR MEDICAL ADVICE. When a non-emergency signal is received (e.g. temperature or pump water flow sensors), we will attempt to contact the premises and then the first available person on your Subscriber information form but will not notify emergency authorities. W reserve the right to verify all alarm signals by using the two-way voice or visual devices, if one has been installed, calling the premises or otherwise before notifying the governr agencies. We may choose not to notify the government agencies if we have reason to believe that an emergency condition does not exist. We and you are obligated to comply w all notification and response requirements imposed by governmental agencies having jurisdiction over your system. We may discontinue or change any particular response servi due to governmental or insurance requirements by giving you written notice. If your police or fire department now or in the future requires physical or visual verification of an emergency condition before responding to a request for assistance, you agree to subscribe to such service if provided by us, or otherwise comply with such requirements. *If Hoff dispatches a Guard Company, subscriber is responsible to pay a response fee will each time Guard Company is dispatched.* We may charge an additional fee for such service th will be added to the then current monthly fee. *Subscriber is responsible for any city or county alarm permit fees.* You acknowledge and agree that all monitoring firmware and software, computer codes and monitoring information remain our sole and exclusive property. You consent to the tape recording of all telephonic communications with our offic the Center. *If Hoffman is providing Video Verification, standard dispatching procedures shall apply on all accounts with Video.* We will charge you directly for monitoring whic will be billed to you by us pursuant to this Agreement. False alarm charges shall be your responsibility.
10. **TRANSMISSION LINES.** The alarm system may include a communicator that sends signals to the Center over your regular telephone service, or Internet, cellular service long-range radio. If telephone service is used, you will pay for all telephone charges including any installation fee for a special jack to connect the alarm system to your telephon service. We recommend the use of an RJ31X or equivalent telephone jack to give the alarm system priority over other telephones in your premises, however, when the alarm sys is activated, you will be unable to use your telephone to make other calls (such as calls to the 911 emergency operator), and therefore, you may wish to have the System connect a second telephone line. If your telephone is out of order, placed on vacation status or otherwise not working, signals cannot be transmitted and we will not know of the telepho service problem. If an Internet, cellular or radio system is used for transmitting alarm signals from your premises to the Center, you acknowledge that the use of such system ma controlled by the California Public Utilities Commission and Federal Communications Commission and changes in rules, regulations and policies may necessitate our discontinu or changing such transmission facilities at our option. Communications systems may be impaired or interrupted by atmospheric conditions, including interruptions caused by an Internet provider, electrical storms, power failures or other outages, conditions and events beyond our control. You may be required to execute an additional agreement for Inter cellular or radio transmission service. You agree to reimburse us for any costs we may incur to reprogram the communications device of the alarm system because of area code changes or other dialing pattern changes. The use of DSL, VoIP, BPL or other broadband telephone service may prevent the System from transmitting alarm signals to the monitoring facility and/or interfere with the telephone line-seizure feature of the alarm system, after it is installed or anytime in the future. Such services should be installed on a telephone number that is not used for alarm signal transmission. You agree to notify us if you have installed or intend to install DSL, VoIP, BPL or other broadband service. IMMEDIATELY AFTER THE INSTALLATION OF DSL, VoIP, BPL OR OTHER BROADBAND SERVICE YOU MUST TEST THE SYSTEM'S SIGNAL TRANSMISSIC WITH THE CENTER.
11. FALSE ALARMS. You agree that you and others using the System will use it carefully so as to avoid causing false alarms. Severe weather or other forces beyond our cont can cause false alarms. If we receives too many false alarms, that will constitute a breach of contract by you, and we may cancel monitoring and service and seek to recover damages. You will pay any false alarm fine, penalty or fee that is charged against you, and if a false alarm fine, penalty or fee is charged to us by any governmental agency, you pay for the charge.
12. AFTER WARRANTY REPAIR SERVICE. At the end of our one (1) year limited warranty we will continue to repair the System and provide equipment on a time and material basis. You will pay our standard parts and labor charges for all repair calls and supplies. There will be a one (1) hour minimum visit charge for each repair call. See Sec 7(b) of our Limited Warranty on how to get repair service.
(B) For Systems provided to you by Hoffman, except as limited below, we shall provide repair service for the System including all parts and labor. All repairs shall be performe during normal business hours, which are 8:00 am to 4:00 pm, Monday through Friday, except holidays we observe, and will be performed as soon as reasonably possible after re of notice from you. Emergency service is available at other times at our prevailing service rates. You agree to pay for all parts and labor necessary to repair the System as a resu damage to the System caused by accident, your misuse or modification of the System, acts of God, or attempted repair service performed by anyone other than Company or our designee and charges for such repairs will be based on our then existing labor and material rates and will include a minimum one (1) hour visit charge and will be due and payab upon completion of the work. **YOU AGREE TO PAY FOR ANY DISPOSABLE ITEMS SUCH AS ACCESS CONTROL CARDS, VIDEO HARDDRIVES AND BATTERIES WHICH WE WILL PROVIDE TO YOU AND YOU AGREE TO PAY FOR AT OUR PREVAILING RATES.** If you fail to pay for such charges upon completion of the work, we may terminate this Agreement. For fire alarm or sprinkler supervisory systems we will provide inspection and testing service as set forth on the equipment description. Inspections and tests will be performed only during our normal business hours described above. We have no obligation to repair equipment to which the System is attached (e.g., a sprinkler system or access control system).
13. SUBSCRIBER'S DUTIES. You will instruct all other persons who may use the System on its proper testing and use. You will test the alarm system's protective devices an send test signals to the Center in accordance with our instructions at least monthly. If the security alarm system includes space protection (e.g., infrared, photo beams or other su detectors) you will turn off, control, relocate or remove all things such as air conditioning systems, inventory, furniture, heaters, and other such devices that might interfere with devices when they are turned on. If a problem in the System occurs you will notify us. You will complete and give us an emergency information form which will include the na telephone number and relationship of each person we may call in the event we believe there is an emergency at your premises, and other information we may require. In the cas fire alarm or sprinkler system, you will notify us in writing of any change in your fire rating bureau or agency. You will notify Hoffman in writing of any changes in the inform set forth on the Emergency Notification List. You agree that we may disclose the information regarding your system and on the Emergency Notification List to any government agency having jurisdiction over the use and operation of the System, without notice to you. You are solely responsible for (i) issuing and controlling access control cards and (ii) providing and maintaining video for CCTV systems and we do not provide film developing or video editing services.
14. SUSPENSION OR CANCELLATION OF THIS AGREEMENT. You understand that we may stop or suspend monitoring and other services if: (i) strikes, severe weath earthquakes or other such events beyond our control affect the operation of Hoffman or so severely damage your premises that continuing service would be impractical; (ii) there an interruption or unavailability of the telephone service between the alarm system and our monitoring facilities; (iii) you do not pay the service charge due to us, after we have you ten days notice that we are canceling service because of non-payment; (iv) we are unable to provide service because of some action or ruling by any governmental authority

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and/or (v) you become a debtor in a bankruptcy proceeding. If service is canceled or this Agreement expires or is terminated for any reason, you authorize us to remotely discon the alarm system communicator from our facility and/or enter your premises to disconnect the alarm system from our monitoring equipment and remove our signs, decals and communications software from your System and premises. If service is suspended because you have failed to pay the charges set forth herein, and you ask us to reactivate the System, you will pay, in advance, our then prevailing re-connection fee. YOU UNDERSTAND THAT THE ALARM SYSTEM MAY NOT WORK WITH EQUIPMENT USE BY OTHER ALARM COMPANIES OR MONITORING CENTERS.

15. TERMINATION, DEFAULT; TITLE TO SYSTEM In the event you are not the owner of the premises, you warrant that you have obtained the written consent of the ow for the installation and removal of the System. You authorize us to investigate your credit record, and to report your payment performance under this Agreement to credit agenc and credit reporting services. If you fail to make any payment when due we may discontinue installation, monitoring and service, terminate this Agreement and recover all dam to which we are entitled including, without limitation, the value of the work performed and the amount due to us for the unexpired term of the Agreement, including loss of profi In addition we may impose a late charge on all payments for services that are more than ten (10) days past due, in the amount equal to ten dollars ($10.00) or the maximum amo permitted by California law whichever is less. In no event shall Hoffman's failure to enforce this provision at any time be deemed to be a waiver by Hoffman to assert its rights created hereunder or to assess the late charge in the future. Unless you purchased the System from us (and the first box under Section 1 is checked), you acknowledge and agree the following: (A) This Agreement is a service agreement only and THE ENTIRE SYSTEM SHALL AT ALL TIMES REMAIN THE SOLE PROPERTY OF HOFFMAN. (B) will not damage, encumber or dispose of the System or permit the System to be damaged, encumbered, taken from the premises, tampered with or repaired by any but our servic personnel. (C) In the event of loss or damage to the System or any part thereof, you agree to pay us the System's reasonable replacement value or the cost of repair as the case m be. At the expiration of this Agreement or in the event of your default, you authorize us to enter your premises and to remove all or any portion of the System. (D) We may elect abandon all or any portion of the System. (E) Removal of the System shall be without prejudice to the collection of any and all sums due under the entire contract or extensions renewals thereof, including, but not limited to, recovery of our loss of profit for any unexpired term of this Agreement. (F) You will return the System to us in good condition, reasonable wear and tear excepted. (G) You agree that installation of the System does not create a fixture to your premises. In the event you are not the owner of the premises, y warrant that you have obtained the written consent of the owner for the installation and removal of the System.

16. ASSIGNEES AND SUBCONTRACTORS. We may transfer or assign this Agreement to any other security company, financial institution or other entity. Upon an assignm to another security company, Hoffman will be relieved of any further obligations hereunder. You may not transfer this Agreement to someone else (including someone who purchases or rents your premises) unless we approve the transfer in writing. We may use subcontractors to provide installation, repair, monitoring and other services. This Agreement, and particularly sections 16 and 17, shall apply to the work and services they provide, and shall apply to them and protect our assignees and subcontractors in the sa manner as it applies to and protects us.

17. CHANGES TO THE SYSTEM. If you or any governmental agency or insurance interest wants us to change the System described herein, or change it after it is installed, y agree to pay our standard parts and labor charges for such changes. YOU AGREE THAT YOU HAVE CHOSEN THE SYSTEM AND YOU UNDERSTAND THAT ADDITIONAL OR DIFFERENT PROTECTION IS AVAILABLE FOR A HIGHER PRICE.

18. HOFFMAN IS NOT AN INSURER; LIQUIDATED DAMAGES; LIMITATION OF LIABILITY. You understand that (a) we are not an insurer of your property or t personal safety of persons in your premises; (b) you should provide any insurance on your premises and its contents; (c) the amount you pay to us is based only on the value of t System and services we provide and not on the value of your premises or its contents; (d) alarm systems and our monitoring and repair service may not always operate properly various reasons; (e) it is difficult to determine in advance the value of the your property that might be lost, stolen or destroyed if the System or our service fails to operate proper (f) a CCTV or access control system may not detect or prevent an unauthorized intrusion onto the premises or unauthorized activities (including criminal conduct) by persons on premises; (g) it is difficult to determine in advance how fast the police or fire department or others would respond to an alarm signal; and (h) it is difficult to determine in advanc what portion, if any, of any property loss, personal injury or death would be proximately caused by our failure to perform, our negligence, or a failure of the System. Therefore agree that, even if a court decides that Hoffman's breach of this Agreement, a failure of the System, or our negligence, or a failure of the System, installation, monitoring, repair service, or other services caused or allowed any harm or damage (whether property damage, personal injury or death) to you or anyone in your premises, you agree that our liabi shall be limited to the lesser of $250.00 or six (6) times the quarterly services fee, as liquidated damages and not as a penalty, and this shall be your only remedy regardless of wh legal theory (including without limitation, negligence, breach of contract, breach of warranty or product liability) is used to determine that we were liable for the injury or loss. YOU MAY OBTAIN A LIMITATION OF LIABILITY. If you wish, you may obtain from us a limitation of liability for an additional periodic charge. If you elect this option, will attach a rider to this Agreement which will set forth the amount of the limitation of liability and the amount of the additional charge. Agreeing to the higher limitation of lia does not mean that we are an insurer.

19. THIRD PARTY INDEMNIFICATION AND SUBROGATION. If anyone other than you, asks us to pay for any harm or damages (including property damage, personal injury or death) connected with or resulting from (i) Hoffman's breach of this Agreement or a failure of the System or services, (ii) our negligence, (iii) any other improper or ca activity of ours in providing the System or services or (iv) a claim for indemnification or contribution, you will pay us (a) any amount which a court orders us to pay or which w reasonably agree to pay, and (b) the amount of our reasonable attorneys' fees and any other losses or costs that we may pay in connection with the harm or damages. Your oblig to pay us for such harm or damages shall not apply if the harm or damages happens while one of our employees or subcontractors is in or about your premises, and that employe subcontractor solely causes such harm or damages. Unless prohibited by your property insurance policy, you agree to release us from any claims of any parties suing through yo authority or in your name, such as your insurance company, and you agree to defend us against any such claim. You will notify your insurance company of this release.

20. LIMITATION ON LAWSUITS; REFERENCE. Both Hoffman and Subscriber agree that no law suit or any other legal proceeding connected with this Agreement shall b brought or filed more than two (2) years after the incident giving rise to the claim occurred. Any controversy, dispute, or claim between the parties arising out of or relating to th Agreement, (other than actions brought by Hoffman in small claims court to collect amounts due under this Agreement) will be settled by a reference proceeding in Merced, California, in accordance with the provisions of Section 638, et seq. of the California Code of Civil Procedure, or their successor section, which shall constitute the exclusive rem for the resolution of any controversy, dispute, or claim concerning this Agreement, including whether such controversy, dispute, or claim is subject to the reference proceeding. referee shall be appointed to sit as a temporary Judge with all of the powers of a temporary Judge authorized by law. In the event that the enabling Legislation, which provides fo appointment of a referee is repealed and no successor statute is enacted, any dispute between the parties that would otherwise be determined by a reference procedure herein, wil resolved and determined by binding arbitration. That arbitration will be conducted by a retired Judge of the Superior Court in accordance with Section 1280 to 1294.2 of the California Code of Civil Procedure, as amended from time to time. The arbitrator shall not have the power to commit errors of law or legal reasoning, and the award may be vac or corrected on appeal to a court of competent jurisdiction for any such error. The arbitrator shall allocate all the costs of the arbitration, including fees of the arbitrator and reasonable attorney's fees of the prevailing party against the party who did not prevail. Judgment on the award may be entered in any court having jurisdiction.

21. INCREASE IN SERVICES FEE. Notwithstanding any other term or condition set forth herein, after the expiration of one (1) year from the date of completion of installati we may at any time and from time to time, but not more than once in any twelve (12) month period, increase the monthly services fee by a percentage not to exceed ten percent (10%) of the monthly services fee in effect immediately prior to the effective date of the increase, by giving you thirty (30) days prior written notice of the amount of the increas you agree to pay the same.

22. INFORMATION AND PRIVACY. You understand and agree that in conjunction with employee training, quality control and the provision of services, we may monitor, record, store and, if necessary, disclose to third parties video and audio related to monitored activity at your location, as well as conversations with you, emergency services providers, and law enforcement personnel. You consent to such recording, storage, and disclosure on behalf of yourself and any minor children for whom you are the parent or l guardian. You further agree and represent that you have or will have obtained consent to such recording, storage, and disclosure from any other individuals who live or work at, otherwise frequent, your premises, including consent on behalf of any minor children for whom such individuals are the parents or legal guardians. Further, you understand that privacy cannot be guaranteed on telephone, cable and computer systems, and we shall not be liable to you for any claims, loss, damages or costs which may result from a lack of privacy experienced. You consent to us (i) using information about you and your location (collectively, "information") to administer services, offer you new products or services enforce the terms of this agreement, prevent fraud and respond to regulatory and legal requirements, (ii) provide information, including information contained on your emergenc

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information to law enforcement or fire service personnel for the purpose of providing services hereunder or in response to a subpoena or other such legal process, and (iii) using sharing aggregate customer information and statistics that do not include information that identifies you personally. Except as required to provide the services that you have sele we will not monitor your location. You further acknowledge and assume risks related to data security breaches and cybercrime, as a result of which information about you and y premises may be compromised, intercepted and/or used by third parties in a way that would compromise the security of your information, your safety and/or privacy, and the pri and safety of persons and property on your premises.

23. ENTIRE AGREEMENT. The entire and only agreement between you and Hoffman is written in this Agreement. They replace any earlier oral or written understandings or agreements. They may only be changed by a written agreement signed by you and us. THEY MAY NOT BE CHANGED BY ANY ORAL STATEMENTS MADE BY OUR SALES AGENT. If you have given or ever give us a purchase order for the System or service which provides for different terms than this Agreement, this Agreement will gove and be controlling. If any provision of this Agreement is found to be invalid or illegal by a court, the balance of the Agreement shall remain in force. You agree that this Agreer is performed in the state of California and shall be governed by the laws of California.

24. OUR LICENSES. ALARM COMPANY OPERATORS ARE LICENSED AND REGULATED BY THE BUREAU OF SECURITY AN INVESTIGATIVE SERVICES, DEPARTMENT OF CONSUMER AFFAIRS, SACRAMENTO, CALIFORNIA 95814. CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HA JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT O OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.CANCELLATION. [RESIDENT SYSTEMS ONLY] YOU, THE SUBSCRIBER, MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

HOFFMAN ELECTRONIC SYSTEMS

By Phillip Meek ACE # 540072
(Sales Agent & Agent Reg #)

3B5B4214B877
ZorroSign

Management Approval

Date: 11/08/2021, 20___

_Marshall Long, Board Chair/Mariposa County__
[Print Subscriber's Name]

By 3B5B4214B043 Marshall Long ZorroSign

Date: 11/03/2021

Type of Entity:
[ ] Sole Proprietorship [ ] Partnership
[ ] Corporation/LLC [ ] Other _____

THIS AGREEMENT WILL NOT BE BINDING UPON HOFFMAN UNTIL EITHER (i) APPROVED BY ONE OF OUR MANAGERS OR (ii) WE START THE INSTALLATION. IN THE EVENT OF NON-APPROVAL, OUR ONLY LIABILITY SHALL BE TO REFUND TO YOU THE AMOUNT THAT YOU PAID TO US UPON THE SIGNING OF THIS AGREEMENT. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT SUBSCRIBER MAY NOT RECEIVE A COPY OF THIS AGREEMEN APPROVED BY HOFFMAN'S MANAGER, AND SUCH LACK OF RECEIPT SHALL NOT, IN ANYWAY, INVALIDATE OR OTHERWISE AFFECT THIS AGREEMEI THE CITY OR COUNTY IN WHICH YOUR BUSINESS IS LOCATED MAY REQUIRE THAT YOU OBTAIN A PERMIT FOR THE USE AND MONITORING OF THE SYSTEM. LOCAL AUTHORITIES MAY NOT RESPOND TO ALARM NOTIFICATIONS UNTIL ALL PERMITS OR LICENSES FOR USE OF THE SYSTEM HAVE BE OBTAINED, AND THEREFORE COMPANY MAY NOT BEGIN MONITORING UNTIL SUBSCRIBER HAS OBTAINED AT SUBSCRIBER'S EXPENSES ALL NECESSARY PERMITS OR LICENSES, AND PROVIDED COMPANY WITH THE LICENSE OR PERMIT NUMBER.SUBSCRIBER AGREES DIGITAL SIGNATURES AND ELECTRONIC TRANSMISSION OF DOCUMENTATION IS LEGALLY BINDING AND JUST THE SAME AS ORIGINAL WET PEN-AND-PAPER SIGNATURES

Attachment: 21-605 - Hoffman Alarm agreement - 11-2-21 (RES-2022-646 : Approve Amendment to Agreement with Hoffman Electronic

Hoffman 3B5B4214B941 ZorroSign

Subscriber 3B5B4214B10D Marshall Long ZorroSign

Approved as to Legal Form by County Counsel: 3B5B4214A8D3 Steven W. Dahlem ZorroSign Steven W. Dah

Fresno Area:
90 E. Escalon Ave. #120
Fresno, CA 93710
(559) 292-7871
ACO # 4638
Con. Lic. 484100

HOFFMAN
ELECTRONIC SYSTEMS
Security for Home & Business
Burglary, Fire, Access, Cameras
Who's Watching Your Home or Business?

Merced
2301 Aviation Dr.
Atwater, CA 95301
(209) 384-3305
(800) 972-0003
(209) 722-1107-Fax
HoffmanElectronics.c

CHANGE ORDER / ADDENDUM

This Agreement is made and entered into by and between Hoffman Electronic Security, hereinafter referred to as "Hoffman", and Count Mariposa Hereinafter referred to as "Subscriber".

Change Order Submitted to: County of Mariposa Address: 5085 Bullion Street, Mariposa , Ca 95338 Phone: 209-966-3626 Submission Date: 11/4/22	Job Name: Mariposa County District Attorney (Access Control Exterior Door Add On) Job Location: 5085 Bulliion Street, Mariposa, Ca 95338 Architect: Date of Plans: jkeheley@mariposacounty.org

This Change Order / Addendum becomes a part of and is to be attached to the Agreement made by and between Hoffman and Subscribe and is referenced by the name of subscriber for additions or changes to the former Agreement. All provisions of the original Agreement apply with the same force and effect to this Change Order.

Parts List:

1 EA	Labor
3 EA	Access Control Module
3 EA	Card Reader
2 EA	Door Strikes
1 EA	Electric Door Strike
1 EA	Materials and Cable Management

Hoffman to add Access control to existing System to cover front entrance door, rear right exit Door and rear right office door.

Additional Cost To Subscriber: Five Thousand One Hundred Ninety-Five Dollars and No Cents $5,195.00
Additional Monthly Fee:$30.00 per month

ACCEPTANCE OF Change Order - The above prices, specifications and conditions are satisfactory and are hereby accepted. Hoffman is authorized to do t work as specified. Payment will be made as outlined above.

By _____
Sales Agent

Approved
By _____
Not valid unless signed by an officer of
Hoffman Electronic Systems

By _____
Subscriber

Date _____

Date _____

This Agreement shall not be binding upon Hoffman approved by an officer of Hoffman

Subscriber acknowledges that he has received a copy of this Agreement unless from an officer of Hoffman

Attachment: Mariposa County District Attorney (Access Control Exterior Door Add On) (RES-2022-646 : Approve Amendment to Agreement

MARIPOSA COUNTY

Fire · 209-966-4330

RESOLUTION - ACTION REQUESTED 2022-647

MEETING: November 22, 2022

TO: The Board of Supervisors

FROM: Mike Van Loben Sels, Acting Fire Chief

RE: Amendment to Agreement with NBS for Consulting Service of Fire Inpsector Development Fee Schedule

---

RECOMMENDATION AND JUSTIFICATION:
Approve an Amendment to Agreement with NBS Extending the Term to June 30, 2023, to Provide Consulting Services for the Development of a Fee Schedule for County Fire Prevention Inspector I/II and Collections Processes, in an Amount Not to Exceed $12,695; and Authorize the Board of Supervisors Chair to Sign the Amendment.

Mariposa County Fire has been working with NBS to develop a fee study. The study is near completion however will exceed the time frames of original agreement. Mariposa County Fire is requesting the BOS to extend our agreement with NBS so that we can complete the study and bring a final draft before the board for review and adoption.

Original agreement was approved under resolution 2021-597 as attached.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The County has a current agreement with NBS and has worked with this consultant company in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve extending the term agreement and not be able to complete the study and final draft document to bring before the board. This would lead to County Fire having no fee schedule established.

FINANCIAL IMPACT:
Funding of this service will be paid from approved County Fire budget proffesional services line $12,695

ATTACHMENTS:
NBS Routing Sheet, Amendment Packet (PDF)
NBS Cert of Insurance 22_23 (PDF)

REF ID# 13515

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Marshall Long, Wayne Forsythe, Miles Menetrey
EXCUSED: Rosemarie Smallcombe

AGREEMENT ROUTING SHEET

To: *Danielle Bondshu or Tracy Gauthier* Dept.: *Clerk of the Board* Date: 11/1/22

From: Cathy Garrett Agreement with: NBS Government Finance Group

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 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 (if NOT going to the Board)?

Yes ☐ **No** ☐

(If Yes, provide approval to COB via email. If No, see instructions below. **Non-standard agreements will NOT be processed without County Counsel's approval.**)

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

Vendor Signator & Title: Michael Rentner, President & CEO *(Name of person signing the agreement, and their title)*

Vendor Email: mrentner@nbsgov.com *(Email of signee)*

For: Fire Prevention Fee Study *(Provide a brief description of the service provided or product purchased, i.e. or "Police service dog training", "Annual Senior Health Fair", etc.)*

Term: 10/26/2022 to 6/30/2023 *(Enter beginning "to" end. **Must be 5 years 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.)

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

☐ **BOARD ACTION** M/Traq ID # or Res No.: _____ Scheduled Date: _____

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

☒ $12,695 **DEPARTMENT HEADS, Under $20,000** (MCC Section 3.08.050 and Res. 22-462): *(Purchasing Agent's approval required to purchase or lease real property or storage space.)*

☐ $_____ **CAO as Purchasing Agent, Under $60,000** (MCC Section 3.08.090 and Res. 22-462):

Section 4: OTHER AUTHORIZATION *(Complete the appropriate Section 4. field.)*

☐ **CODE COMPLIANCE AGREEMENTS (Signature Authority Policy (SAP) 5.2.1.3)** $_____

☐ **SOFTWARE AS A SERVICE or OTHER SUBSCRIPTIONS or LICENSES (SAP 5.2.1.4)** $_____

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

☐ **INTRA-AGENCY AGREEMENTS & MOUs w/ No Cost) (SAP 5.2.1.2 and Res. 22-462)** $_____

DIGITAL SIGNATURE INSTRUCTIONS

A. DH/CAO Approvals:

- **If using the UNCHANGED County agreement template, proceed with routing to 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.)
  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.

B. BOARD Items:

- **Email a digital version of the agreement** *(indicating the pages needing to be signed)* **and this routing sheet to the Clerk of the Board's Office.**

ROUTING

- **HARD COPIES:** Route agreements and routing sheet via interoffice mail to Tracy or Danielle in the COB's Office.
- **DIGITAL COPIES:** Combine agreement and new routing slip into one PDF document and email to Danielle (dbondshu@mariposacounty.org) and Tracy (tgauthier@mariposacounty.org) in the COB's Office for procurement of signatures.

Digital Signatures Authorized: 08-11-2020; Signature Authority Policy: 2-15-22; Purchasing Policy Authorized: 08-16-2022
Form Revision Date:08-23-22

Attachment: NBS Routing Sheet, Amendment Packet (RES-2022-647 : Amendment to Agreement with NBS for Consulting Service of Fire

FIRST AMENDMENT TO AGREEMENT FOR FIRE PREVENTION FEE STUDY

THIS FIRST AMENDMENT TO AGREEMENT FOR FIRE PREVENTION FEE STUDY is made and entered into this _____ day of _____20__, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as **"County,"** and NBS Government Finance Group, hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated November 1, 2021, wherein **Contractor** agreed to provide fire prevention fee study services; and

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

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

1. Paragraph 1, "TERM," is hereby amended to extend the term of the Agreement to June 30, 2023.

Except as herein amended, the Agreement dated November 1, 2021 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 October 25, 2022. The parties shall treat the Agreement as if it had been in full force and effect continuously since October 25, 2022, 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

_____
Mike van Loben Sels

CONTRACTOR

_____
Michael Rentner, President & CEO

APPROVED AS TO LEGAL FORM:

_____
Steven W. Dahlem
County Counsel

Attachment: NBS Routing Sheet, Amendment Packet (RES-2022-647 : Amendment to Agreement with NBS for Consulting Service of Fire

MARIPOSA COUNTY

Fire - 209-966-4330

RESOLUTION - ACTION REQUESTED 2021-597

MEETING: October 26, 2021

TO: The Board of Supervisors

FROM: Mike Van Loben Sels, Acting Fire Chief

RE: Approve Agreement with NBS to Provide Consulting Service of Fire Inpsector Development Fee Schedule

---

RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with NBS to Provide Consulting Service on the Development Fee Schedules for County Fire Prevention Inspector I/II and Collections Processes, in an Amount not to Exceed $12,695.00; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The County Fire Prevention Inspector I and II have primary responsibility to performs a wide variety of fire, life safety inspections, weed abatement, brush clearance, and education for all state mandated sites throughout the county including but not limited to schools, hotels, motels, assembly halls, churches, day care homes, pre-schools, and mental care facilities. Inspects residential, commercial buildings, and new construction in a thorough manner and accurately detects fire hazards and deviations from fire codes and standards. Assess conformity to California Fire Code, National Fire Protection Standards, Mariposa County Ordinances, and all other State and local fire life safety codes. Conducts annual license and permit inspections as assigned, reviewing applications, new and remodel construction plan review as it pertains to Title 19 fire protection, alarms systems, and access/egress for emergency fire equipment, issuing permits and performing inspections related to encroachments, new construction, public infrastructure, code enforcement, and food handling, to name just a few.

Currently fees are collected from permit applicants and other users that directly benefit from the services they are receiving. Collected fees are intended to offset the costs incurred in providing these services. Fees collected through the Building Department for County Fire are based on the County's adopted Fee Schedules. However, there is no specific Fee Schedule for Fire Prevention Inspector I or II and any fee that are collected for services provided by Fire Prevention Inspector are done under the Building Department Fee Schedule.

The goal of County Fire Prevention Inspector fees schedules is to collect fees that fairly and equitably recover the different services costs incurred by the County. The structure in which the County is organized to provide land prevention services has changed with the development of a Fire Prevention and Inspection program. There are some services provided today that were not provided at all for which no fees have been established in the fee schedules. Because fee schedules have not been comprehensively reviewed and updated for the Fire Prevention Inspector Position, it is anticipated that new fees will likely be required to meet the goal of

Attachment: NBS Routing Sheet, Amendment Packet (RES-2022-647 : Amendment to Agreement with NBS for Consulting Service of Fire

supporting and compensating Fire Prevention Inspector position and expanding prevention/inspection program.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The County has utilized the services of NBS in the past for FEE schedule consultation and development with positive feedback on their services provided.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve the agreement and continue to utilize a flat fee billed through Mariposa County Building fee schedule for all the different services and associated time frames provided through the Fire Prevention Inspector program.

FINANCIAL IMPACT:
Funding of this service will be paid from approved County Fire budget proffesional services line $12,695

ATTACHMENTS:
NBS Agreement 2021 (PDF)
InsuranceCertificate (3) (PDF)

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Tom Sweeney, District II Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

Attachment: NBS Routing Sheet, Amendment Packet (RES-2022-647 : Amendment to Agreement with NBS for Consulting Service of Fire

AGREEMENT FOR FIRE PREVENTION FEE STUDY

THIS AGREEMENT ("Agreement") is made and entered into this 1 day of November, 2021 by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and NBS Government Finance Group ("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 October 25, 2022, whichever is earlier.

2. SERVICES

Contractor shall perform a Fire Prevention Fee Study 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 $12,695.00. Contractor's hourly rates are listed in Exhibit A, "Scope of Work." 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 $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit

Attachment: NBS Routing Sheet, Amendment Packet (RES-2022-647 : Amendment to Agreement with NBS for Consulting Service of Fire

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 $2,000,000 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 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.

Attachment: NBS Routing Sheet, Amendment Packet (RES-2022-647 : Amendment to Agreement with NBS for Consulting Service of Fire

(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 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

Attachment: NBS Routing Sheet, Amendment Packet (RES-2022-647 : Amendment to Agreement with NBS for Consulting Service of Fire

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:
Michael Rentner
President & CEO

COUNTY:
Steven Ward, Division Chief
County of Mariposa
4802 Highway 140
Mariposa, CA 95338

Attachment: NBS Routing Sheet, Amendment Packet (RES-2022-647 : Amendment to Agreement with NBS for Consulting Service of Fire

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 thatCounty 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,

Attachment: NBS Routing Sheet, Amendment Packet (RES-2022-647 : Amendment to Agreement with NBS for Consulting Service of Fire

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.

Attachment: NBS Routing Sheet, Amendment Packet (RES-2022-647 : Amendment to Agreement with NBS for Consulting Service of Fire

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.

Attachment: NBS Routing Sheet, Amendment Packet (RES-2022-647 : Amendment to Agreement with NBS for Consulting Service of Fire

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.

Attachment: NBS Routing Sheet, Amendment Packet (RES-2022-647 : Amendment to Agreement with NBS for Consulting Service of Fire

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

COUNTY OF MARIPOSA

5E4716C60DD
Marshall Long
ZorroSign

Marshall Long, Chair
Board of Supervisors

CONTRACTOR

5E4716C60E7
ZorroSign

Michael Rentner
President&CEO

Approved as to Legal Form:

5E4716C60D3
Steven W. Dahlem
ZorroSign

Steven W. Dahlem, County Counsel
Mariposa County

Attachment: NBS Routing Sheet, Amendment Packet (RES-2022-647 : Amendment to Agreement with NBS for Consulting Service of Fire

NBS

870 Market Street, Suite 1223
San Francisco, CA 94102
Toll free: 800.434.8349

www.nbsgov.com

July 7, 2021

Steven Ward
Division Chief Operations 4203
Mariposa County Fire Department
4802 Highway 140
Mariposa, CA 95338

RE: Proposal for a Fire Prevention Fee Study

Dear Chief Ward:

It has been a pleasure speaking with you regarding the Department's desire to complete a Fee Study for the Mariposa County Fire Department. This effort is fundamental to the Department's fiscal sustainability.

We are proud of our established relationship with the County. Most recently we completed a Fee Study for the County's development service areas such as Planning, Building and Public Works. As a firm, we also have a historical relationship performing annual special district administration services for the County.

The following includes information about the Fee Study's proposed scope of services, project team, schedule, and professional fees for your review.

SCOPE OF SERVICES

This Fee Study's goal is to establish and/or update fees for service specific to the needs of the Department's Fire Prevention program. Types of fees that will be evaluated include fees for annual occupancy inspections, development plan review and inspection, sprinkler and alarm plan review and inspection, monitoring and permitting of vacation rentals, and similar regulatory services. In most cases, the only legal limitation on the establishment of these fees is that they may not exceed the estimated and reasonable costs incurred to provide the service or perform the function for which the fee is charged.[1] The Study will identify the total estimated and reasonable costs of providing these services and translate those costs into a schedule of regulatory fees for review and adoption by the Board of Supervisors.

NBS will review all fire prevention fees that can be analyzed on a time estimate or time data per activity basis. Development impact fees (AB 1600), taxes, penalties, fines, and fees regulated or set by the State are generally not included in this analysis.

The key deliverables for this project include:

- A written report detailing the justification of fees to be considered for adoption
- Technical appendices displaying the analytical support for findings
- Meetings with staff during the project to develop Study outcomes

[1] California Constitution, Article XIII C (1) (e)

Attachment: NBS Routing Sheet, Amendment Packet (RES-2022-647 : Amendment to Agreement with NBS for Consulting Service of Fire

- Future access to NBS experts as the need arises

Work Plan

Our detailed task plan for completing the Fee Study is as follows.

TASK 1. PROJECT COMMENCEMENT AND DATA COLLECTION

NBS will issue a consolidated data request to the Department. Initial data requested will center on adopted budgets, recent financial performance (revenues and expenditures), current labor cost detail and classifications, organizational structures, existing relevant policies, existing time-tracking and workload data, and other items of a more global nature.

Conduct a project commencement meeting with Department staff members who will oversee the progress, completion, and implementation of its findings. This meeting will include a discussion of expectations, process for conducting analyses, timeline, global data needs, established policies and procedures, and other topics.

TASK 2. FEE STRUCTURE REVIEW

Meet with the Department to review the existing fee structure (fee names and categories) and gather staff's ideas for modifying or enhancing current practices. Work with staff to determine the most effective and efficient type of fee structure based on the organization, permit tracking software capabilities, input from staff, etc. Applying industry expertise, recommend and develop revisions to existing fee structures including any deletion of fees, potential new fees, or changes in billing practices.

TASK 3. TIME STUDY

Initiate review of the organizational, workload, and time estimate (or tracked) data needed to calculate the cost of providing each fee for service. Communicate the subsequent steps to develop data necessary for justifying fees. Staff will be asked to provide an estimate of time spent on various activities and services performed on an annual basis, as well as on each individual fee-for-service activity. Develop data collection materials and track progress weekly on data submittal activities. Enter data into the fee model and ensure that the cost-of-service analysis is defensible and reasonable. The product of this task will be a modeling of the complete organizational, performance, and time requirements for the services under review in this study.

TASK 4. COST-OF-SERVICE ANALYSIS

Determine the full cost of service on an annual basis for the Department. The analysis will reflect all identifiable direct and indirect costs of providing services and will also incorporate applicable indirect costs, such as those defined by the Department's organizational structure as well as the County's annual Cost Allocation Plan.[2] Segregate total annual costs between fee-recoverable and non-fee recoverable services.

[2] County is responsible for providing a Cost Allocation Plan or similar overhead cost analysis

Attachment: NBS Routing Sheet, Amendment Packet (RES-2022-647 : Amendment to Agreement with NBS for Consulting Service of Fire

Calculate fully burdened hourly rates for the fire prevention program. Rates will consider the applicability of productive hours or direct-billed hours as the basis for calculation.

Multiply the fully burdened hourly rates by the time estimates gathered in Task 3 to compute the full cost of each individual fee for service activity. The full cost of service defined by NBS serves as the analytically justified maximum amount that may be recovered through a fee adopted by the Board of Supervisors.

TASK 5. DRAFT REVIEW AND REVISION

Review the draft results of the Study with Department staff. Determine any necessary refinements to core assumptions, revise core analytical modules and finalize the activity costs of service. This task represents one planned iteration of the analytical work products. Obtain final sign off on fee models.

TASK 6. RECOMMENDED FEE ANALYSIS

Discuss pricing objectives from the Department's perspective, i.e., comfort with full cost recovery or some alternative level of cost recovery. Facilitate this conversation by discussing public/private benefits or causation of each activity, potential market sensitivity, interaction with established goals or policies, behavior modification influence, and other considerations.

Collect data from the Department regarding recommended fees, either at or below the 100% full cost recovery fee amount calculated by NBS. Model the recommended cost recovery performance per fee item, and annually for the Department as a whole.

TASK 7. FINAL REPORT

Prepare a written report describing the complete work and findings of the project. Conduct a review session with Department staff and members of the executive team to review the findings issued in the draft report. Incorporate edits and issue the final report.

TASK 8: MEETINGS AND PRESENTATIONS

This proposal assumes the following regarding meetings during the Study and presentations of results:

Meetings with Staff – NBS will conduct meetings with Department staff to initiate the study process, review and discuss work products and gain insight from staff on the direction of the study. All work-in-progress meetings will be held via conference call or video conferencing format. We also expect to have regular email exchanges and phone conversations with staff to review data, discuss the study's progress, solicit input, and review the study's results.

Presentations – NBS will prepare PowerPoint presentations and present findings to the board of Supervisors, Board Subcommittees, or industry stakeholders as needed. Within the professional fees proposed for the project, we have included up to two remotely conducted meetings. In person presentations/meetings are included as an optional task in this proposal.

OPTIONAL TASKS

The following are optional tasks that the Department could select to enhance the scope of services for this project:

Attachment: NBS Routing Sheet, Amendment Packet (RES-2022-647 : Amendment to Agreement with NBS for Consulting Service of Fire

1. **Fee Comparison -** Policy makers often desire a comparison of fee amounts to neighboring jurisdictions. Although an "apples to apples" comparison of cost recovery policy and fee structures between agencies is challenging, a comparison can ensure a smoother implementation process. NBS will utilize our industry expertise comparing similar fire prevention fees in up to five (5) neighboring and comparable communities. A list of communities will be selected and approved by Department staff. We will download their respective fee schedules and supporting studies from the Internet. If schedules and supporting studies are not available on the Internet, we will make a reasonable attempt to contact the agency to obtain that information. We will then compile a comparison of the fee categories and amounts, for the most readily comparable fee items that match existing and proposed fire prevention fees.
2. **Additional Presentation of Materials** – For an additional fee, the NBS project manager can conduct additional remote, or in-person presentations as needed. NBS will prepare PowerPoint presentations and present findings to the board of Supervisors, Board Subcommittees, or industry stakeholders, etc.

PROJECT TIMELINE

The estimated timeline required for this Fee Study is three to four months for production of the final report. Implementation of the fee program through Board of Supervisor meetings, etc. would be at the County's discretion once the final report is completed. Additionally, we are accustomed to running projects in a shorter timeframe if that is needed for this engagement. At project commencement, we will prepare a detailed timeline with specific calendar dates of key events for the Department's review, comment, and mutual acceptance. NBS will provide periodic progress reports to assure progress is maintained according to timeline objectives.

PROJECT TEAM

For 25 years we have provided a full range of cost and revenue consulting services to California's local governments. Our senior project team members proposed for this engagement have completed more than 100 similar engagements over the life of their careers.

The following provides an overview of NBS professional staff that would be assigned to this project. Full-length resumes for the key project team staff are available upon request.

NICOLE KISSAM, PROJECT MANAGER

Role and Responsibilities: Nicole Kissam will manage the ongoing administration of the project, serving as the primary point of contact for Department's staff and directing the work efforts of our project team. She will be fully conversant in all findings and available for public events as needed. She will work closely with the Department's designated project manager to monitor the schedule and delivery of work products to the Department's satisfaction. While designing and directing analytical efforts, she will also provide senior-level technical analysis.

Attachment: NBS Routing Sheet, Amendment Packet (RES-2022-647 : Amendment to Agreement with NBS for Consulting Service of Fire

Work Experience: Nicole Kissam is Director of NBS' Financial Consulting Group. She has an extensive background in public sector consulting, city government, corporate management, marketing and public relations. Nicole has been a financial and management consultant to local government for 20 years, specializing in cost recovery policy, strategy, and analysis. Her subject matter expertise includes cost allocation plans, user and regulatory fee analysis, impact fee analysis, financial plans, business process improvement, and operational best management practices for California agencies. Nicole holds a Bachelor of Science in Business Administration from California Polytechnic State University in San Luis Obispo. She has completed similar projects as requested by the Department for many agencies across California.

LAUREN GUIDO, CONSULTANT

Roles and Responsibilities: Under the direction of the project manager, Lauren Guido will support this project as needed with the completion of key aspects of the project's Task Plan, including but not limited to fee model development, data collection and analysis, timeline management, draft reviews, and documentation efforts.

Work Experience: Lauren is a Consultant with NBS and brings more than a decade of accounting and financial management experience in the public and private sector to our project team. She has extensive applied skills in analytical software, databases, and spreadsheets and a special talent for graphical display of complex information in presentations to elected and community stakeholders. Lauren has a Bachelor of Fine Arts and Multimedia from Woodbury University.

NICOLE HUERTA, CONSULTANT

Role and Responsibilities: Under the direction of the project manager, Nicole Huerta will support projects as needed with the completion of key aspects of the project's Task Plan, including but not limited to organizational interviews, fee model development, data collection, timeline management, draft reviews, and documentation efforts.

Work Experience: Nicole Huerta has a Bachelor of Arts degree in Business Administration from California State University, Fullerton. She has more than a decade of research and analysis experience for public and private industry, including supporting cost allocation, user and regulatory fee studies. Nicole has extensive background in public finance and governmental accounting practices and policies as well as experience working with analytical software, databases, and spreadsheets.

PROFESSIONAL FEES

Our detailed project budget is shown below. Our professional fees are based on our understanding of the Department's needs and the effort we believe is necessary to complete the scope of services described in our proposal. We express this honestly and transparently through our price proposal.

Work will be performed on a time and materials basis, at the hourly labor rates shown in the budget table below. Our all-inclusive maximum pricing for this project is **$12,695.**

Attachment: NBS Routing Sheet, Amendment Packet (RES-2022-647 : Amendment to Agreement with NBS for Consulting Service of Fire

PROJECT COST DETAIL **Mariposa County Fire Department** **Task Plan**	**NBS Consultant Labor (Hours)**		**Grand Totals**	
	Director	Consultant	Consultant Labor (Hours)	Consultant Costs ($)
Hourly Rate	*$205*	*$140*		
Work Plan : Fire Prevention Fee Study				
1 - Project Commencement and Data Collection	1.0	1.0	2.0	$ 345
2 - Fee Structure Review	2.0	8.0	10.0	1,530
3 - Time Study	2.0	12.0	14.0	2,090
4 - Cost-of-Service Analysis	8.0	12.0	20.0	3,320
5 - Draft Review and Revision	2.0	6.0	8.0	1,250
6 - Recommended Fee Analysis	2.0	6.0	8.0	1,250
7 - Final Report & Presentation	6.0	12.0	18.0	2,910
8 - Meetings and Presentations	*included*			
TOTAL NOT TO EXCEED AMOUNT	**23.0**	**57.0**	**80.0**	**$ 12,695**

NBS' hourly rates are inclusive of all costs associated with professional time, such as document production, and incidentals. These rates will apply for the duration of our contract.

Optional Services

Should the Department wish to complete the Optional Services described in this proposal, the following professional fees would apply.

1. **Fee Comparison** - $2,000
2. **Additional Presentation of Materials** - Fees for additional implementation related presentations/meetings are as follows:
   - Remotely conducted - $550 per meeting.
   - In person meetings are not to exceed $1,750 per meeting, which includes professional fees of $1,000 per meeting plus any travel expenses not to exceed $750 per meeting.

We recommended the County authorize a project contingency budget for the cost of any optional services that may be required or potentially needed. This contingency budget would be utilized only upon authorization from the County's project manager.

Terms

At no time will we invoice for charges in excess of the mutually agreed upon fee amount. Should additional services be requested of NBS beyond those described in this document, we will discuss those requests and associated costs at that later time and only invoice for additional fees upon separate written authorization. NBS proposes to invoice monthly, following recorded consultant time on the project, paralleling our completion of the work. If payment is not received within 90 days, simple interest will begin to accrue at the rate of 1.5% per month. Either party can cancel contracts with 30 day's written notice.

Attachment: NBS Routing Sheet, Amendment Packet (RES-2022-647 : Amendment to Agreement with NBS for Consulting Service of Fire

****

As Director of the Financial Consulting Group for NBS, I will be the primary contact for this engagement. Please contact me at 800.434.8349 or via email at nkissam@nbsgov.com with questions about our proposal or about preparation of a professional services agreement. We would genuinely like to work on this project and help the Department move forward successfully.

Sincerely,

Nicole Kissam

Nicole Kissam
Director, Financial Consulting Group

Attachment: NBS Routing Sheet, Amendment Packet (RES-2022-647 : Amendment to Agreement with NBS for Consulting Service of Fire

NBSGOVE-01 LIDOR1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/21/2022

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 # 0L48969 C3 Risk & Insurance Services 404 Camino Del Rio S. STE 410 San Diego, CA 92108	CONTACT NAME: Lynne Robinson PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: lynne@c3insurance.com
INSURED NBS Government Finance Group 32605 Temecula Parkway, Suite 100 Temecula, CA 92592	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Hanover Insurance Company — 22292 INSURER B : Massachusetts Bay Insurance Co — 22306 INSURER C : Gemini Insurance Company — 10833 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: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X	X	OH3A43196309	9/24/2022	9/24/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY		X	AH3A42745811	9/24/2022	9/24/2023	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 $ 0			OH3A43196309	9/24/2022	9/24/2023	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WD3A42745709	9/24/2022	9/24/2023	[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
C	E&O Professional Lia			VNPL010991	9/24/2022	9/24/2023	Aggregate	2,000,000
C	E&O Professional lia			VNPL010991	9/24/2022	9/24/2023	Retention	20,000

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

Additional insureds are included as/where required by written contract as respects to General Liability, Auto Liability; General Liability Primary Non-Contributory wording; Auto Liability Primary Non-Contributory wording, General Liability waiver of subrogation, Auto Liability waiver of subrogation, Workers Compensation waiver of subrogation, but limited to the operations of the Insured under said contract, and always subject to all the policy terms, conditions and exclusions per endorsements attached. *THIS CERTIFICATE CANCELS AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED.*

Blanket forms apply when required by written contract:
GENERAL LIABILITY:
SEE ATTACHED ACORD 101

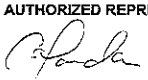
CERTIFICATE HOLDER

Mariposa County Fire Department
4802 Highway 140
P.O. Box 162
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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Attachment: NBS Cert of Insurance 22_23 (RES-2022-647 : Amendment to Agreement with NBS for Consulting Service of Fire Inpsector

AGENCY CUSTOMER ID: NBSGOVE-01 LIDOR1
LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 0L48969	NAMED INSURED
C3 Risk & Insurance Services		NBS Government Finance Group 32605 Temecula Parkway, Suite 100 Temecula, CA 92592
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Additional Insured-Special Broadening Endt: 391-1006 08 16
Additional Insured-Completed Operations: 391-1602 08 16
Primary & Non-Contributory: 391-1003 08 16
Waiver of Subrogation: 391-1003 08 16
AUTO:
Additional Insured: 461-0478 12 12
Primary & Non-Contributory: 461-0478 12 12
Waiver of Subrogation: 461-0500 11 13
WORKERS' COMPENSATION:
Waiver of Subrogation: WC 00 03 13 04 84

Deductibles:
General Liability- $0
Auto Liability- Comp Ded: $1,000 / Coll Ded: $1,000
Umbrella: $0
Professional Liability- $20,000 deductible (Per Claim).

Mariposa County Fire Department, its officers, officials, employees, and volunteers are included as additional insureds, as required by written contract with the named insured, per the attached endorsements regarding General Liability. Primary and Non-Contributory Wording applies per the attached endorsement regarding General Liability. Waiver of Subrogation applies per the attached endorsements regarding General Liability, Auto Liability and Workers Compensation.

ACORD 101 (2008/01)
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Attachment: NBS Cert of Insurance 22_23 (RES-2022-647 : Amendment to Agreement with NBS for Consulting Service of Fire Inpsector

Policy Number: OH3A43196309

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESSOWNERS LIABILITY SPECIAL BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SUMMARY OF COVERAGES	Limits	Page
1. Additional Insured by Contract, Agreement or Permit	Included	1
2. Additional Insured - Broad Form Vendors	Included	2
3. Alienated Premises	Included	3
4. Broad Form Property Damage - Borrowed Equipment, Customers Goods and Use of Elevators	Included	3
5. Incidental Malpractice (Employed Nurses, EMT's and Paramedics)	Included	3
6. Personal and Advertising Injury - Broad Form	Included	4
7. Product Recall Expense	Included	4
Product Recall Expense Each Occurrence Limit	$25,000 Occurrence	5
Product Recall Expense Aggregate Limit	$50,000 Aggregate	5
Product Recall Deductible	$500	5
8. Unintentional Failure to Disclose Hazards	Included	6
9. Unintentional Failure to Notify	Included	6

This endorsement amends coverages provided under the Businessowners Coverage Form through new coverages and broader coverage grants. This coverage is subject to the provisions applicable to the Businessowners Coverage Form, except as provided below.

The following changes are made to **SECTION II - LIABILITY:**

1. **Additional Insured by Contract, Agreement or Permit**

   The following is added to **SECTION II - LIABILITY, C. Who Is An Insured:**

   Additional Insured by Contract, Agreement or Permit

   a. Any person or organization with whom you agreed in a written contract, written agreement or permit to add such person or organization as an additional insured on your policy is an additional insured 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, but only with respect to:

      (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

      (2) Premises you own, rent, lease or occupy; or

      (3) Your maintenance, operation or use of equipment leased to you.

   b. The insurance afforded to such additional insured described above:

      (1) Only applies to the extent permitted by law; and

      (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

      (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.

      (4) Will not be broader than coverage provided to any other insured.

      (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

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c. This provision does not apply:

(1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".

(2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.

(3) To any lessor of equipment:

(a) After the equipment lease expires; or

(b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor.

(4) To any:

(a) Owners or other interests from whom land has been leased if the "occurrence" takes place or the offense is committed after the lease for the land expires; or

(b) Managers or lessors of premises if:

(i) The "occurrence" takes place or the offense is committed after you cease to be a tenant in that premises; or

(ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

(5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or failure to render any professional services by or for you.

d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION II - LIABILITY, D. Liability and Medical Expense Limits of Insurance**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the contract, agreement or permit described in Paragraph **a.**; or

2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

e. All other insuring agreements, exclusions, and conditions of the policy apply.

2. Additional Insured - Broad Form Vendors

The following is added to **SECTION II - LIABILITY, C. Who Is An Insured:**

Additional Insured - Broad Form Vendors

a. Any person or organization that is a vendor with whom you agreed in a written contract or written agreement to include as an additional insured under this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

b. The insurance afforded to such vendor described above:

(1) Only applies to the extent permitted by law;

(2) Will not be broader than the insurance which you are required by the contract or agreement to provide for such vendor;

(3) Will not be broader than coverage provided to any other insured; and

(4) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto

c. With respect to insurance afforded to such vendors, the following additional exclusions apply:

The insurance afforded to the vendor does not apply to:

(1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reasons of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;

(2) Any express warranty unauthorized by you;

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(3) Any physical or chemical change in the product made intentionally by the vendor;

(4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;

(5) Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product;

(6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;

(8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(a) The exceptions contained within the exclusion in subparagraphs (4) or (6) above; or

(b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(9) "Bodily injury" or "property damage" arising out of an "occurrence" that took place before you have signed the contract or agreement with the vendor.

(10) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.

(11) Any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

d. With respect to the insurance afforded to these vendors, the following is added to **SECTION II - LIABILITY, D. Liability and Medical Expense Limits of Insurance**:

The most we will pay on behalf of the vendor for a covered claim is the lesser of the amount of insurance:

1. Required by the contract or agreement described in Paragraph **a.**; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

3. **Alienated Premises**

SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage k. Damage to Property, paragraph **(2)** is replaced by the following:

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

4. **Broad Form Property Damage - Borrowed Equipment, Customers Goods, Use of Elevators**

a. The following is added to **SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage, k. Damage to Property**:

Paragraph **(4)** does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraph **(3)**, **(4)** and **(6)** do not apply to "property damage" to "customers goods" while on your premises nor to the use of elevators.

b. For the purposes of this endorsement, the following definition is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions:**

1. "Customers goods" means property of your customer on your premises for the purpose of being:
   a. Worked on; or
   b. Used in your manufacturing process.

c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent or on any other basis.

5. **Incidental Malpractice - Employed Nurses, EMT's and Paramedics**

SECTION II - LIABILITY, C. Who Is An Insured, paragraph **2.a.(1)(d)** does not apply to a nurse,

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emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.

6. **Personal Injury - Broad Form**

   a. **SECTION II - LIABILITY, B. Exclusions, 2. Additional Exclusions Applicable only to "Personal and Advertising Injury",** paragraph **e.** is deleted.

   b. **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions, 14.** "Personal and advertising injury", paragraph **b.** is replaced by the following:

      b. Malicious prosecution or abuse of process.

   c. The following is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions,** Definition **14.** "Personal and advertising injury":

      "Discrimination" (unless insurance thereof is prohibited by law) that results in injury to the feelings or reputation of a natural person, but only if such "discrimination" is:

      (1) Not done intentionally by or at the direction of:

         (a) The insured;

         (b) Any officer of the corporation, director, stockholder, partner or member of the insured; and

      (2) Not directly or indirectly related to an "employee", not to the employment, prospective employment or termination of any person or persons by an insured.

   d. For purposes of this endorsement, the following definition is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions:**

      1. "Discrimination" means the unlawful treatment of individuals based upon race, color, ethnic origin, gender, religion, age, or sexual preference. "Discrimination" does not include the unlawful treatment of individuals based upon developmental, physical, cognitive, mental, sensory or emotional impairment or any combination of these.

   e. This coverage does not apply if liability coverage for "personal and advertising injury" is excluded either by the provisions of the Coverage Form or any endorsement thereto.

7. **Product Recall Expense**

   a. **SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage, o. Recall of Products, Work or Impaired Property** is replaced by the following:

      o. Recall of Products, Work or Impaired Property

      Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

      (1) "Your product";

      (2) "Your work"; or

      (3) "Impaired property";

      If such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it, but this exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product".

      However, the exception to the exclusion does not apply to "product recall expenses" resulting from:

      (4) Failure of any products to accomplish their intended purpose;

      (5) Breach of warranties of fitness, quality, durability or performance;

      (6) Loss of customer approval, or any cost incurred to regain customer approval;

      (7) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;

      (8) Caprice or whim of the insured;

      (9) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;

      (10) Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials; or

      (11) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.

   b. The following is added to **SECTION II - LIABILITY, C. Who Is An Insured,** paragraph **3.b.:**

      "Product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

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c. The following is added to **SECTION II - LIABILITY, D. Liability and Medical Expenses Limits of Insurance**:

Product Recall Expense Limits of Insurance

a. The Limits of Insurance shown in the SUMMARY OF COVERAGES of this endorsement and the rules stated below fix the most that we will pay under this Product Recall Expense Coverage regardless of the number of:

(1) Insureds;

(2) "Covered Recalls" initiated; or

(3) Number of "your products" withdrawn.

b. The Product Recall Expense Aggregate Limit is the most that we will reimburse you for the sum of all "product recall expenses" incurred for all "covered recalls" initiated during the policy period.

c. The Product Recall Each Occurrence Limit is the most we will pay in connection with any one defect or deficiency.

d. All "product recall expenses" in connection with substantially the same general harmful condition will be deemed to arise out of the same defect or deficiency and considered one "occurrence".

e. Any amount reimbursed for "product recall expenses" in connection with any one "occurrence" will reduce the amount of the Product Recall Expense Aggregate Limit available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

f. If the Product Recall Expense Aggregate Limit has been reduced by reimbursement of "product recall expenses" to an amount that is less than the Product Recall Expense Each Occurrence Limit, the remaining Aggregate Limit is the most that will be available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

g. **Product Recall Deductible**

We will only pay for the amount of "product recall expenses" which are in excess of the $500 Product Recall Deductible. The Product Recall Deductible applies separately to each "covered recall". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount, if applicable. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

The Product Recall Expense Limits of Insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for the purposes of determining the Limits of Insurance.

d. The following is added to **SECTION II - LIABILITY, E. Liability and Medical Expense General Conditions, 2. Duties in the Event of Occurrence, Offense, Claim or Suit**:

You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":

(1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;

(2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance.

e. For the purpoess of this endorsement, the following definitions are added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions:**

1. "Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

2. "Product recall expense(s)" means:

a. Necessary and reasonable expenses for:

(1) Communications, including radio or television announcements or printed advertisements including stationary, envelopes and postage;

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(2) Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;

(3) Remuneration paid to your regular "employees" for necessary overtime;

(4) Hiring additional persons, other than your regular "employees";

(5) Expenses incurred by "employees" including transportation and accommodations;

(6) Expenses to rent additional warehouse or storage space;

(7) Disposal of "your product", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal,

you incur exclusively for the purpose of recalling "your product"; and

b. Your lost profit resulting from such "covered recall".

f. This Product Recall Expense Coverage does not apply:

(1) If the "products - completed operations hazard" is excluded from coverage under this Coverage Part including any endorsement thereto; or

(2) To "product recall expense" arising out of any of "your products" that are otherwise excluded from coverage under this Coverage Part including endorsements thereto.

8. Unintentional Failure to Disclose Hazards

The following is added to **SECTION II - LIABILITY, E. Liability and Medical Expenses General Conditions:**

Representations

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

9. Unintentional Failure to Notify

The following is added to **SECTION II - LIABILITY, E. Liability and Medical Expenses General Conditions, 2. Duties in the Event of Occurrence, Offense, Claim or Suit:**

Your rights afforded under this Coverage Part shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury", "property damage" or "personal and advertising injury" is not covered under this Policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

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Policy Number: OH3A43196309

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name Of Person Or Organization	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION AS REQUIRED	BY CONTRACT

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

For the purpose of coverage provided by this endorsement, the following changes are made to **SECTION II - LIABILITY:**

A. The following is added to **SECTION II - LIABILITY, C. Who Is An Insured:**

Any person or organization shown in the Schedule above is also an additional insured, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule above, performed for that additional insured and included in the "products-completed operations hazard".

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. The following is added to **SECTION II - LIABILITY, D. Liability And Medical Expenses 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.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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1. **SECTION I - PROPERTY**, if two or more of this coverage part's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.
2. **SECTION II - LIABILITY**, it is our stated intent that the various Coverage Parts, forms, endorsements or policies issued to the named insured by us, or any company affiliated with us, do not provide any duplication or overlap of coverage for the same claim, "suit", "occurrence", offense, accident, "wrongful act" or loss. We will not pay more than the actual amount of the loss or damage.

   If this Coverage Part and any other Coverage Part, form, endorsement or policy issued to the named insured by us, or any company affiliated with us, apply to the same claim, "suit", occurrence, offense, accident, "wrongful act" or loss, the maximum Limit of Insurance under all such Coverage Parts, forms, endorsements or policies combined shall not exceed the highest applicable Limit of Insurance under any one Coverage Part, form, endorsement or policy.

   This condition does not apply to any Excess or Umbrella Policy issued by us specifically to apply as excess insurance over this policy.

G. Liberalization

If we adopt any revision that would broaden the coverage under this policy without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this policy.

H. Other Insurance

1. **SECTION I - PROPERTY**

   If there is other insurance covering the same loss or damage, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But, we will not pay more than the applicable Limit of Insurance of **SECTION I - PROPERTY.**

2. **SECTION II - LIABILITY**

   If other valid and collectible insurance is available to the insured for a loss we cover under **SECTION II - LIABILITY**, our obligations are limited as follows:

   a. Primary Insurance

   This insurance is primary except when paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in paragraph **c.** below.

   However, if you agree in a written contract, written agreement, or written permit that the insurance provided to any person or organization included as an Additional Insured under this Coverage Part is primary and non-contributory, we will not seek contribution from any other insurance available to that Additional Insured which covers the Additional Insured as a Named Insured except:

   (1) For the sole negligence of the Additional Insured; or

   (2) When the Additional Insured is an Additional Insured under another liability policy.

   b. Excess Insurance

   This insurance is excess over:

   (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:

   (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

   (b) That is Property Insurance for premises rented to you or temporarily occupied by you with permission of the owner;

   (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

   (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to **SECTION II - LIABILITY, Exclusion g. Aircraft, Auto or Watercraft**; and

   (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

   When this insurance is excess, we will have no duty under **SECTION II - LIABILITY** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the

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insured's rights against all those other insurers.

c. When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

d. We will share the remaining loss, if any, with any other insurance that is not described in this provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage.

e. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable Limit of Insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable Limit of Insurance to the total applicable limits of insurance of all insurers.

f. When this insurance is excess, we will have no duty under Business Liability Coverage to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so; but we will be entitled to the insured's rights against all those other insurers.

I. Premiums

1. The first Named Insured shown in the Declarations:

a. Is responsible for the payment of all premiums; and

b. Will be the payee for any return premiums we pay.

2. The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

3. With our consent, you may continue this policy in force by paying a continuation premium for each successive one-year period. The premium must be:

a. Paid to us prior to the anniversary date; and

b. Determined in accordance with paragraph **2.** above.

Our forms then in effect will apply. If you do not pay the continuation premium, this policy will expire on the first anniversary date that we have not received the premium.

4. Undeclared exposures or change in your business operation, acquisition or use of locations may occur during the policy period that is not shown in the Declarations. If so, we may require an additional premium. That premium will be determined in accordance with our rates and rules then in effect.

J. Premium Audit

1. This policy is subject to audit if a premium designated as an advance premium is shown in the Declarations. We will compute the final premium due when we determine your actual exposures.

2. Premium shown in this policy as advance premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

3. The first Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request.

K. Transfer of Rights of Recovery Against Others to Us

1. Applicable to **SECTION I - PROPERTY** Coverage:

If any person or organization to or for whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

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a. Prior to a loss to your Covered Property.

b. After a loss to your Covered Property only if, at time of loss, that party is one of the following:

(1) Someone insured by this insurance;

(2) A business firm:

(a) Owned or controlled by you; or

(b) That owns or controls you; or

(3) Your tenant.

You may also accept the usual bills of lading or shipping receipts limiting the liability of carriers.

This will not restrict your insurance.

2. Applicable to **SECTION II - LIABILITY** Coverage:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair such rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

We waive any right of recovery we may have against any person or organization with whom you have a written contract, permit or agreement to waive any rights of recovery against such person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

This condition does not apply to Medical Expenses Coverage.

L. Transfer of Your Rights and Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured. If you die, your rights and duties will be transferred to your legal representative but only while that legal representative is acting within the scope of their duties as your legal representative. Until your legal representative is appointed, anyone with proper temporary custody of your property will have your rights and duties but only with respect to that property.

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POLICY NUMBER: AH3A42745811

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective 09/24/2022	Countersigned By:
Named Insured: NBS GOVERNMENT FINANCE	(Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s): CITY OF RANCHO CUCAMONGA AND RANCHO CUCAMONGA FIRE PROTECTION DISTRICT, ITS OFFICERS, OFFICIALS, EMPLOYEES, DESIGNATED VOLUNTEERS AND AGENTS SERVING AS INDEPENDENT CONTRACTORS IN THE ROLE OF CITY AND RCFPD OFFICIALS

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

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Policy Number: AH3A42745811

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO COVERAGE
BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. **CANCELLATION EXTENSION**

Paragraph **A. CANCELLATION 2. b.** of the **COMMON POLICY CONDITIONS** is replaced with the following:

b. 60 days before the effective date of cancellation if we cancel for any other reason.

SECTION I - COVERED AUTOS

2. **EMPLOYEE HIRED "AUTOS"**
Description Of Covered Auto Designation Symbols; Symbol 8 is replaced by the following:

8 = Hired "Autos" Only - Only those "autos" you lease, hire, rent or borrow; including "autos" your employee hires at your direction, for the purpose of conducting your business. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees" or partners or members of their households.

SECTION II - LIABILITY COVERAGE

3. **BROADENED NAMED INSURED**

The following is added to the **SECTION II - LIABILITY COVERAGE**, Paragraph 1. **Who Is An Insured** provision:

d. Any business entity for which you have a financial interest greater than 50% of the voting stock or otherwise have a controlling interest after the effective date of this policy or that is newly acquired or formed by you during the term of this policy.

The coverage provided by this provision is afforded until expiration or termination of this policy, whichever occurs earlier.

The coverage provided by this provision does not apply to any business entity described in d. above that qualifies as an insured under any other automobile liability policy issued to that business entity as a named insured or would have been an insured except for the exhaustion of the policy limits or the insolvency of the insurer.

The coverage provided by this provision does not apply to "bodily injury" nor "property damage" arising from an accident that occurred prior to your acquiring or forming the business entity described in d. above.

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Policy Number: AH3A42745810

4. **EMPLOYEES AS INSUREDS**

The following is added to the **SECTION II - LIABILITY COVERAGE**, Paragraph 1. **Who Is An Insured** provision:

e. Any employee of yours is an "insured" while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

5. **SUPPLEMENTARY PAYMENTS**

The following amends **SECTION II - LIABILITY COVERAGE**, Paragraph 2. **Coverage Extensions** provision:

Paragraph (2) is replaced by the following:

(2) Up to $2500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

Paragraph (4) is replaced by the following:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

6. **AMENDED FELLOW EMPLOYEE EXCLUSION**

The following is added to the **SECTION II - LIABILITY COVERAGE, B. Exclusions** Paragraph 5. **Fellow Employee** exclusion:

This exclusion does not apply if the "bodily injury" arises from the use of a covered "auto" you own or hire. This coverage is excess over any other collectible insurance

SECTION III - PHYSICAL DAMAGE COVERAGE.

7. **EXPENSE OF RETURNING A STOLEN "AUTO"** and **SIGN COVERAGE**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A.1. COVERAGE:**

d. **Expense Of Returning A Stolen "Auto"**

We will pay for the expense of returning a covered "auto" to you.

e. **Sign Coverage**

We will pay for loss to signs, murals, paintings or graphics, as part of equipment, which are displayed on a covered "auto".

The most we will pay for "loss" in any one "accident" is the lesser of:

1. The actual cash value of the property as of the time of the "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
3. $2,000.

8. **GLASS BREAKAGE DEDUCTIBLE**

The following is added to SECTION III- PHYSICAL DAMAGE COVERAGE A. COVERAGE paragraph 3. Glass Breakage - Hitting a Bird or Animal - Falling Objects or Missiles:

Any deductible shown in the Declarations as applicable to the

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covered "auto" will not apply to glass breakage if such glass is repaired, rather than replaced.

9. **TRANSPORTATION EXPENSE**

Paragraph 4. **Coverage Extension**. of **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE** is replaced with the following:

4. **Coverage Extension**

We will pay up to $50 per day to a maximum of $1500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

10. **HIRED AUTO PHYSICAL DAMAGE**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE:**

5. **Hired Auto Physical Damage**

If hired "autos" are covered "autos" for Liability Coverage and if Physical Damage Coverage of Comprehensive, Specified Causes of Loss, or Collision is provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverage(s) provided is extended to "autos" you hire without a driver or your employee hires, without a driver, at your direction, for the purpose of conducting your business, for a period of 30 days or less, of like kind and use as the "autos" you own, subject to the following:

The most we will pay for any one loss is the lesser of the following:

a. $50,000 per accident, or
b. cash value, or
c. the cost of repair,

minus the deductible equal to the lowest deductible applicable to any owned "auto" for that coverage. Any deductible shown in the Declarations does not apply to "loss" caused by fire or lightning. Subject to the limit and deductible stated above, we will provide coverage equal to the broadest coverage provided to any covered "auto" you own, that is applicable to the loss.

If the loss arises from an accident for which you are legally liable and the lessor incurs an actual financial loss from that accident, we will cover the lessor's actual financial loss of use of the hired "auto" for a period of up to seven consecutive days from the date of the accident, subject to a limit of $1,000 per accident.

11. **AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE:**

6. **Audio, Visual and Data Electronic Equipment Coverage**

We will pay for "loss" to any electronic equipment that receives

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or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in the covered "auto' at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto", including its antennas and other accessories. However , this does not include tapes, records or discs.

The exclusions that apply to PHYSICAL DAMAGE COVERAGE, except for the exclusion relating to Audio, Visual and Data Electronic Equipment, also apply to coverage provided herein. In addition, the following exclusions apply:

We will not pay , under this coverage, for either any electronic equipment or accessories used with such electronic equipment that is:

1. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or

2. Both:

   a. An integral part of the same unit housing any sound reproducing equipment designed solely for the reproduction of sound if the sound reproducing equipment is permanently installed in the covered "auto", and

   b. Permanently installed in the opening of the dash or console normally used by the manufacturer for the installation of a radio.

With respect to coverage herein, the **LIMIT OF INSURANCE** provision of **PHYSICAL DAMAGE COVERAGE** is replaced by the following:

1. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of

   a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
   b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
   c. $500.

2. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the "loss".

3. Deductibles applicable to **PHYSICAL DAMAGE COVERAGE**, do not apply to this Audio, Visual and Data Electronic Equipment Coverage.

If there is other coverage provided by this policy for audio, visual and data electronic equipment, the coverage provided herein is

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excess. However, you may elect to apply the limit or any portion thereof of coverage provided herein to pay any deductible that is applicable under the provisions of the other coverage.

12. **RENTAL REIMBURSEMENT** and **MATERIAL TRANSFER EXPENSE**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE:**

7. **Rental Reimbursement and Material Transfer Expense**

This coverage provides only those Physical Damage Coverages where a premium is shown in the Declarations. It applies only to a covered "auto" described or designated to which the Physical Damage Coverages apply.

We will pay for auto rental expenses and the expenses, incurred by you because of "loss" to a covered "auto", to remove and transfer your materials and equipment from the covered "auto" . Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.

We will pay only for those auto rental expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

1. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and transport it to a repair shop.

2. 60 days.

Our payment is limited to the lesser of the following amounts:

1. Necessary and actual expenses incurred, including loss of use.

2. $3000.

This auto rental expense coverage does not apply while there are spare or reserve "autos" available to you for your operations.

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the **SECTION III - PHYSICAL DAMAGE COVERAGE, A.** 4. Coverage Extension.

13. **AIRBAG COVERAGE**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions**, paragraph **3.**

The portion of this exclusion relating to mechanical or electrical breakdown does not apply to the accidental discharge of an airbag. This coverage is excess of other collectible insurance or warranty. No deductible applies to this Airbag Coverage.

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Policy Number: AH3A42745810

14. **AUTO LOAN PHYSICAL DAMAGE EXTENSION**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance** provision:

When a "loss" results in a total loss to a covered auto you own for which a Loss Payee is designated in this policy, the most we will pay for "loss" in any one "accident" is the greater of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or

2. The outstanding balance of the initial loan, less any amounts for taxes, overdue payments, overdue payment charges, penalties, interest , any charges for early termination of the loan, costs for Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan, and carry-over balances from previous loans.

15. **AUTO LEASE PHYSICAL DAMAGE EXTENSION**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance** provision:

If, because of damage, destruction or theft of a covered "auto", which is a long-term leased "auto", the lease agreement between you and the lessor is terminated, "we" will pay the difference between the amount paid under paragraph **C. LIMIT OF INSURANCE 1.** or **2.** and the amount due at the time of "loss" under the terms of the lease agreement applicable to the leased "auto" which you are required to pay: less any fees to dispose of the auto; any overdue payments; financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage; security deposits not refunded by the lessor; cost for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan; and carry over balances from previous leases.

This coverage applies only to the initial lease for the covered "auto" which has not previously been leased. This coverage is excess over all other collectible insurance.

SECTION IV - CONDITIONS

16. **DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

The following is added to **SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss:**

d. Knowledge of any "accident", claim, "suit" or "loss" will be deemed knowledge by you when notice of such "accident", claim, "suit" or "loss" has been received by:

(1) You, if you are an individual;
(2) Any partner or insurance manager if you are a partnership; or
(3) An executive officer or insurance manager if you are a corporation.

17. **BLANKET WAIVER OF SUBROGATION**

Paragraph **5. Transfer Of Rights Of Recovery Against Others To Us, SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions** is replaced by the following:

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Policy Number: AH3A42745810

5. **Transfer Of Rights Of Recovery Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, which have not been waived through the execution of an "insured contract", written agreement, or permit, prior to the "accident" or "loss" giving rise to the payment, those rights to recover damages from another are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after the "accident" or "loss" to impair them.

18. **UNINTENTIONAL FAILURE TO DISCLOSE INFORMATION**

The following is added to **SECTION IV BUSINESS AUTO CONDITIONS. B. General Conditions**, paragraph **2. Concealment, Misrepresentation Or Fraud**:

Your unintentional error in disclosing, or failure to disclose, any material fact existing after the effective date of this Coverage Form shall not prejudice your rights under this Coverage Form. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

19. **HIRED AUTO – WORLDWIDE COVERAGE**

The following is added to **SECTION IV - Business Auto Conditions, B. General Conditions**, paragraph **7. Policy Period, Coverage Territory** provision:

e. Outside the coverage territory described in a., b., c., and d. above for an "accident" or "loss" resulting from the use of a covered "auto" you hire, without a driver, or your employee hires without a driver, at your direction, for the purpose of conducting your business, for a period of 30 days or less, provided the suit is brought within The United States of America or its territories or possessions.

SECTION V - DEFINITIONS

20. **MENTAL ANGUISH**

Paragraph **C. "Bodily injury", SECTION V - DEFINITIONS** is replaced by the following:

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death or mental anguish resulting from any of these.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:	NBS GOVERNMENT FINANCE GROUP
Endorsement Effective Date:	09/24/2022

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION WHEN REQUIRED BY A WRITTEN CONTRACT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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POLICY NUMBER: AH3A42745810

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. The following is added to **SECTION II – LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured:**

Additional Insured if Required by Contract

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, such person or organization is an "insured"; but only to the extent that such person or organization qualifies as an "insured" under paragraph **A.1.c.** of this Section.

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, the most we will pay on behalf of such additional "insured" is the lesser of:

(1) The Limits of Insurance for liability coverage specified in the written contract, written agreement or written permit; or

(2) The Limits of Insurance for Liability Coverage shown in the Declarations applicable to this Coverage Part.

Such amount shall be part of and not in addition to the Limits of Insurance shown in the Declarations applicable to this Coverage Part. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

B. The following is added to **SECTION IV – BUSINESS AUTO CONDITIONS**, Paragraph **B. General Conditions,** subparagraph **5. Other Insurance:**

Primary and Non-Contributory

If you agree in a written contract, written agreement or written permit that the insurance provided to a person or organization who qualifies as an additional "insured" under **SECTION II – LIABILITY COVERAGE,** Paragraph **A.1. Who Is An Insured,** subparagraph **Additional Insured if Required by Contract** is primary and non-contributory, the following applies:

The liability coverage provided by this Coverage Part is primary to any other insurance available to the additional "insured" as a Named Insured. We will not seek contribution from any other insurance available to the additional "insured" except:

(1) For the sole negligence of the additional "insured"; or

(2) For negligence arising out of the ownership, maintenance or use of any "auto" not owned by the additional "insured" or by you, unless that "auto" is a "trailer" connected to an "auto" owned by the additional "insured" or by you; or

(3) When the additional "insured" is also an additional "insured" under another liability policy.

C. This endorsement will apply only if the "accident" occurs:

1. During the policy period;

2. Subsequent to the execution of the written contract or written agreement or the issuance of the written permit; and

3. Prior to the expiration of the period of time that the written contract, written agreement or written permit requires such insurance to be provided to the additional "insured".

D. Coverage provided to an additional "insured" will not be broader than coverage provided to any other "insured" under this Coverage Part.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

OR

THIS ENDORSEMENT APPLIES AS A BLANKET WAIVER
OF SUBROGATION FOR THOSE PARTIES HAVING A WRITTEN
CONTRACT WITH THE POLICYHOLDER REQUIRING A WAIVER
OF SUBROGATION FOR WORKERS COMPENSATION COVERAGE OF THE
POLICYHOLDERS EMPLOYEES.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. WD3A42745709 Endorsement No.
Insured Premium

Insurance Company Countersigned by _____
Massachusetts Bay Insurance Company

WC 00 03 13
(Ed. 4-84)

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MARIPOSA COUNTY

Fire · 209-966-4330

RESOLUTION - ACTION REQUESTED 2022-648

MEETING: November 22, 2022

TO: The Board of Supervisors

FROM: Mike Van Loben Sels, Acting Fire Chief

RE: Approve the Submittal of a Volunteer Fire Assistance Grant Application

---

RECOMMENDATION AND JUSTIFICATION:

Approve the Volunteer Fire Assistance Grant Agreement with the California Department of Forestry and Fire Protection (CAL FIRE) 7GF22319 for Personal Protective Clothing and Equipment; and Adopt a Resolution Authorizing the Fire Chief to Execute the Grant Agreement and Any Amendments Thereto (Subject to Approval as to Legal Form by County Counsel).

The VFA 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 equipment so they can stay in compliance with National Fire Protection Association safety standards while engaged in firefighting activities.

The approval to apply for this grant could enable Mariposa County Fire Department (MCFD) to purchase new wildland firefighting pants that comply with current safety regulations. This grant will effectively decrease the Fire Department's purchase price of the new gear to half.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

This program was previously called the Rural Capacity grant, which the Board of Supervisors has approved and accepted in the past. MCFD budgets for these matching funds requirement in anticipation of this opportunity. This grant is instrumental for updating gear to better protect our firefighters.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Mariposa County Fire Department will lose the available grant funds to replace its Wildland fire fighting pants.

FINANCIAL IMPACT:
Requires 50% match of 12,720.00 that has been budgeted in the 22/23 fy

REF ID# 13533

ATTACHMENTS:
Agreement 7GF22319 (PDF)
Formal Resolution (PDF)
RFC Grant Application 2022 Signed (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Marshall Long, Wayne Forsythe, Miles Menetrey
EXCUSED: Rosemarie Smallcombe

State of California
Department of Forestry and Fire Protection (CAL FIRE)
Cooperative Fire Protection
GRANT AGREEMENT

APPLICANT:

PROJECT TITLE: **Volunteer Fire Assistance**

GRANT AGREEMENT: **7GF22319**

PROJECT PERFORMANCE PERIOD is from date upon approval through June 30, 2023.
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 $ **$6,360.00** (or project costs, whichever is less).

The Special and General Provisions attached are made a part of and incorporated into this Grant Agreement.

Mike Van Ioben Sels- Fire Chief	**STATE OF CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION**
Applicant	
By	By
Signature of Authorized Representative	
Title Mariposa County Fire Chief	Title: **Matthew Sully** **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 354022DG2012147	ACTIVITY ID SUBGNT		AMOUNT OF ESTIMATE FUNDING **$ $6,360.00**
GL UNIT 3540	BUD REF 001	CHAPTER 43	ADJ. INCREASING ENCUMBRANCE **$ 0.00**
PROGRAM NUMBER 9999000FED	ENY **2022**		ADJ. DECREASING ENCUMBRANCE **$ 0.00**
ACCOUNT 5340580	ALT ACCOUNT **5340580002**		UNENCUMBERED BALANCE **$ $6,360.00**
REPORTING STRUCTURE 35409206	SERVICE LOCATION **92733**		

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.

Signature of CAL FIRE Accounting Officer

Date

Attachment: Agreement 7GF22319 (RES-2022-648 : Approve the Submittal of a Volunteer Fire Assistance Grant Application)

VOLUNTEER FIRE ASSISTANCE PROGRAM
TERMS AND CONDITIONS

DEPARTMENT OF FORESTRY AND FIRE PROTECTION

STATE OF CALIFORNIA
Natural Resources Agency

Agreement for the Volunteer Fire Assistance Program of the
Cooperative Forestry Assistance Act

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 _____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 Assistance program in California, hereinafter referred to as VFA, authorized by the Cooperative Forestry Assistant Act (PL 95-313, as amended, 16 U.S.C. 2106).

2. This is a subaward under the 2022 Volunteer Fire Assistance Grant #22-DG-11052012-147 awarded to STATE by the Forest Service on August 26, 2022. The Federal Assistance Listing for the award is 10.698, Cooperative Fire 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 VFA and agrees to the terms and conditions specified in the Procedural Guide for Volunteer Fire Assistance Program 2022.

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 Assistance Program 2022, 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, 2022 or LOCAL AGENCY will forfeit the funds.**

Attachment: Agreement 7GF22319 (RES-2022-648 : Approve the Submittal of a Volunteer Fire Assistance Grant Application)

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 2022** 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 **$6,360.00** 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, 2023.** 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, 2023 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 VFA, 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 "VFA 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 VFA 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 VFA Funds.

Attachment: Agreement 7GF22319 (RES-2022-648 : Approve the Submittal of a Volunteer Fire Assistance Grant Application)

12. ADDRESSES: The mailing addresses of the parties hereto under the terms of the Agreement are:

LOCAL AGENCY: _____

_____

_____

Attention: _____

Telephone Number(s): _____

E-mail _____

STATE: **Department of Forestry and Fire Protection**
Grants Management Unit, Attn: Megan Esfandiary
P. O. Box 944246
Sacramento, California 94244-2460
PHONE: (916) 894-9845
E-MAIL: Megan.Esfandiary@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 VFA 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 VFA 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.

Attachment: Agreement 7GF22319 (RES-2022-648 : Approve the Submittal of a Volunteer Fire Assistance Grant Application)

18. EQUIPMENT INVENTORY: Any single item purchased in excess of $5,000 will be assigned an VFA 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 VFA 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:

Attachment: Agreement 7GF22319 (RES-2022-648 : Approve the Submittal of a Volunteer Fire Assistance Grant Application)

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, 2023.**

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 VFA 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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Attachment: Agreement 7GF22319 (RES-2022-648 : Approve the Submittal of a Volunteer Fire Assistance Grant Application)

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.

Attachment: Agreement 7GF22319 (RES-2022-648 : Approve the Submittal of a Volunteer Fire Assistance Grant Application)

MARIPOSA COUNTY RESOLUTION NUMBER
A RESOLUTION AUTHORIZING MARIPOSA COUNTY FIRE CHIEF TO SIGN GRANT AGREEMENT 7GF22319

WHEREAS, having the proper personal protective clothing and equipment for local firefighters is crucial; and

WHEREAS the application for the VFA Block Grant was approved which enables rural fire departments to purchase such equipment; and

WHEREAS the Mariposa County Board of Supervisors approved Grant Agreement 7GF22319 with the California Department of Forestry and Fire Protection (Cal Fire).

NOW, THEREFORE BE IT RESOLVED, that the Mariposa County Board of Supervisors does hereby authorize the Mariposa County Fire Chief to execute Grant Agreement 7GF22319 and any amendment thereto (Subject to Approval as to Legal Form by County Counsel).

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County on this 22nd day of November 2022, by the following vote:

AYES:
NOES:
EXCUSED:
ABSTAIN:

_____
ROSEMARIE SMALLCOMBE, Chair
Mariposa County Board of Supervisors

ATTEST:

_____
DANIELLE BONDSHU, Clerk of the Board

APPROVED AS TO FORM

_____
STEVEN DAHLEM, County Counsel

Attachment: Formal Resolution (RES-2022-648 : Approve the Submittal of a Volunteer Fire Assistance Grant Application)

DocuSign Envelope ID: 86CE0996-4B1C-419B-BD0F-0BA042E2D1DC

California Department of Forestry and Fire Protection 2022-2023 Application for Funding Cooperative Forestry Assistance Act of 1978 Rural Fire Capacity (RFC) Program Agreement # 7GF

A. Department/Organization

Organization Name: Mariposa County Fire Department

Contact's First Name: Chris Contact's Last Name: Bernard

Street Address: 4802 Hwy 140

Mailing Address: P.O. Box 162

City: Mariposa County: Mariposa Zip Code: 95338

State: California CAL FIRE Unit: MMU - Madera-Mariposa-Merced Unit

Phone Number: (209) 966-4330 Email Address: chris.bernard@fire.ca.gov

DUNS Number: 071859607

To check to see what your DUNS Number is, or to apply for one, please visit the DUNS Number web page.

B. Area to be served by award (include areas covered by contract or written mutual aid agreements).

Number of Communities: 14 Area: 1,463.00 square miles

Congressional District #: CA-#04

Population: 17,147 Annual Budget:

Latitude N 37 ° 29 ' 302 " Longitude W 119 58 27 "

(Latitude must be between 32 and 42 degrees. Longitude must be between 114 and 125 degrees. Latitude and Longitude minutes and seconds must be between 0 and 60. Use a central point in the Applicant's service area for the general area covered by the project).

All projects **MUST** have a project area.

Attachment: RFC Grant Application 2022 Signed (RES-2022-648 : Approve the Submittal of a Volunteer Fire Assistance Grant Application)

C. Activity: Annual number of emergency incidents.

Fire: 251 + EMS: 2,394 + Other: 376 = Total: 3021

D. Indian Tribal Community (If project includes an Indian Tribal Community, please provide):

Population: Size (acres): # of structures:

Distance to nearest fire station (miles):

CAL FIRE USE ONLY (Formula-driven)

Total Application Request (up to 50%; $500 minimum, $20,000 maximum)

Project Total Cost: $ 12,720.00

Amount Funded for this Agreement:

Attachment: RFC Grant Application 2022 Signed (RES-2022-648 : Approve the Submittal of a Volunteer Fire Assistance Grant Application)

DocuSign Envelope ID: 86CE0996-4B1C-419B-BD0F-0BA042E2D1DC

E. Proposed Project (List individual items for funding. Include tax and shipping in unit co

	Type	Item	Quantity	Unit Cost	Item Total
1.	Safety - Wildland	Pants, Wildland Tactical	60	$ 212.00	$ 12,720.00
2.					$ 0.00
3.					$ 0.00
4.					$ 0.00
5.					$ 0.00
6.					$ 0.00
7.					$ 0.00
8.					$ 0.00
9.					$ 0.00
10.					$ 0.00
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

F. CAL FIRE USE ONLY (Formula-Driven)

Project Total Cost: $ 12,720.00

Attachment: RFC Grant Application 2022 Signed (RES-2022-648 : Approve the Submittal of a Volunteer Fire Assistance Grant Application)

Organization Name: Mariposa County Fire Department

G. Additional Information. 1. Briefly describe the area to be served: fire protection system, water system, equipment, facilities, staffing, hazards, etc. and purpose of proposed project. 2. How will the request(s) maintain or bring your organization into compliance with NFPA 1977? (Limited to space below)

The Mariposa County Fire Department is requestiong a Rural Fire Capacity (RFC) Program Grant for the purchase of NFPA compliant Wildland clothing items in the amount of $12,720.00 with the County paying $6360.00 and the RFC awarding $6360.00.
The Mariposa County Fire Department is an All Risk fire department providing fire suppression and rescue services to all unicorporated areas in the county with a total population served of approximately 17,147. There are 14 county fire stations protecting over 1463 square miles staffed by 85 volunteer firefighters. At this time, there no fire stations staffed 24 hours per day with career firefighters.
This cannot be understated, proper personal protective equipment is the most important life saving survival piece of equipment during extreme fire behavior. The deficiency of appropriate PPE has serverely impacted available manpower in previous fire seasons and with this year's projected increase in fire activity will place even greater burden on existing resources.

In addition to the original request(s), Applicants may list alternative projects for excess or unused funds, which the State will review during the initial application process. The State will determine which of the Applicant's projects are eligible for funding if excess or unused funds become available. Upon advance written approval by the State, the applicant may use additional/excess funding up to the contract maximum amount to purchase State approved items in listed order of priority on their application.

Deviations from the original application are considered an amendment and require prior approval before the amended expenditures can be made.

The funds will be only for those projects accomplished and/or items purchased between Agreement Approval Date and June 30, 2023. The Recipient agrees to provide CAL FIRE with itemized documentation of the Agreement project expenditures and bill CAL FIRE as soon as the project is complete, but no later than September 1, 2023.

The Recipient gives CAL FIRE or any authorized representative access to examine all records, books, papers, or documents relating to the Agreement. The Recipient shall hold harmless CAL FIRE and its employees for any liability or injury suffered through the use of property or equipment acquired under this Agreement. The applicant certifies that to the best of the applicant's knowledge and belief, the data in this application is true.

I certify that the above and attached information is true and correct:

DocuSigned by:
Mike Van Loben Sels
[F0DABE3F728...

Original Signature Required: Grantee's Authorized Representative

05/02/2022
Date Signed

Printed Name: Mike van Loben Sels

Title: Unit Chief

Executed on: 05/02/2022 (Date) at Mariposa Ca (City)

Organization Name: Mariposa County Fire Department

Attachment: RFC Grant Application 2022 Signed (RES-2022-648 : Approve the Submittal of a Volunteer Fire Assistance Grant Application)

DocuSign Envelope ID: 86CE0996-4B1C-419B-BD0F-0BA042E2D1DC

Grant Assurances for Cooperative Forestry Assistance Act of 1978
Rural Fire Capacity (RFC)

Organization Name: Mariposa County Fire Department

Contact's First Name: Chris Contact's Last Name: Bernard

Street Address: 4802 Hwy 140

Mailing Address: P.O. Box 162

City: Mariposa County: Mariposa Zip Code: 95338

State: California CAL FIRE Unit: MMU - Madera-Mariposa-Merced Unit

Phone Number: (209) 966-4330 Email Address: chris.bernard@fire.ca.gov

DUNS Number: 071859607

As the duly authorized representative of the applicant, I certify that the applicant named above:

1. Has the legal authority to apply for the Rural Fire Capacity grant, of the Cooperative Forestry Assistance Act of 1978 and has the institutional, managerial and financial capability to ensure proper planning management, and completion of the grant.

2. Will assure that grant funds are used only for items requested and approved in the application.

3. Assures that all wildland fire response employees (full-time, part-time, or volunteer) are fully equipped with appropriated wildland fire response personal protective equipment that meets NFPA 1977, *Standard on Protective Clothing and Equipment for Wildland Fire Fighting*, and are trained to a proficient level in the use of the personal protective equipment. Wildland fire suppression safety clothing, and equipment includes:

   - Safety helmet
   - Goggles
   - Ear Protection
   - Fire-resistant (i.e. Nomex) hood, shroud, or equivalent face and neck protection
   - Fire-resistant (i.e. Nomex) shirt and pants
   - Gloves
   - Safety work boots
   - Wildland fire shelter
   - Communications Equipment

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

Attachment: RFC Grant Application 2022 Signed (RES-2022-648 : Approve the Submittal of a Volunteer Fire Assistance Grant Application)

5. 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 for themselves or others, particularly those with whom they have a family, business or other ties.

6. Will comply with all applicable requirements of all other Federal laws, Executive orders, regulations, Program and Administrative requirements, policies, and other requirements governing this program.

7. Will comply with USDA Forest Service Civil Rights requirements.

   See the Forest Service Civil Rights literature on their web page.

8. Understands that failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

☑ In compliance with NFPA 1977 and trained in the use of Wildland PPE.

☐ Not in compliance with NFPA 1977, but applying for grant funding to purchase Wildland PPE and/or provide required training.

The undersigned represents that he/she is authorized by the above named applicant to enter into this agreement for and on behalf of the said applicant.

Printed Name of Authorized Agent: Mike van Loben Sels

Signature of Authorized Agent: DocuSigned by: Mike Van Loben Sels

Title of Authorized Agent: Unit Chief Date: 05/02/2022

Submission requires an unsigned and signed application.

1. Please complete and save an **unsigned** application.
2. In addition, please **sign and date** an application (electronic or wet signature OK).
3. On one email, please attach both the **unsigned** and **signed** applications and submit to CALFIRE.GRANTS@FIRE.CA.GOV.

Electronic copies must be submitted by May 4, 2022 at 11:59pm.

Attachment: RFC Grant Application 2022 Signed (RES-2022-648 : Approve the Submittal of a Volunteer Fire Assistance Grant Application)

MARIPOSA COUNTY

Fire · 209-966-4330

RESOLUTION - ACTION REQUESTED 2022-649

MEETING: November 22, 2022

TO: The Board of Supervisors

FROM: Mike Van Loben Sels, Acting Fire Chief

RE: Budget Action-Transfer

RECOMMENDATION AND JUSTIFICATION:
Approve Budget Action Transferring Funds within the County Fire Budget to Allow Payment and Reimbursement of Grant Purchased Fuel Reduction Equipment in the amount of $267,842.

As requested from the Auditor Office to change category from emergency vehicle replacement to fixed assets for payment of fuel reduction equipment. Once payment is processed, invoice and proof of payment will be submitted for grant reimbursement back to the County into fixed assets.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has approved budget actions of this type in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Payment would get processed though wrong category line. Fixed Assets category line item is the most appropriate as these are not emergency vehicles but tractors and fixed assets.

FINANCIAL IMPACT:
No finacial impact, just a transfer of funds.

ATTACHMENTS:
budget action form grant equipment (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Marshall Long, Wayne Forsythe, Miles Menetrey
EXCUSED: Rosemarie Smallcombe

REF ID# 13535

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
1001	228	60621	County Vehicle Expense			22,495
1001	228	60623	Fire Equipment Replacement			245,347
1001	228	70421	Heavy Equipment Vehicles		267,842	
					267,842	267,842

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;

DEPT HEAD SIGNATURE _____ DATE 11-14-22

APPROVED BY RES NO. _____ CLERK _____ DATE _____

DEPARTMENT _____

AUDITOR'S USE ONLY
BA #

Attachment: budget action form grant equipment (RES-2022-649 : Budget Action-Transfer)

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-650

MEETING: November 22, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Approve the Allocation of One Senior Administrative Analys in Health & Human Services Admin Divisoin

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RECOMMENDATION AND JUSTIFICATION:
Approve the Allocation of One Full Time Senior Administrative Analyst Position in the Health and Human Services Agency (HHSA) Administration Division, Effective November 1, 2022.

HHSA has determined that there is a need for an additional Senior Administrative Analyst position in the Administration Division to assist with Housing functions.

There is sufficient funding in the current budget and adjustment will be made at mid-year if necessary, so no budget action is required at this time. There will be no impact on the County General Fund.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board approved on June 14, 2016 the reclassification of three Administrative Analyst allocations into Senior Administrative Analyst Allocations with Board Resolution 2022-273. The Board approved on June 25, 2019 HHSA New Organizational structure and approved two new Senior Administrative Analyst allocations with Board Resolution 2019-374. Four of the Senior Administrative Analyst allocations have been filled. The fifth allocation was being used as an underfill for a Staff Services Analyst. When we went live with Oracle, the Staff Services Analyst allocation converted over, but we lost the Senior Administrative Analyst allocation in Oracle. Additionally, the Senior Administrative Analyst allocation inadvertently did not get requested in the budget for Fiscal Year 2022-2023. Therefore, we are bringing this item back to the Board for approval of the additional Senior Administrative Analyst allocation.

It is typical of the Board to review and approve the addition and elimination of position allocations.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve the additional allocation for this Senior Administrative Analyst position. Not adding this Senior Administrative Analyst position, may not allow us to keep up with the demands and functions in the Administration Branch Housing Unit.

FINANCIAL IMPACT:

There is sufficient funding in the current budget and adjustment will be made at mid-year if necessary, so no budget action is required at this time. There will be no impact on the County General Fund.

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Marshall Long, Wayne Forsythe, Miles Menetrey
EXCUSED: Rosemarie Smallcombe

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-651

MEETING: November 22, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Ratify Agreement 1091-21-0003 with the Calaveras-Mariposa Community Action Agency

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RECOMMENDATION AND JUSTIFICATION:
Ratify the Health and Human Services Agency Director's Signature on Sub-Recipient Agreement 1091-21-0003 with the Calaveras-Mariposa Community Action Agency (CMCAA) to Perform Scope of Work Related to Community Services Block Grant (CSBG) in the Total Amount Not to Exceed $30,000.

CMCAA is Joint Powers Authority between Calaveras and Mariposa counties, with County of Calaveras Health and Human Services Agency functioning as the administering entity for CSBG. Through the supporting program, Mariposa County Health and Human Services Agency (HHSA) is allocated $25,000 to provide disaster relief/response during natural disaster emergency needs and $5,000 to fulfill unmet housing needs/program services to support housing clients with special needs, gaps, and services to obtain housing assistance in Mariposa County.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Board of Supervisors received a presentation from CMCAA on June 14, 2022, providing an organization overview of current programs, projects, and financial status.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If Ratification is not approved, Mariposa County will not be able to participate in this program that would provide $30,000 in immediate emergency housing assistance services for our county.

FINANCIAL IMPACT:
This agreement will provide revenue for the County to perform the proposed services. There is no impact to the County General Fund.

ATTACHMENTS:
CMCAA Contract 2023 - 1091-21-0003 - DH and CMCAA signed (PDF)

REF ID# 13504

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Marshall Long, Wayne Forsythe, Miles Menetrey
EXCUSED: Rosemarie Smallcombe

COMMUNITY SERVICES BLOCK GRANT SUB-RECIPIENT CONTRACT

Mariposa County Health and Human Services Contractor	**Calaveras Mariposa Community Action Agency** Agency
Sub-Recipient Description	**$30,000** Amount
July 1, 2022 – June 30, 2023 Agreement Term	**1091-21-0003** Agreement Number

This Sub-recipient Contract, herein after referred to as "Contract," is made and entered into by and between the Calaveras Mariposa Community Action Agency (CMCAA), a Joint Powers Authority between Calaveras and Mariposa Counties, hereinafter referred to as "CMCAA," and Mariposa County Health and Human Services, herein after referred to as "Contractor".

Pursuant to Government Code Section 12725 et seq., as amended, and 42 United State of California's Code (USC) 9901 et seq., as amended, the Community Services Block Grant (CSBG) Act, Contractor agrees to provide services to CSBG eligible participants residing in the areas designated herein, and as approved by the CMCAA Board of Directors as follows, and as set forth in **Exhibit A: Scope and Budget Narrative**.

TERMS AND CONDITIONS

1) **Assignment:** This Contract is not assignable by the Contractor, either in whole or in part, without the consent of the CMCAA Executive Director in the form of a written amendment.
2) **Term and Amount of Contract:** The term of this Contract is for one year and covers the period July 1, 2022 through June 30, 2023 for an amount not to exceed thirty-thousand dollars ($30,000).
3) **Requirements, Standards and Guidelines:** Contractors shall adhere to all CMCAA and State Department of Community Services and Development (CSD) reporting and data collection requirements as required by CMCAA or CSD. Contractor shall apply all of the requirements, standards, and guidelines contained in the following authorities, as they may be amended from time to time, to all of the procurement, administrative, and other costs claimed under this Contract, notwithstanding any language contained in the following authorities that might otherwise exempt Contractor from their applicability. To the extent that the federal requirements, standards, or guidelines directly conflict with any State of

Attachment: CMCAA Contract 2023 - 1091-21-0003 - DH and CMCAA signed (RES-2022-651 : Ratify Agreement 1091-21-0003 with the Calaveras-

California law or regulation at Government Code 12725, et seq., or 22 CCR 100601, et seq., or any specific provision of this Contract, then that federal law, regulation, or provision shall apply instead as detailed in 2 CFR Chapter I, Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule.

4) **Independent Contractor**:

a) It is understood and agreed that the Contractor is an independent Contractor and that no relationship of employer-employee exists between the parties hereto.

b) Contractor, and the agents and employees of Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of CMCAA, Calaveras County, or Mariposa County, or the State of California.

5) **Addresses and Contact Liaison:**

a) The Calaveras County Health and Human Services Agency (CHHSA) is the administrative agency for CMCAA.

b) Staci Johnston of Calaveras County Health and Human Services Agency serves as the Executive Director of CMCAA, and is duly authorized to execute Contracts on behalf of CMCAA.

c) Contractor shall assign a staff member to act as liaison with CMCAA.

Send all correspondence to:

Calaveras Mariposa Community Action Agency

c/o Calaveras Health and Human Services Agency

509 East St. Charles Street

San Andreas, CA 95249

Attention: Staci Johnston, Executive Director

Attention: Loren Skrimager (Fiscal/Accounts Payable)

d) CMCAA will monitor the performance of the Contractor in meeting the terms, conditions, and services in this Contract.

e) CMCAA, at its sole discretion, may monitor the performance of the Contractor through any combination of the following methods: periodic on-site visits, inspections, evaluations, and Contractor self-monitoring.

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6) **Service(s) Recipient Eligibility**:

a) Contractor assures that only those individuals with incomes at or below 100% the Office of Management and Budget (OMB) Poverty Guidelines or current Federal Poverty Level, or who are otherwise eligible, will be provided services under this Contract.

b) Contractor shall ensure that recipients of services reside in the Contractor's service area for the purposes of this Contract. The Service Area under this Contract is **Calaveras and/or Mariposa Counties**.

7) **Scope of Work:**

a) **Work Plan:** Contractor shall, in a satisfactory and proper manner, perform all services as described in **Exhibit A: Scope and Budget Narrative**

b) **Outreach and Referral:** Contractor shall publicize the availability of CSBG supported services funded under this Contract to the targeted population; assuring services are well publicized to the county/community at large. At a minimum, Contractor shall develop outreach and publicity materials in the form of a flyer or brochure that advertises the availability of the program services. The publicity/outreach material(s) shall include a non-discrimination clause and acknowledgement that services are supported in part by CSBG funds through the CMCAA.

c) **Coordination of Benefits / Information and Referral:** Contractor shall provide its CSBG eligible program recipients with information and referral to other human-services agencies, programs and services, to maximum extent possible.

8) **Budget:**

a) Concurrent with the submission of the Contract, Contractor shall complete and submit CMCAA and CSD required fiscal forms in accordance with **Exhibit A: Scope and Budget Narrative.**

b) Administrative Expenses: For purposes of administrative expenditures, Contractor shall use funds allocated under this Contract in an amount not to exceed twelve percent (12%) of the total operating funds.

c) Budget Changes: See Contract Changes Section 14.

9) **Separate Accounting:**

a) Contractor shall have an established internal control system to ensure compliance with laws and regulations affecting the expenditure of State of California and/or Federal funds, financial transactions

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and accounts. Contractor's financial and accounting systems shall segregate the obligations and expenditures related to funding under this Contract, and shall segregate, track and maintain these funds apart and separate from other revenue streams, and shall provide for accumulating and recording of expenditures by cost category (budge line items) shown in the approved budget.

10) Payment Provisions:

a) CMCAA shall issue monthly payments to Contractor upon receipt and approval of a signed and complete Invoice, including any CMCAA required documentation/forms. The invoice shall indicate the actual expenditures billed for reimbursement for the specific report period. Contractor shall complete and submit the CMCAA a monthly Expenditure/Activity Report on or before the tenth (10^{th}) calendar day following the report period, regardless of the level of activity or amount of expenditure(s) in the preceding report period.

(1) The Expenditure/Activity Report shall be signed by Contractor's authorized representative.

(2) An electronic scanned copy of the signed original may be submitted on or before the tenth (10^{th}) calendar day following the report period, as long as the original is received by regular mail service by the fifteenth (15^{th}) of the calendar year following the report period.

(3) Expenditure Reports should be sent to Loren Skrimager as specified in section 6, above.

b) CMCAA retains the right to require support documentation from Contractor as CMCAA deems necessary to maintain fiscal oversight and accountability with the Contractor in order for CMCAA to comply with CSD reporting requirements.

11) Records, Inspections and Audits:

a) Contractor shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this Contract. Contractor shall maintain these records five (5) years after final payment has been made or until all pending county, State of California, and federal audits, if any, are completed, whichever is later.

b) Any authorized representative of CMCAA, the State of California of CSD and representative, and the federal government shall have access to any books, documents, papers, electronic data, and other records, which these representatives may determine to be pertinent to this contract, for the purpose of performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary.

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Further, these authorized representatives shall have the right at all reasonable times to inspect or otherwise evaluate the work performed, or being performed, under this contract and the premises in which it is being performed.

c) This access to records includes, but is not limited to, service delivery, referral, financial, and administrative documents for five (5) years after final payment is made, or until all pending county, State of California, and federal audits are completed, whichever is later.

d) Contractor assures that all programmatic and fiscal record keeping regarding this Contract be maintained separately from other Contractor program records.

e) Should the Contractor disagree with any audit conducted by CMCAA, the Contractor shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with CMCAA a certified financial and compliance audit that is in compliance with generally-accepted government accounting standards of related services provided during the term of this Contract. The Contractor shall not be reimbursed by CMCAA for such an audit.

f) In the event the Contractor does not make available its books and financial records at the location where they are normally maintained, Contractor agrees to pay all necessary and reasonable expenses, including legal fees, incurred by CMCAA in conducting such an audit.

g) Contractor assures that employee and applicant records shall be maintained in a confidential manner to assure compliance with the Information Practices Act of 1977, as amended, and the Federal Privacy Act of 1974, as amended.

12) <u>Indemnification:</u>

a) Contractor agrees to indemnify, defend and hold harmless **(1)** the State of California **(2)** the Calaveras Mariposa Community Action Agency (509 East St. Charles Street, San Andreas, CA 95249); **(3)** The County of Mariposa (5100 Bullion Street Mariposa, Ca 95338) and the County of Calaveras (891 Mountain Ranch Road, San Andreas, CA 95249); and their officers, agents and employees from and against 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 Contract, and from any and all claims and loses accruing or resulting to any person, firm, corporation or any other entity that may be injured or damaged by Contractor in the performance of this Contract.

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b) Contractor shall assume liability for any and all direct expenses incurred in providing services pursuant to this contract and shall assume any and all responsibilities for loss or damage resulting from any form of negligence, harm, injury, sickness, or disease arising out of the provision of services.

c) Contractor shall notify CMCAA promptly in writing of the incident of any such adverse situation.

13) Insurance and Fidelity Bond:

a) **General Requirements:** By execution of this Contract, Contractor agrees that the insurance policies and bond required under this Contract; including Self-Insurance, Workers' Compensation Insurance, General Liability Insurance, Vehicle Insurance, and a Fidelity Bond; shall be in effect at all times during the term of this Contract.

b) Contractor shall provide CMCAA 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.

c) In the event said insurance coverage expires at any time or times during the term of this Contract, Contractor agrees to provide CMCAA within thirty (30) calendar days prior to said expiration date a new Certificate of Insurance (ACORD 25) evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Contract. New Certificates of Insurance shall be reviewed for content and form by CMCAA.

d) In the even Contractor fails to maintain in effect at all times the specified insurance and bond coverages as herein provided, CMCAA may, in addition to any other available remedies, suspend this Contract.

e) With the exception of workers' compensation and fidelity bond, the following entities shall be named as additionally insured on all Certificates of Insurance required under this Contract.

i) The State of California of California Department of Community Services and Development (P.O. Box 1947, Sacramento, CA 95817-1947);

ii) The Calaveras Mariposa Community Action Agency (509 East St. Charles Street, San Andreas, CA 95249);

f) **Self-Insurance**:

i) When Contractor is a self-insured governmental entity, CMCAA, upon satisfactory proof, may waive the appropriate insurance requirements. To qualify for a waiver, an appropriate county or

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risk manager shall sign a certification that shall contain assurance of the adequacy of the governmental entity's ability to cover any potential losses under this Contract.

ii) Contractor 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.

iii) In the event that the Contractor's self-insurance coverage has not changed since the prior year, CMCAA will accept a certified letter signed by authorized personnel stating that no changes have occurred since last year. This letter must be submitted concurrent with the Contract.

g) **Worker's Compensation**:

i) Contractor shall have and maintain for the term of this Contract Workers' Compensation insurance issued by an insurance carrier licensed to underwrite Workers' Compensation insurance in the State of California of California.

ii) Contractor shall submit either an applicable Certificate of Insurance or a Certificate of Consent to Self Insure issued by the Director of the Department of Industrial Relations to CMCAA as evidence of compliance with the workers' compensation insurance requirement concurrent with submission of this Contract. No work shall be performed, nor shall payment on this contract be issued to the Contractor until this requirement is met.

h) **General Liability Insurance**:

i) Contractor shall have and maintain for the term of this Contract general liability and property damage insurance for a combined single limit of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate for the commercial general liability insurance.

ii) Contractor shall submit to CMCAA an applicable Certificate of Insurance naming the following as additionally insured, concurrent with submission of the Contract.

(1) The State of California of California Department of Community Services and Development (P.O. Box 1947, Sacramento, CA 95817-1947);

(2) The Calaveras Mariposa Community Action Agency (509 East St. Charles Street, San Andreas, CA 95249);

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i) **Vehicle Insurance:**

i) Contractor shall have and maintain for the term of this Contract vehicle insurance in the amount of $1,000,000 for each person and each accident for bodily injury and in the amount of $1,000,000 for each person and each accident for property damage.

ii) When Contractor will allow employees to 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 automobile liability insurance in the amount of $1,000,000 for each person and each accident for bodily injury and $1,000,000 for each person and each accident for property damage. (Driving to and from work is not within the scope of employment).

iii) Concurrent with submission of the signed Contract, Contractor shall submit an applicable Certificate of Insurance, which designates CMCAA as an additional insured, to CMCAA as evidence of compliance with said vehicle insurance requirements.

14) Contract Changes:

a) Formal amendments to this Contract are required for changes to: the term, total cost or maximum amount, scope of work, and/or formal name changes.

b) No oral understanding or Contract not incorporated in the Contract is binding on any of the parties.

c) No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required.

d) If Contractor intends to request a formal amendment to this Contract, the request must be submitted to CMCAA on CSD 425 b Form - Justification for Contract Amendment /Modification no later than forty-five (45) days prior to the expiration of the Contract term.

e) Only the CMCAA representative has the authority to agree to any extension of time, change order, change in the Scope of Work or other terms or conditions effecting duties set forth herein.

f) If any provisions of this contract are held invalid, the remainder shall not be affected if such remainder would then continue to conform to the terms and requirements of applicable law.

g) **Budget Changes:**

i) Revisions in budgets do not need prior written approval if the maximum Contract amount is unchanged unless said budget adjustments result in increases in administration and / or equipment.

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ii) Contractor may request budget revisions at any time prior to **January 15th**.

iii) Based on the types of changes requested, budget revisions may require State of California Department of CSD authorization.

15) Notices:

All notices required or authorized by this Contract shall be in writing and shall be deemed to have been served if delivered personally or deposited in the United States Postal Service, postage prepaid and properly addressed as follows:

Calaveras Mariposa Community Action Agency
c/o Calaveras Health and Human Services Agency
Attention: Staci Johnston, Executive Director
509 East St. Charles Street
San Andreas, CA 95249

Changes in contact person or address information shall be made by notice, in writing, to the other party's authorized signatory.

16) Allowable Expenditures:

a) All supplies, materials, or services purchased with funds provided by this Contract shall be used solely for the activities allowed under this Contract and in line with the Scope of Work and Budget.

b) Only expenditures specified in the contract budget will be allowable.

c) All equipment over $5,000 needs prior approval of CMCAA and CSD and must meet CSBG procurement specifications.

17) Assurances / Certification of Compliance:

Contractor ascertains and assures that working conditions and all work sites are maintained in accordance with applicable laws and regulations, including the following:

a) **Non-Discrimination in Employment**

Contractor shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances and shall not unlawfully discriminate, deny family care leave, harass, or allow harassment against any employee, applicant for employment, employee or agent of Contractor or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin,

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ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability.

b) **Confidentiality:**

Contractor agrees to protect the rights of consumers and shall comply with applicable laws and regulations, including but not limited to California W & I Code § 5328; and 45 Code of Federal Regulations, (C.F.R.) § 205.50; 42 C.F.R. Part 2 and 45 C.F.R. Parts 160 and 164 regarding the confidentiality of patient information.

Contractor shall not use identifying information for any purpose other than carrying out the obligation under this contract. Contractor shall not disclose, except as otherwise specifically permitted by the contract, or authorized by the client/patient, any such identifying information to anyone other than the State without prior written authorization from the State in accordance with State and Federal laws.

For the purposes of the above paragraphs, identifying information shall include, but not be limited to: name, identifying number, symbol, or other identifying particular assigned the individual.

Contractor agrees to comply with the provisions of Public Law 104-191, known as The Health Insurance Portability and Accountability Act of 1996 (HIPAA).

18) Conflict of Interest:

i. **Applicable Law:** Contractor shall comply with the laws and regulations of the State of California and County regarding conflicts of interest, including, but not limited to, § 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with § 1090, and Chapter 7 of Title 9 of said Code, commencing with § 87100 including regulations promulgated by the California Fair Political Practices Commission.

ii. **Covenant:** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Contractor's obligations and responsibilities hereunder. Contractor further covenants that in the performance of this Agreement, Contractor will take reasonable care to ensure that no person having any such interest shall be employed. This covenant shall remain in force until Contractor completes performance of the services required of it under this Agreement.

iii. **Notification:** Contractor agrees that if any fact comes to its attention, which raises any question

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as to the applicability of any conflict of interest law or regulation, Contractor will immediately inform County and provide all information needed for resolution of the question.

a) **Political and Lobbying Activities Prohibited:**

i) By signing **Exhibit B: Certification Regarding Lobbying**, which is attached hereto and incorporated herein by this reference, Contractor assures that programs assisted with CSBG funds shall not be carried on in a manner involving the use of program funds, the provision of services, or the employment or assignment of personnel, in a manner supporting or resulting in the identification of such programs with any partisan or nonpartisan political activity or any political activity associated with a candidate, or contending faction or group, in an election for public or party office, or any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election; or any voter registration activity. (42 USC 9918).

b) **Religious Activities Prohibited:**

Contractor assures that there shall be no religious worship, instruction, or proselytization as part of, or in connection with, the performance of this Contract. (45 CFR 1050).

i) Contractor's signature affixed hereon and dated shall constitute a certification that to the best of its ability and knowledge it will, unless exempted, comply with the aforesaid requirements.

19) Disputes:

a) Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract, which is not disposed by Contract, shall be disposed by the CMCAA Board of Directors, which shall furnish the decision in writing. The decision of Board of Directors shall be final and conclusive until determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith.

b) Contractor shall continue with the responsibilities under this Contract during any dispute.

20) Suspension and/or Termination:

a) **Termination in Case of Emergency Situation:** CMCAA reserves the right to suspend further performance of this Contract without prior written notification in an emergency. Such suspension shall not constitute a breach of this Contract.

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b) **Termination for Convenience:** Either CMCAA or Contractor may terminate this Contract upon thirty (30) days prior written notice to the other party.

c) **Notice of Changes by the State of California to CMCAA Contract with the State of California:** CMCAA shall notify Contractor in the event that CSD suspends, terminates, and/or makes changes to the services to be performed under this Contract within (5) days of receipt of notice of such action.

d) **Termination due to Cessation of Funding:** CMCAA shall have the right to terminate the Contract upon five (5) days written notice in the event that the receipt of funds from the Federal or State of California governments for this program is reduced, suspended or terminated for any reason. Contractor hereby expressly waives any and all claims against CMCAA for damages arising from said termination, suspension, or reduction of funds. CMCAA shall honor all legitimate obligations from program funds incurred by Contractor, up to the date of termination, if this Contract is terminated by activating this clause.

e) **Termination for Cause:** CMCAA may terminate this Contract and be relieved of any payments should the Contractor fail to perform the requirements of this Contract at the time and in the manner herein provided. In the event of such termination, CMCAA may proceed with the work in any manner deemed proper by CMCAA. All costs to CMCAA shall be deducted from any sum due the Contractor under this Contract and the balance, if any, shall be paid to the Contractor, upon demand.

21) Assignment:

Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of CMCAA. Any attempt to assign or delegate any interest herein without said consent shall be deemed void and of no force or effect. If CMCAA consents to such subcontract, Contractor shall be fully responsible to CMCAA for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between CMCAA and subcontractor nor shall it create any obligation on the part of CMCAA to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

23) Entire Contract:

This Contract constitutes the entire Contract between the parties hereto with respect to the subject matter hereof, and all prior or contemporaneous Contracts of any kind or nature relating to the same shall be deemed to be merged herein.

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IN WITNESS WHEREOF, this Contract has been executed by the parties hereto.

Calaveras Mariposa Community Action Agency

By _____
Staci Johnston, Executive Director

Date 9/14/22

Mariposa County Health and Human Services

By _____
Joe Lynch, Director

Date 8/23/22

Approved as to Legal Form:

By _____
County Counsel

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EXHIBIT A: SCOPE AND BUDGET NARRATIVE

$25,000.00 Mariposa Health and Human Services will utilize the funds for disaster relief/response to natural disaster emergency/needs in Mariposa County. The funds can be utilized for, but not limited to: gas cards, food cards, motel vouchers, rental assistance, grocery cards/certificates, restaurant vouchers/cards/certificates & emergency response assistance.

$5,000.00 Mariposa Health and Human Services will utilize the funds for unmet housing needs/program services to support housing clients with special needs, gaps and services to obtaining housing assistance in Mariposa County. The funds can be used for, but not limited to: fees associated with housing applications, credit check fees, fees to obtain copies of documents/birth certificates, etc., assist clients with basic items needed to move-in to housing unit.

$30,000.00 TOTAL

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EXHIBIT B: NON-LOBBYING ACTIVITIES, INCLUDING FORM CCC 04/2017, DISCLOSURE OF LOBBYING ACTIVITIES AND CERTIFICATION REGARDING LOBBYING ACTIVITIES

Form CCC 04/2017

CERTIFICATION

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

Contractor/Bidder Firm Name *(Printed)* MARIPOSA COUNTY HEALTH AND HUMAN SERVICES AGENCY
Federal ID Number 94-6000880
By *(Authorized Signature)*
Printed Name and Title of Person Signing JOSEPH LYNCH DIRECTOR HEALTH AND HUMAN SERVICES
Date Executed 09/19/2022
Executed in the County of MARIPOSA

CONTRACTOR CERTIFICATION CLAUSES

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

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

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

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b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;

2) the person's or organization's policy of maintaining a drug-free workplace;

3) any available counseling, rehabilitation and employee assistance programs; and,

4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

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

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

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2003.

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

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

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

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the

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Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

2). No officer or employee shall contract on his or her own behalf as an independent

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contractor with any state agency to provide goods or services.

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

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

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

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

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

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

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and

Attachment: CMCAA Contract 2023 - 1091-21-0003 - DH and CMCAA signed (RES-2022-651 : Ratify Agreement 1091-21-0003 with the Calaveras-

guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease

Attachment: CMCAA Contract 2023 - 1091-21-0003 - DH and CMCAA signed (RES-2022-651 : Ratify Agreement 1091-21-0003 with the Calaveras-

and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

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

Attachment: CMCAA Contract 2023 - 1091-21-0003 - DH and CMCAA signed (RES-2022-651 : Ratify Agreement 1091-21-0003 with the Calaveras-

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-652

MEETING: November 22, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Approve Vendor Agreement 21-ESG 16035 with the Amador Tuolumne Community Action Agency (ATCAA)

RECOMMENDATION AND JUSTIFICATION:
Approve Vendor Agreement 21-ESG 16035 with Amador Tuolumne Community Action Agency (ATCAA) to Provide Services for Emergency Solutions Grant (ESG) Program; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Mariposa County has a prior history with ATCAA, joining Amador, Calaveras, and Tuolumne counties in the Central Sierra Continuum of Care (CoC) to apply for housing and homeless-related funding and participate in, and provide services for various homeless programs. Mariposa County Health and Human Services Agency (HHSA) will use the Continuum of Care's (CoC) Coordinated Assessment and other programs to deliver services that meet the housing needs of program participants. ATCAA will function as the administering agency for the four-county region, submitting required program and fiscal reporting to the State of California. Allocated funding under the Agreement includes $44,106 for RAPID RE-Housing. The term of the agreement is from October 1, 2022 through August 31, 2023.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Board of Supervisors approved a Memorandum of Understanding with ATCAA regarding CESH on November 26, 2019 through Resolution No. 2019-674.

Board of Supervisors approved Vendor Agreement with ATCAA on November 17, 2022 through Resolution No. 2020-672.

Board of Supervisors approved First Amendment to Vendor Agreement with ATCAA on January 5, 2021 through Resolution No. 2021-9.

Board of Supervisors approved Vendor Agreement with ATCAA on April 20, 2021 through Resolution No. 2021-204.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this Agreement is not approved, HHSA will not be able to participate in this program that would provide $44,106 in homeless prevention services for HHSA clients.

FINANCIAL IMPACT:
This agreement will provide revenue for the County to perform the proposed services. There is no impact to the County General Fund.

ATTACHMENTS:
Mariposa 21-ESG 16035 Non Competitive RR - October 31 2022 (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Marshall Long, Wayne Forsythe, Miles Menetrey
EXCUSED: Rosemarie Smallcombe

AMADOR-TUOLUMNE COMMUNITY ACTION AGENCY
HOME SAFE Rapid Re-Housing Program VENDOR AGREEMENT

This Vendor Agreement, made and entered into this Eighteenth day of October (10/18/2022), and ending the thirty fi day of August (08/31/2023) by and between the Amador-Tuolumne Community Action Agency, a public Joint Powe Agency hereinafter referred to as "ATCAA", 10590 Highway 88 , Jackson, CA 95642, and the following contractor Mariposa County, a political subdivision of the State of California and hereinafter referred to as "Mariposa", P.O. Bo 99, Mariposa, CA 95338.

A. Term of the Agreement: From 10/18/2022 to 08/31/2023 for an amount not to exceed Forty-Four Thousand, One Hundred Six dollars ($44,106) to Mariposa County for Rapid Re- Housing services as outlined in Description of Services - Mariposa.

Regarding contract 21- ESG-16035 (non-Competitive)

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, utility deposits, rent in arrears, and utilities in arrears.

4. Execute a paper-based intake with each household, completing all forms and obtaining all required documentation income and housing status outlined in the HOME SAFE RR packet including habitability inspection and lead base paint inspections. **(Please note new 2021 ESG (CV) Rapid Re Housing Packets must be used that include all updated forms required. Duplication Of Benefits, Certification of Homelessness, and FMR Rent Reasonablene measures including new Utility Allowance Calculations)**

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 relationsl 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 an affordable rental housing. Additional Mariposa components may include finding permanent rental subsidy for participants.

9. Coordinate with ATCAA housing staff to offer their $mart Money classes for financial literacy, credit repair, tenar 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 Commit meeting (Monday calls);

Attachment: Mariposa 21-ESG 16035 Non Competitive RR - October 31 2022 (RES-2022-652 : Approve Vendor Agreement 21-ESG 16035 with

12. Participate in HOME SAFE RR Task Force meetings; and participate in sub committees regarding rental programs through Central Sierra Continuum of Care.
13. Coordinate with ATCAA housing staff to complete ongoing monitoring needs as required by HCD.

14. By the 15th of each month, data for each household and all program participants shall be entered into the Homele Management Information System operated by ATCAA or comparable database.

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.

1. 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, losse 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 contract; excluding, however, such liability, claims, losses, damages, or expenses arising from ATCAA's sole negligen or willful acts.

1. 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, losse damages, or expenses, including reasonable attorney's fees, arising from all negligent or willful acts or omissions of ATCAA; 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 o 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 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 Practic 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.

Attachment: Mariposa 21-ESG 16035 Non Competitive RR - October 31 2022 (RES-2022-652 : Approve Vendor Agreement 21-ESG 16035 with

11. All ESG Standards listed in ESG NOFA must be followed as required by Federal Guidelines.

D. Invoicing

Mariposa program staff costs $10,144 (23 % of total contract). Personnel costs (including staff salaries, taxes, worker compensation, mandated and non-mandated benefits) and occupancy expenses are eligible costs under this Agreemer Mariposa program administrative costs $2,646 (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 ESG HOME SAFE RR separate from other activities, and a monthly income statement and general ledger showing all bill 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 09/30/2023 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, all records and forms are in order. If not in order, Mariposa must be notified within ten (10) working days after receip 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 ESG HOME SAFE Rapid Re-Housing Mariposa progran

1. Report to Housing and Community Development as required.
2. Apply for annual ESG applications as available and contract half of appropriated Non-Competitive ESG fund to Mariposa County.
3. Deliver timely reimbursements, no later than 60 days after received.
4. This agreement may be amended only in writing signed by both parties. Upon notice, Mariposa and/or ATCA will have thirty (30) days to adjust services accordingly.

Attachment: Mariposa 21-ESG 16035 Non Competitive RR - October 31 2022 (RES-2022-652 : Approve Vendor Agreement 21-ESG 16035 with

IN WITNESS WHEREOF, ATCAA and Mariposa have executed this vendor agreement as of the date first above written.

COUNTY OF MARIPOSA:

Rosemarie Smallcombe, Date
Chair, Board of Supervisors

ATCAA:

Joseph Bors, Executive Director Date
Amador Tuolumne Community Action Agency

APPROVED AS TO FORM:

Steven W. Dahlem Mariposa County
Mariposa County Counsel

COUNTERSIGNED:
(Government Code §25103)

Danielle Bondshu
Mariposa County Clerk of the Board

ATCAA Lead Staff Contact:
Denise Cloward, ATCAA Housing Director
(209) 223-1485 ext. 263 dcloward@atcaa.org

Mariposa Lead Staff Contact:
Julianne Sims, Division Director of Administration
Mariposa County Health and Human Services Agency
jsims@mariposacounty.org

Attachment: Mariposa 21-ESG 16035 Non Competitive RR - October 31 2022 (RES-2022-652 : Approve Vendor Agreement 21-ESG 16035 with

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

MEETING: November 22, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Proclamation - "Adoption Awareness Month"

RECOMMENDATION AND JUSTIFICATION:
Proclaim the Month of November 2022, as "Adoption Awareness Month"

Whereas, The Month of November is National Adoption Month.

Whereas, Mariposa County recognizes that all children need love, support, security, and a place to call home;

Whereas, Mariposa County acknowledges that when birth families are unable to meet the ongoing needs of children born to them, adoption is the most permanent, loving option;

Whereas, the Children's Bureau within the U.S. Department of Health and Human Services is recognizing the importance of the role everyone has to play in helping youth achieve their permanency goals with this year's theme, "Small Steps Open Doors;"

Whereas, Mariposa County honors the need to listen to and engage youth in all aspects of permanency planning, incorporating youth voices into efforts to achieve adoption for teens in foster care;

Whereas, Mariposa County applauds our local resource parents, care providers, and adoptive parents who work diligently to build positive and healthy relationships with youth and open doors to opportunities that once seemed impossible.

Whereas, adoptive parents and families who have adopted from Mariposa County's Child Welfare System need and deserve recognition, respect, and support;

Now, therefore, be it known that the Board of Supervisors of Mariposa County, a political subdivision of the State of California, hereby proclaims the Month of November 2022 as "Adoption Awareness Month" in Mariposa County.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has approved similar proclamations in the past.

Agenda Item - No Resolution Requested 2022-104

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Miss the opportunity to recognize our resource parents, care providers, and adoptive parents, and the children and youth in need of adoption.

ATTACHMENTS:
Adoptions Month 22 (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Marshall Long, Wayne Forsythe, Miles Menetrey
EXCUSED: Rosemarie Smallcombe

The Mariposa County Board of Supervisors

Proclaims the

Month of November 2022
as
"Adoption Awareness Month

Whereas, Mariposa County recognizes that all children need love, support, security, and a place to call home;

Whereas, Mariposa County acknowledges that when birth families are unable to meet the ongoing needs of children born to them, adoption is the most permanent, loving option;

Whereas, the Children's Bureau within the U.S. Department of Health and Human Services is recognizing the importance of the role everyone has to play in helping youth achieve their permanency goals with this year's theme, "Small Steps Open Doors;"

Whereas, Mariposa County honors the need to listen to and engage youth in all aspects of permanency planning, incorporating youth voices into efforts to achieve adoption for teens in foster care;

Whereas, Mariposa County applauds our local resource parents, care providers, and adoptive parents who work diligently to build positive and healthy relationships with youth and open doors to opportunities that once seemed impossible.

Whereas, adoptive parents and families who have adopted from Mariposa County's Child Welfare System need and deserve recognition, respect, and support;

Now, therefore, be it known that the Board of Supervisors of Mariposa County, a political subdivision of the State of California, hereby proclaims the Month of November 2022 as "Adoption Awareness Month" in Mariposa County.

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this 22nd day of November 2022, by unanimous vote.

ROSEMARIE SMALLCOMBE, District I Supervisor

WAYNE FORSYTHE, District IV Supervisor

VACANT, District II Supervisor

MILES MENETREY, District V Supervisor

MARSHALL LONG, District III Supervisor

Attachment: Adoptions Month 22 (2022-104 : Proclamation - "Adoption Awareness Month")

MARIPOSA COUNTY

Planning · 209-966-5151

MEETING: November 22, 2022

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: Recognition PAC Member (Creative PlacemakingStrategy Advisory Committee)

RECOMMENDATION AND JUSTIFICATION:

Recognize the Service of Irene Vasquez on the Creative Placemaking Strategy Advisory Committee (Supervisor Smallcombe).

Vasquez is no longer able to serve on this committee.

The above action will result in one vacancy on this committee, which has been noticed.

Appointments, term expirations and vacancies have been advertised according to the Maddy Act.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Vasquez was appointed to this committee on September 10, 2019.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

None

ATTACHMENTS:
221101 CPSAC Vacancy 1 (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Marshall Long, Wayne Forsythe, Miles Menetrey
EXCUSED: Rosemarie Smallcombe

Mariposa County
Planning Department

SARAH WILLIAMS
Planning Director

5100 Bullion Street
PO Box 2039
Mariposa, CA 95338
209-966-5151 FAX 209-742-5024
swilliams@mariposacounty.org
www.mariposacounty.org

NOTICE OF SPECIAL VACANCY
ON THE CREATIVE PLACEMAKING STRATEGY ADVISORY COMMITTEE (CPSAC)

Qualified candidates should represent one or more of the following groups:

- Mariposa County Arts Council
- Mariposa Chamber of Commerce
- Yosemite-Mariposa County Tourism Bureau
- Mariposa County Economic Development Corporation
- American Indian Council of Mariposa County
- Yosemite National Park
- Sierra Foothills Conservancy
- Transportation Center Citizens Advisory Committee
- Local business owners
- Practicing artists and creators

The purpose and functions of the CPSAC shall be to:

a. Help design and implement activities like workshops and open houses to involve the community in establishing Mariposa County's Creative Placemaking Strategy;
b. Provide insight into the kinds of placemaking projects, programs, and policies that can help achieve the General Plan's vision.
c. Coordinate with staff and consultants to inventory existing local placemaking resources, identify areas of opportunity, and provide other content to make the Creative Placemaking Strategy effective; and
d. Provide periodic feedback to the Board of Supervisors regarding the success of the Creative Placemaking Strategy.

Membership terms are for 3 years, expiring the last day of February. This vacancy is to fill an unexpired term which ends February 28, 2025.

Meetings of this committee are generally held on the 2nd Monday of the month at noon at Mariposa Government Cente which is located at 5100 Bullion Street, Mariposa CA.

Persons interested in serving on the committee must submit an application to: **Danielle Bondshu, Clerk of the Board, PO Box 78 Mariposa, CA 95338. Applications may be obtained at the following locations: Planning Department Offices Government Center** 5100 Bullion Street; Mariposa, CA 95338 and on line at: http://www.mariposacounty.org/DocumentCenter/View/39657 For more Information visit the County Website or contact: Mikey Goralnik, Planning Technician, Mariposa County Planning Department Telephone: (209) 742-2222; email: mgoralnik@mariposacounty.org

Posting Locations:

Mariposa County Clerk's Office
Mariposa County Courthouse
Mariposa County Planning Department
Bootjack Store
Catheys Valley Post Office
Coulterville Post Office
El Portal Post Office
Fish Camp Post Office
Mariposa County Library
Greeley Hill Community Club
Hornitos Post Office
Lake Don Pedro Market
Midpines Post Office
Wawona Post Office
Woodland Gas, Food, & Liquor
Yosemite Valley Post Office
Yosemite West Community Board
www.mariposacounty.org/planning

Posting Date: November 1, 2022. Deadline for Submission: Until Filled

Attachment: 221101 CPSAC Vacancy 1 (2022-105 : Recognition PAC Member (Creative PlacemakingStrategy Advisory Committee))

Attachment: 221101 CPSAC Vacancy 1 (2022-105 : Recognition PAC Member (Creative PlacemakingStrategy Advisory Committee))

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2022-653

MEETING: November 22, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Waive Encroachment Fee for Lushmeadow Light Event

RECOMMENDATION AND JUSTIFICATION:
Authorize Public Works to Waive the Encroachment Permit Fee of $168.00 for the Lushmeadows Lights on December 9, 2022 from 5:00 pm to 9:00 PM put on by the Woodland Elementary Booster Club.

This event is open to the public for them to drive by and see neighboring houses with holiday lights and decorations beginning at the Archway of Lushmeadows and will continue down both lanes of Triangle Road and Meadow Lane.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has approved this events in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, the Encroachment Permit cost will put a burden on the non profit group.

ATTACHMENTS:
Permit & Map 22 (PDF)
Letter to BOS 22 (PDF)
Boosters Ins 22 (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Marshall Long, Wayne Forsythe, Miles Menetrey
EXCUSED: Rosemarie Smallcombe

REF ID# 13497

MARIPOSA COUNTY PUBLIC WORKS
APPLICATION FOR ENCROACHMENT PERMIT

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

DATE: 10/4/22

BUILDING PERMIT: _____
(If applicable)

APPLICANT: Woodland Elementary Boosters - Lushmeadows Lights Dec. 9, 2022

THE UNDERSIGNED HEREBY APPLIES FOR PERMISSION TO EXCAVATE, CONSTRUCT, AND/OR OTHERWISE ENCROACH ON A COUNTY RIGHT-OF-WAY ON Triangle Rd. & Meadow Lane ROAD 5 p.m. To 9 p.m 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 FILL IN ALL BLANKS THAT APPLY)

1. ____DRIVEWAY
____ROAD CROSSING
____WATER PIPE, CULVERT, ETC.
____LDA ROAD
2. ____NEW BUILDING/HOME
3. ____REMODEL EXISTING
4. ____NEW MAILBOX
5. X OTHER (EXPLAIN BELOW)

3. DRIVING INSTRUCTIONS FROM A KNOWN LANDMARK TO LOCATION OF ENCROACHMENT, I.E., INTERSECTION OF COUNTY ROADS, STATE HIGHWAYS OR TOWN, ECT.
Arch way of Lushmeadows - Both lanes of traffic on both Triangle Rd. & Meadow Lane.

4. 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.
See attached map

5. ASSESSOR'S PARCEL NUMBER: ____-____-____
6. ADDRESS OF PARCEL: Triangle Rd. / Meadow Lane

APPLICANT IS REQUIRED TO STAKE THE ENCROACHMENT. YOU MAY IDENTIFY THE LOCATION WITH SURVEY STAKES OR OTHER METHODS. PLEASE CALL OR EMAIL IF YOU HAVE ANY QUESTIONS.

NO PERMIT WILL BE ISSUED UNTIL POSTING HAS BEEN COMPLETED AND THE $150 FEE * HAS BEEN COLLECTED. WORK WILL NOT BE STARTED UNTIL AN ENCROACHMENT PERMIT HAS BEEN ISSUED BY THE DEPARTMENT OF PUBLIC WORKS.

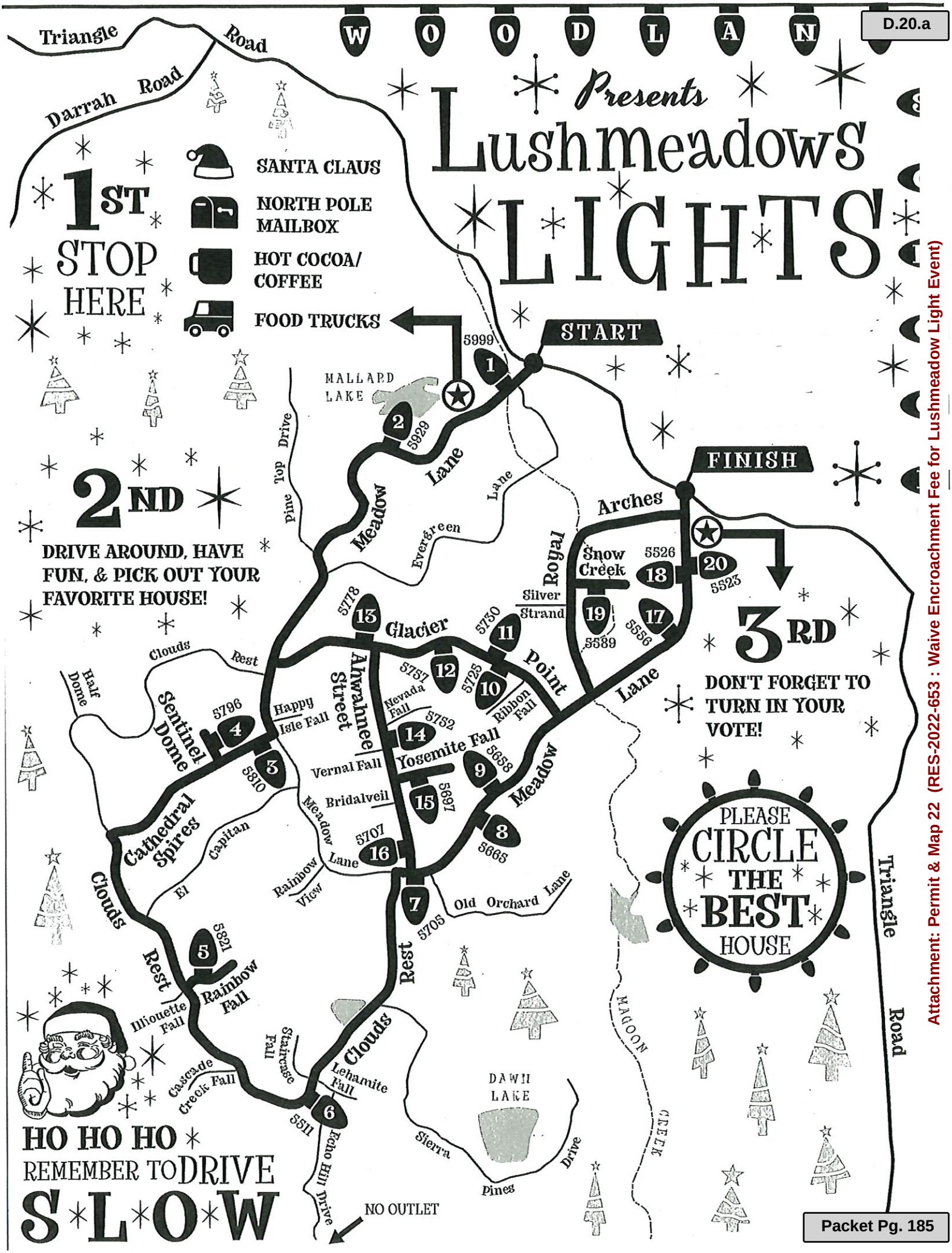
PERMIT NUMBER: _____
(Issued Once Fee * is Paid)
DATE ISSUED: _____
* The fee may be paid by check
Made payable to: County of Mariposa
Or you may call (209) 966-5356 with
Credit Card Information

** If Applicant is not the Owner, then Include an authorization letter from Owner

Kim Allison
OWNER'S NAME (Please Print)
Kim Allison
SIGNATURE OF OWNER/APPLICANT **
P.O. Box 529
OWNER'S MAILING ADDRESS
Mariposa, CA 95338
CITY ZIP

209-628-9406 kallison@mcusd.org
PHONE NUMBER EMAIL ADDRESS

Attachment: Permit & Map 22 (RES-2022-653 : Waive Encroachment Fee for Lushmeadow Light Event)



Attachment: Permit & Map 22 (RES-2022-653 : Waive Encroachment Fee for Lushmeadow Light Event)

WEB
Woodland Elementary
Boosters

October 3rd, 2022
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 3rd annual Lush Meadow Lights event to take place. We also request that the County board of Supervisors waive the $168.00 fee for the event. The proposed date is December 9th, 2022 beginning at 5:00 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,
Kim Allison

Kim Allison
Woodland Elementary Boosters
kallison@mcusd.org

Attachment: Letter to BOS 22 (RES-2022-653 : Waive Encroachment Fee for Lushmeadow Light Event)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/21/2022

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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: Melissa Matzenbacher
PHONE (A/C, No, Ext): 2093840727 FAX (A/C, No): 2093856115
E-MAIL ADDRESS: mmatzenbacher@lckinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The American Insurance Company	21857
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Woodland Elementary Boosters Inc
PO Box 529
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	✔ COMMERCIAL GENERAL LIABILITY	✔		UST022072220	12/9/2022	12/10/2022	EACH OCCURRENCE	$ 1,000,000
	☐ CLAIMS-MADE ✔ OCCUR			NAEP104994			DAMAGE TO RENTED PREMISES	$ 50,000
	✔ Host Liquor Liability						MEDICAL EXPENSE	$ 1,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	✔ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE	$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
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	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							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: Lushmeadows Association

CERTIFICATE HOLDER
Lushmeadows Association
5979 Meadow Ln
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
Robert V. Nuccio

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Attachment: Boosters Ins 22 (RES-2022-653 : Waive Encroachment Fee for Lushmeadow Light Event)

Certificate Number: NAEP104994 Policy Number: UST022072220
Effective Dates: 12/9/2022 12:01am to 12/10/2022 12:01am

Additional Insured - Person, Organization or other Entity
600002STEP 09 12

Policy Amendment(s) Commercial General Liability

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

Schedule

Name of Additional Insured Person(s) or Organization(s) or other Entity(ies)
Lushmeadows Association

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an insured the person, organization or other entity shown in the Schedule above but only to the extent that **bodily injury, property damage** or **personal and advertising injury** is caused by the sole negligence of the Memorandum of Insurance holder.

Any Additional Insured Person(s) or Organization(s) or other Entity(ies) covered under this policy is subject to the policy forms, terms, conditions, exclusions, limitations and provisions.

This Endorsement is otherwise subject to all the terms, conditions, exclusions, limitations, and provisions of the policy to which it is attached.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies** as named in the policy

Secretary

President

600002STEP9-12
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Attachment: Boosters Ins 22 (RES-2022-653 : Waive Encroachment Fee for Lushmeadow Light Event)

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2022-654

MEETING: November 22, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Authorize Public Works Solid Waste and Recycling Division Holiday Closures

---

RECOMMENDATION AND JUSTIFICATION:
Authorize the Public Works Solid Waste and Recycling Division to close to the public on Saturday, December 24th and Saturday, December 31st.

The Mariposa County Landfill observes Monday Holidays on the following Tuesday. This year, Christmas and New Year's Day occur on Sundays and, in accordance with County Policies, are observed on the following Monday. Therefore, the Solid Waste and Recycling Division Staff would observe these holidays on Tuesday, December 27, 2022, and Tuesday, January 3, 2023, respectively. Staff has expressed interest in observing their county holiday on the Saturday prior to the holiday this year.

The current Solid Waste and Recycling Division Days of Operation for the Landfill and Transfer Stations was approved by the Board of Supervisors through adoption of Resolution 2014-637. The Mariposa County Landfill days of operation are Tuesday through Saturday. The Coulterville, Don Pedro, and Fish Camp Transfer Stations are operated on Saturdays. The Hornitos Transfer Station is unaffected by this Resolution.

If approved, the Solid Waste and Recycling Division will operate the Coulterville, Don Pedro, and Fish Camp Transfer Stations on the preceding Fridays in accordance with their normal Saturday hours of operation.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The current Solid Waste and Recycling Division Days of Operation for the Landfill and Transfer Stations was approved by the Board of Supervisors through adoption of Resolution 2014-637.

The Board of Supervisors approved a similar closure in 2012 (RES 2012-586).

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve; the Holiday Schedule for the Mariposa County Solid Waste and Recycling Division will remain unchanged.

ATTACHMENTS:
RES 2012-586 (PDF)
RES 2014-637 (PDF)
December 2022 Schedule - TS (PDF)
December 2022 Schedule (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Marshall Long, Wayne Forsythe, Miles Menetrey
EXCUSED: Rosemarie Smallcombe

MARIPOSA COUNTY

Public Works · (209) 966-5356

RESOLUTION - ACTION REQUESTED 2012-586

MEETING: December 4, 2012

TO: The Board of Supervisors

FROM: Peter Rei, Public Works Director

RE: Approve Landfill Closure on Monday, December 17, 2012

RECOMMENDATION AND JUSTIFICATION:
Authorize the Solid Waste Division of the Public Works Department to close the landfill to the public on Monday, December 17, 2012.

The workweek for the employees of the Solid Waste Division begins on Thursday and ends on Monday. The workweek coincides with the landfill days of operation; the landfill closes on Tuesday and Wednesday and employees are off on those days. The Board of Supervisors has declared Monday, December 24, 2012, a County holiday. Those Service Employees International Union (SEIU) employees who work a traditional Monday through Friday week will receive two holidays. However, the SEIU employees who work in the Solid Waste Division will only receive one holiday because of the nature of their workweek. In an effort to ensure that the Solid Waste Division staff receives the same benefits as other SEIU employees, it is proposed that the landfill be closed to the public on Monday, December 17, 2012. This will allow SEIU employees in the Solid Waste Division to receive the additional day off as other SEIU employees. By scheduling their day off on Monday, December 17, 2012, instead of Sunday, December 23, 2012, this will avoid closing the landfill to the public over a four-day period of time.

The union representative for SEIU has been notified of this proposal.

The facility will continue to provide service to the franchise hauler and the National Park Service on Monday, December 17, 2012.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
At their meeting of November 13, 2012, the Board of Supervisors declared Monday, December 24, 2012 a County holiday.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Not approving this action would mean that Solid Waste employees would lose a benefit given to other employees.

Attachment: RES 2012-586 (RES-2022-654 : Authorize Public Works Solid Waste and Recycling Division Holiday Closures)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Lee Stetson, District I Supervisor
SECONDER: Lyle Turpin, District II Supervisor
AYES: Stetson, Turpin, Bibby, Cann, Allen

Attachment: RES 2012-586 (RES-2022-654 : Authorize Public Works Solid Waste and Recycling Division Holiday Closures)

MARIPOSA COUNTY

Public Works · (209) 966-5356

RESOLUTION - ACTION REQUESTED 2014-637

MEETING: December 9, 2014

TO: The Board of Supervisors

FROM: Doug Wilson, Interim Public Works Director

RE: Change the Days of Operation for the Landfill and Transfer Stations

---

RECOMMENDATION AND JUSTIFICATION:
Change the Regular Days of Operation for the Mariposa County Landfill from Thursday through Monday to Tuesday through Saturday Effective February 1, 2015, Change the Transfer Station Days of Operation to be Closed on Sundays; and Rescind Resolution 12-587, Holiday Schedule for the Solid Waste Division Personnel.

This item was presented to the Board of Supervisors on September 9, 2014. At that time, the Board requested Public Works/Solid Waste Division to obtain public input. A survey was created and posted online as well as at the Landfill. There were 1,175 responses received to the survey. Results are attached.

Currently, the Landfill is open Thursday through Monday (closed Tuesday and Wednesday). Staff is proposing the Landfill be open Tuesday through Saturday (closed Sunday and Monday). The Fish Camp Transfer Station is currently open on Sunday; staff proposes to be open on Saturday (closed Sunday). The Don Pedro Transfer Station is currently open Thursday, Saturday and Sunday; staff is proposing to be open on Thursday, Friday and Saturday (closed Sunday).

These changes will allow employees to have one weekend day (Sunday) off to spend time with their families. According to the Solid Waste/Recycling Manager, most frequently in the industry when waste facilities that are closed to the public for two days a week, they do so on Sunday and Monday. If approved, this change will provide the public the same amount of service days and would allow everyone's waste and recycling needs to be met.

If the Board approves the requested changes to the days of operation of the Landfill, the current holiday schedule will need to be rescinded (Resolution No. 12-587). Currently, staff has the Monday off prior to any holiday that falls on a Tuesday or Wednesday as the Landfill is closed on these two days. With the proposed change of days of operation, staff would take Tuesday off following any holiday that falls on a Sunday or Monday.

There are four holidays during the year that are celebrated on a specific date that may

Attachment: RES 2014-637 (RES-2022-654 : Authorize Public Works Solid Waste and Recycling Division Holiday Closures)

fall on a Saturday (New Year's Day, Independence Day, Veteran's Day and Christmas Day). Staff recognizes that approximately once every seven years each of these holidays will fall on a Saturday leaving the Landfill closed for a full weekend. Because this happens so infrequently, it is proposed that the Saturday holiday be recognized and staff will be allowed to take that day off.

Public Works has notified the Service Employees International Union (SEIU) and obtained their support in this effort.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Days of operation of the Landfill and Transfer Stations were established several years ago. To date, there has been no request to change the days of operation.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve; the days of operation at the Mariposa County Landfill will remain as they are.

FINANCIAL IMPACT:
No financial impact

ATTACHMENTS:
Landfill Survey (PDF)
Landfill Survey Results (PDF)

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Merlin Jones, District II Supervisor
SECONDER: Lee Stetson, District I Supervisor
AYES: Stetson, Jones, Bibby, Cann, Carrier

Attachment: RES 2014-637 (RES-2022-654 : Authorize Public Works Solid Waste and Recycling Division Holiday Closures)



MARIPOSA COUNTY

DEPT. OF PUBLIC WORKS

SOLID WASTE AND RECYCLING

DECEMBER 2022 SCHEDULE

LANDFILL & RECYCLING

SUN	MON	TUE	WED	THU	FRI	SAT
CTS - Coulterville Transfer Station DTS - Don Pedro Transfer Station FTS - Fish Camp Transfer Station HTS - Hornitos Transfer Station				1 CTS - 8am-2pm BULKY ITEMS DAY DTS - 9am-2pm	2 CLOSED	3 CTS - 8am-12pm DTS - 9am-2pm FTS - 8am-10am HTS - 9am-12pm
4 CLOSED	5 CLOSED	6 CLOSED	7 CLOSED	8 DTS - 9am-2pm	9 CLOSED	10 CTS - 8am-12pm DTS - 9am-2pm FTS - 8am-10am
11 CLOSED	12 CLOSED	13 CLOSED	14 CLOSED	15 DTS - 9am-2pm	16 CLOSED	17 CTS - 8am-12pm DTS - 9am-2pm FTS - 8am-10am HTS - 9am-12pm
18 CLOSED	19 CLOSED	20 CLOSED	21 CLOSED	22 DTS - 9am-2pm	23 CTS - 8am-12pm DTS - 9am-2pm FTS - 8am-10am	24 CLOSED
25 CLOSED	26 CLOSED	27 CLOSED	28 CLOSED	29 DTS - 9am-2pm	30 CTS - 8am-12pm DTS - 9am-2pm FTS - 8am-10am	31 CLOSED
1 CLOSED	2 CLOSED	3 CLOSED	4 CLOSED	5 DTS - 9am-2pm	6 CLOSED	7 CTS - 8am-12pm DTS - 9am-2pm FTS - 8am-10am HTS - 9am-12pm

Attachment: December 2022 Schedule - TS (RES-2022-654 : Authorize Public Works Solid Waste and Recycling Division Holiday Closures)



MARIPOSA COUNTY

DEPT. OF PUBLIC WORKS

SOLID WASTE AND RECYCLING

DECEMBER 2022 SCHEDULE

LANDFILL & RECYCLING

SUN	MON	TUE	WED	THU	FRI	SAT
				1 Recycling 8am - 4pm Landfill 8am - 4pm	2 Recycling 8am - 4pm Landfill 8am - 4pm	3 Recycling 8am - 4pm Landfill 8am - 4pm
4 CLOSED	5 Recycling 8am - 2pm Landfill CLOSED	6 Recycling 8am - 4pm Landfill 8am - 4pm	7 Recycling 8am - 4pm Landfill 8am - 4pm	8 Recycling 8am - 4pm Landfill 8am - 4pm	9 Recycling 8am - 4pm Landfill 8am - 4pm	10 Recycling 8am - 4pm Landfill 8am - 4pm
11 CLOSED	12 Recycling 8am - 2pm Landfill CLOSED	13 Recycling 8am - 2pm Landfill 8am - 4pm	14 Recycling 8am - 4pm Landfill 8am - 4pm	15 Recycling 8am - 4pm Landfill 8am - 4pm	16 Recycling 8am - 4pm Landfill 8am - 4pm	17 Recycling 8am - 4pm Landfill 8am - 4pm
18 CLOSED	19 Recycling 8am - 2pm Landfill CLOSED	20 Recycling 8am - 4pm Landfill 8am - 4pm	21 Recycling 8am - 4pm Landfill 8am - 4pm	22 Recycling 8am - 4pm Landfill 8am - 4pm	23 Recycling 8am - 4pm Landfill 8am - 4pm	24 CLOSED
25 CLOSED	26 CLOSED	27 Recycling 8am - 4pm Landfill 8am - 4pm	28 Recycling 8am - 4pm Landfill 8am - 4pm	29 Recycling 8am - 4pm Landfill 8am - 4pm	30 Recycling 8am - 4pm Landfill 8am - 4pm	31 CLOSED
1 CLOSED	2 CLOSED	3 Recycling 8am - 4pm Landfill 8am - 4pm	4 Recycling 8am - 4pm Landfill 8am - 4pm	5 Recycling 8am - 4pm Landfill 8am - 4pm	6 Recycling 8am - 4pm Landfill 8am - 4pm	7 Recycling 8am - 4pm Landfill 8am - 4pm

Attachment: December 2022 Schedule (RES-2022-654 : Authorize Public Works Solid Waste and Recycling Division Holiday Closures)

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2022-655

MEETING: November 22, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Approve a Fifth Amendment to Agreement with Murraysmith/Consor for the Striped Rock Bridge Project

---

RECOMMENDATION AND JUSTIFICATION:
Approve Fifth Amendment to Agreement with Murraysmith/Consor (formally Quincy Engineering) for Engineering Services on the Oak Grove Road over Striped Rock Creek Bridge Project to change the name of the company, extend the term of the Agreement to December 31, 2025; and Authorize the Board of Supervisors Chair to Sign the Amendment.

NEPA was delayed due to the proposed detour. During construction, the existing bridge will be removed, and a ¼-mile detour with a creek crossing constructed on the adjacent Grupe Ranch. The environmental impacts and subsequent mitigation measures are larger and require further study for the detour of the bridge. Staff expects NEPA to be completed by the 3rd quarter next year.

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 November 24, 2020, Resolution 2020-681, the Board approved the Fourth Amendment to expand the services, and extend the term of the Agreement.

On December 11, 2018, Resolution 2018-594, the Board approved the Third Amendment extending the term of the Agreement services.

On May 16, 2017, Resolution 2017-296, the Board approve the Second Amendment to expand the scope of services, increase compensation, and extend the term of the Agreement.

On June 23, 2015, Resolution 2015-302, the Board approved a First Amendment to extend the term of the Agreement and add Compensation.

March 18, 2014, Resolution 2014-122, the Board approved a Professional Services Agreement and Design for Engineering Services.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, the bridge will continue to have load restrictions and restrict trucks due to its old railroad truss infrastructure.

FINANCIAL IMPACT:
The Project is funded through the FHWA Bridge Program. The 11.47% local share is paid by the State.

ATTACHMENTS:
FifthAmend-OakGroveBridge (PDF)
Fourth Amendment Oak Grove Road Bridge (PDF)
Third Amendment Oak Grove Road Bridge (PDF)
Second Amendment Oak Grove Road Bridge (PDF)
First Amendment Oak Grove Road Bridge (PDF)
Professional Services Agreement Oak Grove Road Bridge 2014_122 (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Marshall Long, Wayne Forsythe, Miles Menetrey
EXCUSED: Rosemarie Smallcombe

Attachment: FifthAmend-OakGroveBridge (RES-2022-655 : Approve a Fifth Amendment to Agreement with Murraysmith/Consor for the Striped

FIFTH AMENDMENT TO AGREEMENT FOR ENGINEERING SERVICES FOR OAK GROVE ROAD OVER STRIPED ROCK CREEK BRIDGE (40C0028)

THIS FIFTH AMENDMENT TO AGREEMENT FOR ENGINEERING SERVICES FOR OAK GROVE ROAD OVER STRIPED ROCK CREEK BRIDGE (40C0028), is made and entered into this _____ day of _____20__, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as **"County,"** and Murraysmith/Consor, hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated March 18, 2014, wherein **Contractor** agreed to provide engineering services; and

WHEREAS, County and **Contractor** have entered into a First Amendment dated June 23, 2015, to extend the term of the Agreement to December 31, 2016.

WHEREAS, County and **Contractor** have entered into a Second Amendment dated May 16, 2017, to expand the scope of services, increase compensation, and extend the term of the Agreement.

WHEREAS, County and **Contractor** have entered into a Third Amendment dated December 11, 2018, to extend the term of the Agreement to December 31, 2020.

WHEREAS, County and **Contractor** have entered into a Fourth Amendment dated November 24, 2020, to expand the scope of services and extend the term of the Agreement to December 31, 2022.

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

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

1. "CONTRACTOR", is hereby amended to reference **Murraysmith/Consor.**

2. Paragraph 1, "TERM," is hereby amended to extend the term of the Agreement to December 31, 2025.

Except as herein amended, the Agreement dated March 18, 2014, shall remain in full force and effect.

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

COUNTY OF MARIPOSA	CONTRACTOR
Rosemarie Smallcombe, Chair Board of Supervisors	R. Brent Lemon, Vice President Murraysmith/Consor
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

Attachment: FifthAmend-OakGroveBridge (RES-2022-655 : Approve a Fifth Amendment to Agreement with Murraysmith/Consor for the Striped

MARIPOSA COUNTY

Public Works • 209 966 5356

RESOLUTION - ACTION REQUESTED 2020-681

MEETING: November 24, 2020

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Approve a Fourth Amendment with Quincy Eng for Oak Rd Bridge #28

RECOMMENDATION AND JUSTIFICATION:

Approve a Fourth Amendment to an Agreement with Quincy Engineering Inc. to Extend the Term of the Agreement to December 31, 2022 for Bridge Design Services for Phase II of the Replacement of the Oak Grove Road Over Striped Rock Creek Bridge (Bridge No. 40C0028); and Authorize the Board of Supervisors Chair to Sign the Amendment.

This Amendment also serves to modify the scope of work at no additional cost. The revised scope of work consists of new survey and environmental tests. In accordance with Caltrans/FWHA request, funding for these tasks was obtained by reducing the available budget from some future tasks. If necessary, any additional funds will be requested from Caltrans/FHWA to replenish those reduced budgets. Therefore, there is no net increase in the projects contract amount.

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 December 11, 2018 Resolution 2018-594 the Board approved a Third Amendment to extend the term of the Agreement to December 31, 2020.
On May 16, 2017 Resolution 2017-296 the Board approved a Second Amendment to extend the term of the agreement, increase compensation, and expand the scope of services.
On June 23, 2015 Resolution 2015-302 the Board approved a First Amendment to extend the term of the Agreement.
On March 14, 2014 Resolution 2014-122 The Board approved to enter into a Professional Services Agreement with Quincy Engineering for Phase I of this project.
On May 28, 2013 the Board approved a Program Supplement with Caltrans for this bridge.

Attachment: Fourth Amendment Oak Grove Road Bridge (RES-2022-655 : Approve a Fifth Amendment to Agreement with Murraysmith/Consor

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, the project schedule could be significantly delayed.

FINANCIAL IMPACT:
None, this Project is funded at 100% by Caltrans/FHWA

ATTACHMENTS:
Quincy Eng 3rd amd Oak Grove Bridge #28 (PDF)
Quincy Eng 2nd amd Oak Grove Bridge #28 (PDF)
Quincy Eng - Oak Grove Bridge #28 (PDF)
Quincy Eng - Oak Grove Bridge (PDF)
Quincy Eng 4th amd Oak Grove Bridge #28 (PDF)

Attachment: Fourth Amendment Oak Grove Road Bridge (RES-2022-655 : Approve a Fifth Amendment to Agreement with Murraysmith/Consor

FOURTH AMENDMENT TO AGREEMENT FOR ENGINEERING SERVICES FOR OAK GROVE ROAD OVER STRIPED ROCK CREEK BRIDGE (40C0028)

THIS FOURTH AMENDMENT TO AGREEMENT FOR ENGINEERING SERVICES FOR OAK GROVE ROAD OVER STRIPED ROCK CREEK BRIDGE (40C0028) is made and entered into this 24th day of November 2020, 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 March 18, 2014, wherein **Contractor** agreed to provide engineering services; and

WHEREAS, County and **Contractor** entered into a First Amendment dated June 23, 2015 to extend the term of the Agreement to December 31, 2016.

WHEREAS, County and **Contractor** entered into a Second Amendment dated May 16, 2017 to expand the scope of services, increase compensation, and extend the term of the Agreement.

WHEREAS, County and **Contractor** entered into a Third Amendment dated December 11, 2018 to extend the term of the Agreement to December 31, 2020.

WHEREAS, County and **Contractor** desire to amend said Agreement to extend the term of the Agreement and to modify the Scope of Services to be provided by **Contractor**;

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

1. Paragraph 1.01, "TERM" is hereby amended to extend the term of the Agreement from December 31, 2020 to December 31, 2022.

2. Paragraph 3.01, "SERVICES" is hereby amended to modify the Scope of Services to be performed by Contractor as set forth in Exhibit "A" (Original) and Exhibit "B" (Modified).

3. Except as herein amended, the Agreement dated March 18, 2014 together with the First Amendment dated June 23, 2015, the Second Amendment dated May 16, 2017, and the Third 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:

Kevin Cann, Chairman
Mariposa County Board of Supervisors

CONTRACTOR:

Quincy Engineering
Vice President

ATTEST:

RENE LAROCHE
Clerk of the Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

LAST UPDATED 3/7/19

Attachment: Fourth Amendment Oak Grove Road Bridge (RES-2022-655 : Approve a Fifth Amendment to Agreement with Murraysmith/Consor

EXHIBIT "A" - OAK GROVE - ORIGINAL SCOPE OF SERVICES

Exhibit

Mariposa County - Oak Grove Rd. Bridge over Striped Rock Cr. Bridge Replacement (Br. No. 40C0028)

	TASKS	Principal In Charge	Assoc. Principal	Associate Engineer - DE	Associate Engineer - DE	Senior Engineer	Assistant Engineer	Senior Project Manager	Assistant Engineer - DE	Assistant Engineer - DE	Environmental Manager	Biologist	CADD Technician	Principal Engineer (QC/QA)	Admin	Senior Engineer - Specs	Graphic Technician	Construction Labor Intern	QC/QA Labor Hours per Task	Kleinfelder	WRECO	Quad Knopf	Bender Rosenthal	Subconsultant Su
		JC	LS	AC	LSm	SM	YW	CD	road	bridge	RW	Staff	BM	JF	PJ	KD								
No.	Initial Hourly Rate	$81.00	373.68	$47.30	$46.40	$58.20	$29.50	$79.20	$40.00	$40.00	$48.00	$36.00	$44.70	$61.00	$25.80	$66.20								
	PHASE I - PROJECT MANAGEMENT & PRELIM. ENGINEERING																							
1	**Project Management**																							
1.2	Project Management & Schedule	2	60			16					24				4		106	$7,188	$21,990					
1.3	QC/QA		4			2							2	24			32	$2,452	$7,502					
2	**Topographic Survey & R/W Mapping**		2		2		4	2									10	$508	$1,555			$5,861		$5,861
3	**Geotechnical**																							
4	**Hydraulics**																							
5	**Preliminary Engineering**																							
6	**Environmental**																					$73,646		$73,646
6.3	Environmental Technical Studies		12			4		8			16						40	$2,646	$8,093					
6.4	Prepare ISMND		4					2			16						22	$1,387	$4,242					
6.5	Regulatory Permitting		4			4	8	2			16						34	$1,856	$5,676					
	PHASE II - PS&E																							
7	**PS&E**																							
7.1	Bridge Design		4		92	16							100				212	$10,249	$31,351					
7.2	Approach Roadway Design		4				48	10					4				66	$2,589	$7,951					
7.3	Fact Sheets for Design Exceptions		2				4	8									14	$831	$2,542					
7.4	Utility Coordination		6				12	6									24	$1,229	$3,759					
7.5	Conceptual SWPPP		2					4								16	22	$1,475	$4,513					
7.6	65% Plans		4		16		40	12					10		2		84	$3,634	$11,116					
7.7	Independent Design Check		4	64	4	8			32				16				128	$5,982	$18,298					
7.8	Specifications		4		2	4		4								60	74	$4,827	$14,766					
7.9	Quantities and Estimate		2	40				4	24	40							110	$4,880	$14,928					
7.10	95% PS&E	2	4	4	4	4	4	4					12		2	4	44	$2,351	$7,193					
7.11	Final PS&E		4			4		4					4			2	18	$1,125	$3,442					
* 7.12	RE Pending File		4	4	8		4						8				28	$1,362	$4,167					
* 8	Appraisals and Acquisitions		28	24	8												60	$3,645	$11,150				$19,000	$19,000
	Subtotal- Hours	4	158	136	138	62	124	70	56	40	72		156	24	8	82	1128							
	Other Direct Costs																		1367					
	Total Cost	$324	$11,845	$6,418	$6,716	$3,608	$3,658	$4,914	$2,240	$1,600	$4,248		$5,573	$1,944	$288	$5,346	$60,225	$60,226	$185,501			$78,507	$19,000	$98,507
	OPTIONAL TASKS																							
* 9.1	Bidding Assistance		16			8		8					8				40	$2,594	$7,937					
* 9.2	Construction Support		12		12			10					30				64	$3,543	$10,838					
	Subtotal- Hours		28		12	8		18					38				104							
	Other Direct Costs																		388					
	Total Cost		$2,117		$593	$466		$1,264					$1,699				$6,137	$116,438	$19,155					

Totals = $204,858 $98,507

Total Including Subs and Optional Tasks = $303,163

* INCLUDES: TASK 7.12 ($4,167) + TASK 8 ($11,150) + TASK 9.1 ($7,937) + TASK 9.2 $10,838) = $34,092

EXHIBIT "B" - OAK GROVE - MODIFIED SCOPE OF SERVICES

Exhibit

Mariposa County - Oak Grove Rd. Bridge over Striped Rock Cr. Bridge Replacement (Br. No. 40C0028)

No.	TASKS	Principal in Charge	Assoc. Principal	Associate Engineer - DE	Associate Engineer - DE	Senior Engineer	Assistant Engineer	Senior Project Manager	Assistant Engineer - DE	Assistant Engineer - DE	Environmental Manager	Biologist	CADD Technician	Principal Engineer (QC/QA)	Admin	Senior Engineer - Specs	Quincy Total Hours	Quincy Total Labor Dollars	Quincy Fee per Task	Kleinfelder	WRECO	Quad Knopf	Bender Rosenthal	Subconsultant Subtotal
		JQ	LS	AC	LSm	SM	YW	CD	road	bridge	RW	Staff	BM	JF	PJ	KG								
	Initial Hourly Rate	$81.00	$75.60	$47.20	$49.40	$68.20	$38.50	$70.20	$40.00	$40.00	$59.00	$35.00	$44.70	$81.00	$36.80	$69.20								
	ENGINEERING																							
1	**Project Management**																							
1.2	Project Management & Schedule	2	60			16					24				4		106	$7,188	$21,990					
1.3	QC/QA		4			2							2	24			32	$2,452	$7,502					
2	**Topographic Survey & R/W Mapping**		2		2		4	2									10	$508	$1,555			$5,861		$5,861
3	**Geotechnical**																							
4	**Hydraulics**																							
5	**Preliminary Engineering**																							
6	**Environmental**																					$73,646		$73,646
6.3	Environmental Technical Studies		12			4		8			16						40	$2,646	$8,093					
6.4	Prepare ISMND		4					2			16						22	$1,387	$4,242					
6.5	Regulatory Permitting		4			4	8	2			16						34	$1,856	$5,678					
	PHASE II - PS&E																							
7	**PS&E**																							
7.1	Bridge Design		4		92	16							100				212	$10,249	$31,351					
7.2	Approach Roadway Design		4				48	10					4				66	$2,599	$7,951					
7.3	Fact Sheets for Design Exceptions		2				4	8									14	$831	$2,542					
7.4	Utility Coordination		6				12	6									24	$1,229	$3,759					
7.5	Conceptual SWPPP		2					4								16	22	$1,475	$4,513					
7.6	65% Plans		4		16		40	12					10		2		84	$3,634	$11,116					
7.7	Independent Design Check		4	64	4	8			32				16				128	$5,982	$18,298					
7.8	Specifications		4		2	4		4								60	74	$4,827	$14,766					
7.9	Quantities and Estimate		2	40				4	24	40							110	$4,880	$14,928					
7.10	95% PS&E	2	4	4	4	4	4	4					12		2	4	44	$2,351	$7,193					
7.11	Final PS&E		4			4		4					4			2	18	$1,125	$3,442					
* 7.12	RE Pending File		4	1			4										9	$452	$1,384					
* 8	**Appraisals and Acquisitions**																						$19,000	$19,000
	Subtotal- Hours	4	130	109	120	62	124	70	56	40	72		148	24	8	82	1049							
	Other Direct Costs																		1287					
	Total Cost	$324	$9,828	$5,129	$5,928	$3,803	$3,658	$4,914	$2,240	$1,600	$4,248		$6,616	$1,944	$296	$5,348	$55,670	$55,670	$171,568			$79,507	$19,000	$98,507
	OPTIONAL TASKS																							
* 9.1	Bidding Assistance																							
* 9.2	Construction Support																							
* 2.5	Additional Survey																					$9,753		
6.3A	Update Environmental Studies																					$22,955		$22,955
	Subtotal- Hours																							
	Other Direct Costs																		380					
	Total Cost																	$101,192	$380			$32,708		$32,708

Totals = $171,948 $131,215

Total Including Subs and Optional Tasks = $303,163

* TASK 7.12 REDUCED FROM $4,167 TO $1,384
TASK 8.0 DEFUNDED, TASK 9.1 DEFUNDED, TASK 9.2 DEFUNDED
* ADD'L TASK 2.5 ($9,753)
ADD'L TASK 6.3A ($22,955)
TOTAL = $1,384 + $9,753 + $22,955 = **$34,092**

Quincy Engineering, Inc.

RES. NO. 18-594

THIRD AMENDMENT TO AGREEMENT FOR ENGINEERING SERVICES FOR OAK GROVE ROAD OVER STRIPED ROCK CREEK BRIDGE (40C0028)

THIS THIRD AMENDMENT TO AGREEMENT FOR ENGINEERING SERVICES FOR OAK GROVE ROAD OVER STRIPED ROCK CREEK BRIDGE (40C0028) 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 March 18, 2014, wherein **Contractor** agreed to provide engineering services; and

WHEREAS, **County** and **Contractor** entered into a First Amendment dated June 23, 2015 to extend the term of the Agreement to December 31, 2016.

WHEREAS, County and **Contractor** entered into a Second Amendment dated May 16, 2017 to extend the term of the Agreement to December 31, 2018, to expand the scope of services, to increase compensation by Two Hundred Two Thousand Dollars ($202,000) for a total not to exceed amount of Four Hundred Eighteen Dollars ($418,000), and include an Addendum to Agreement for Federally Funded Projects.

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

2. Except as herein amended, the agreement dated March 18, 2014 together with First Amendment dated June 23, 2015, and the Second Amendment dated May 16, 2017 shall remain in full force and effect.

Attachment: Third Amendment Oak Grove Road Bridge (RES-2022-655 : Approve a Fifth Amendment to Agreement with Murraysmith/Consor

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

Attachment: Third Amendment Oak Grove Road Bridge (RES-2022-655 : Approve a Fifth Amendment to Agreement with Murraysmith/Consor

MARIPOSA COUNTY

Public Works · 209 966 5356

RESOLUTION - ACTION REQUESTED 2017-296

MEETING: May 16, 2017

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Approve Second Amendment with Quincy Eng for Oak Grove Rd Brdg #28

RECOMMENDATION AND JUSTIFICATION:
Approve Second Amendment to the Professional Services Agreement with Quincy Engineering for Design Services for the Oak Grove Bridge Over Striped Rock Creek (Bridge No. 40C0028) to Extend Term of the Agreement to December 31, 2018; and Increase Compensation by $304,000 for a Total Not to Exceed Amount of $486,000; and Authorize the Board of Supervisors Chair to Sign the Amendment.

Quincy Engineering will be providing Plans, Specifications and Estimate. Appraisals and Acquisitions. Bidding and Post Award Assistance in Phase II of this project.

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 June 23, 2013 Resolution 2015-302 the Board approved a date extension to December 31, 2016.

On March 14, 2014 Resolution 2014-122 authorized Public Works to enter into a Professional Services Agreement with Quincy Engineering to provide bridge design services.

On May 28, 2013 the Board approved a Program Supplement with Caltrans for this bridge.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The Board could choose not to approve the Second Amendment which would halt the final design of this bridge.

FINANCIAL IMPACT:

Attachment: Second Amendment Oak Grove Road Bridge (RES-2022-655 : Approve a Fifth Amendment to Agreement with Murraysmith/Consor

This project is funded by the Federa Highway Bridge program and there is no impact to the General Fund.

ATTACHMENTS:
Quincy Eng 2nd amd & addm #28 (PDF)
First Amendment with Quincy Eng. (DOC)
PSA Quincy Eng-Striped Rock (PDF)

CAO RECOMMENDATION
Requested Action Recommended

Dallin Kimble
Dallin Kimble, Interim CAO 5/9/2017

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Merlin Jones, District II Supervisor
SECONDER: Kevin Cann, District IV Supervisor
AYES: Smallcombe, Jones, Long, Cann, Menetrey

Attachment: Second Amendment Oak Grove Road Bridge (RES-2022-655 : Approve a Fifth Amendment to Agreement with Murraysmith/Consor

RES. NO. 17-296

SECOND AMENDMENT TO AGREEMENT FOR BRIDGE DESIGN SERVICES FOR OAK GROVE BRIDGE OVER STRIPED ROCK CREEK (40C0028)

THIS SECOND AMENDMENT TO AGREEMENT FOR BRIDGE DESIGN SERVICES FOR OAK GROVE BRIDGE OVER STRIPED ROCK CREEK (40C0028)

is made and entered into this 2nd day of May, 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, the **County** and **Contractor** have heretofore entered into a Contract dated March 18, 2014, wherein **Contractor** agreed to provide bridge design services for Oak Grove Bridge over Striped Rock Creek (40C0028); and

WHEREAS, **County** and **Contractor** entered into a First Amendment dated June 23, 2015 to extend the term of the Agreement to December 31, 2016.

WHEREAS, **County** and **Contractor** desire to amend said Agreement to extend term of Agreement, to expand the scope of services, to increase compensation, and to include an Addendum to 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, "TERM" is hereby amended to extend the term of Agreement to from December 31, 2016 to December 31, 2018.

2. Paragraph 3.01, "SERVICES", is hereby amended to expand the scope of services to be performed by Contractor as set forth in Exhibit "A" attached hereto.

3. Paragraph 4.01, "COMPENSATION", is hereby amended to provide that an additional Three Hundred Four Thousand Dollars ($304,000) will be added to the amended contract price of One Hundred Eighty Two Thousand Dollars ($182,000), making the total compensation paid to **Contractor** the not to exceed amount of Four Hundred Eighty Six Thousand Dollars ($486,000).

Attachment: Second Amendment Oak Grove Road Bridge (RES-2022-655 : Approve a Fifth Amendment to Agreement with Murraysmith/Consor

4. Paragraph 8.05, "CONFORMANCE TO APPLICABLE LAW" is hereby amended to include the Addendum to Professional Services Agreement for Federally Funded Project attached hereto as Exhibit "B".

5. Except as herein amended, the agreement dated March 18, 2014 together with the First Amendment dated June 23, 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:

Marshall Long, Chairman
Mariposa County Board of Supervisors

CONTRACTOR:

(Signature)

ATTEST:

RENE LAROCHE
Clerk of the Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

Attachment: Second Amendment Oak Grove Road Bridge (RES-2022-655 : Approve a Fifth Amendment to Agreement with Murraysmith/Consor

PROJECT SCOPE OF WORK

Previously **Quincy Engineering, Inc. (Quincy)** provided **Mariposa County (County)** with Preliminary Engineering for the replacement of the Oak Grove Bridge over Striped Rock Creek (Bridge Number 40C0028). 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 summary 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
  - Additional Survey (due to lengthy detour)
  - Environmental (Technical Studies)

- Phase 2
  - Plans, Specifications and Estimate
  - Appraisals and Acquisitions
  - Bidding and Post Award Assistance (Optional)

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 29, 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**/Quad Knopf (QK) team members. For the **County's** CEQA compliance, **Quincy** will prepare an Initial Study/Mitigated Negative Declaration (IS/MND).

Attachment: Second Amendment Oak Grove Road Bridge (RES-2022-655 : Approve a Fifth Amendment to Agreement with Murraysmith/Consor

PHASE 2

TASK 7 – 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, box girder bridge approximately 110 feet long by 24 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 a different alternative be required, 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 8 – APPRAISALS AND ACQUISITIONS

Bender Rosenthal Inc.'s (BRI) will work with the engineering team to highlight property owners' issues prior to providing waiver valuations. Since it is assumed the assessed the value of acquisitions on each parcel will be under $10,000 and that no cost to cure impacts will occur. BRI will provide waiver valuations, in lieu of an appraisal reports for Permanent Easement and Temporary Construction Easements (TCE) for up to two (2) properties.

TASK 9 – 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 SUMMARY

A.	Quincy Engineering, Inc	-	$	184,235.90
			$	18,775.21 (+)
B.	Sub Consultants	-	$	98,506.73
			$	0.00 (+)
C.	Other Direct Costs	-	$	1,267.00
			$	380.00 (+)
			$	303,164.84
	Not to exceed	-	***$***	***304,000.00***

Attachment: Second Amendment Oak Grove Road Bridge (RES-2022-655 : Approve a Fifth Amendment to Agreement with Murraysmith/Consor

Cost Proposal

Mariposa County - Oak Grove Rd. Bridge over Striped Rock Cr. Bridge Replacement (Br. No. 40C0028)

Date: 4/4/2017

Quincy Engineering, Inc.

Direct Labor:				$60,224.96
Escalation for Multi-Year Project (3.5%):				$2,107.87
Overhead (1.64):				$102,163.51
A. Labor Subtotal				$164,496.34

Subconsultant Costs:

Kleinfelder				$0.00
WRECO				$0.00
Quad Knopf				$79,507.00
Bender Rosenthal				$18,999.73
				$0.00
B. Subconsultant Subtotal				$98,506.73

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. =	$164,496.34
Fee (12.0%):	$19,739.56
Subconsultant Subtotal B. =	$98,506.73
Fee (0.0%):	$0.00
Other Direct Cost Subtotal: C. =	$1,267.00
Fee (0.0%):	$0.00
TOTAL =	**$284,009.62**

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= *$284,500.00*

Attachment: Second Amendment Oak Grove Road Bridge (RES-2022-655 : Approve a Fifth Amendment to Agreement with Murraysmith/Consor

Cost Proposal

OPTIONAL TASKS

Mariposa County - Oak Grove Rd. Bridge over Striped Rock Cr. Bridge Replacement (Br. No. 40C0028)

Date: 4/4/2017

Quincy Engineering, Inc.

	Direct Labor:			$6,137.44
	Escalation for Multi-Year Project (3.5%):			$214.81
	Overhead (1.64):			$10,411.34
A.	Labor Subtotal			$16,763.58

Subconsultant Costs:

	Kleinfelder			$0.00
	WRECO			$0.00
	Quad Knopf			$0.00
	Bender Rosenthal			$0.00
				$0.00
B.	Subconsultant Subtotal			$0.00

Other Direct Costs:

	Plotter/Computer			
	Travel	hours @	$10.00	$0.00
	Pier Diem/ Hotel	375 miles @	$0.540	$202.50
	Phone/Fax	1 days @	$150.00	$150.00
	Delivery			$0.00
	Survey Prevailing Wage Differential	1 @	$25.00	$25.00
	Vellum / Mylars			$0.00
	Title Reports	0 sheets @	$25.00	$0.00
	11 X 17 Reproduction	0 @	$500.00	$0.00
	Mounting Boards for Presentations	25 @	$0.10	$2.50
	Newsletters (Translation and printing)	0 @	$100.00	$0.00
	Mailings (6x)			
C.	Other Direct Cost Subtotal:			$380.00

Labor Subtotal A. =		$16,763.58
Fee (12.0%):		$2,011.63
Subconsultant Subtotal B. =		$0.00
Fee (0.0%):		$0.00
Other Direct Cost Subtotal: C. =		$380.00
Fee (0.0%):		$0.00
TOTAL =		**$19,155.21**

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= *$19,500.00*

Total Including Optional Tasks= *$304,000.00*

Attachment: Second Amendment Oak Grove Road Bridge (RES-2022-655 : Approve a Fifth Amendment to Agreement with Murraysmith/Consor

Attachment: Second Amendment Oak Grove Road Bridge (RES-2022-655 : Approve a Fifth Amendment to Agreement with Murraysmith/Consor

EXHIBIT "B"

MARIPOSA COUNTY
Addendum Agreement for Federally Funded Projects
(below $1,000,000)

Contractor: Quincy Engineering
Project: Oak Grove Bridge 40C0028
****

In addition to, and notwithstanding, the requirements set forth in the Professional Services Agreement, CONTRACTOR 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 CONTRACTOR in order to carry out this agreement, shall be protected by the CONTRACTOR 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 CONTRACTOR to further disclose such information, or disseminate the same on any other occasion.

C. The CONTRACTOR 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, CONTRACTOR's own personnel involved in the performance of this agreement, at public hearings or in response to questions from a Legislative committee.

D. The CONTRACTOR shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this agreement without prior review of the contents thereof by 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this agreement, or any ensuing COUNTY construction project. The CONTRACTOR shall also list current clients who may have a financial interest in the outcome of this agreement, or any ensuing COUNTY construction project, which will follow.

B. The CONTRACTOR hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this agreement.

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 CONTRACTOR hereby certifies that neither CONTRACTOR, nor any firm affiliated with the CONTRACTOR 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-contractors whose services are limited to providing surveying or materials testing information, no sub-contractor 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR to the COUNTY.

D. All subcontracts in excess of $25,000 shall contain the above provisions.

Attachment: Second Amendment Oak Grove Road Bridge (RES-2022-655 : Approve a Fifth Amendment to Agreement with Murraysmith/Consor

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 CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR for actual costs (including labor costs, employee benefits, travel, equipment-rental costs, overhead and other direct costs) incurred by CONTRACTOR in performance of the work. CONTRACTOR will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead and other estimated costs set forth in the approved Cost Proposal, unless additional reimbursement is provided for, by agreement amendment. In no event will CONTRACTOR be reimbursed for overhead costs at a rate that exceeds 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. (Exhibit "C")

6. DEBARMENT AND SUSPENSION CERTIFICATION

A. The CONTRACTOR's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California that the CONTRACTOR 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 CONTRACTOR responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

Attachment: Second Amendment Oak Grove Road Bridge (RES-2022-655 : Approve a Fifth Amendment to Agreement with Murraysmith/Consor

7. EQUIPMENT PURCHASE

A. Prior authorization, in writing, by the COUNTY shall be required before the CONTRACTOR enters into any unbudgeted purchase order, or subcontract exceeding $5,000 for supplies, equipment, or CONTRACTOR services. The CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR elects to keep the equipment, fair market value shall be determined at the CONTRACTOR'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 CONTRACTOR, 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.

Attachment: Second Amendment Oak Grove Road Bridge (RES-2022-655 : Approve a Fifth Amendment to Agreement with Murraysmith/Consor

9. NON DISCRIMINATION

A. During the performance of this agreement, the CONTRACTOR, for itself, its assignees and successors in interest agrees as follows:

B. Compliance with Regulations: The CONTRACTOR 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 CONTRACTOR, 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 CONTRACTOR 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-contractors, 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-contractor or supplier shall be notified by the CONTRACTOR of the CONTRACTOR'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 CONTRACTOR 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 contractor 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 CONTRACTOR'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 CONTRACTOR under this agreement until the CONTRACTOR complies, and/or

2. Cancellation, termination or suspension of this agreement, in whole or in part.

Attachment: Second Amendment Oak Grove Road Bridge (RES-2022-655 : Approve a Fifth Amendment to Agreement with Murraysmith/Consor

G. Incorporation of Provisions: The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the CONTRACTOR may request the COUNTY to enter into such litigation to protect the interests of the COUNTY and, in addition, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

10. INSPECTION OF WORK

The CONTRACTOR and any sub-contractor 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

Attachment: Second Amendment Oak Grove Road Bridge (RES-2022-655 : Approve a Fifth Amendment to Agreement with Murraysmith/Consor

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 CONTRACTOR 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 CONTRACTOR warrants that this agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any COUNTY employee. For breach or violation of this warranty, COUNTY shall have the right in its discretion to terminate 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 CONTRACTOR, 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 CONTRACTOR 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.

Attachment: Second Amendment Oak Grove Road Bridge (RES-2022-655 : Approve a Fifth Amendment to Agreement with Murraysmith/Consor

15. STATE PREVAILING WAGE RATES

A. The CONTRACTOR 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, CONTRACTOR 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 CONTRACTOR from full and timely performance in accordance with the terms of this contract.

D. CONTRACTOR and sub-contractor 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 CONTRACTOR'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 CONTRACTOR and approved by the COUNTY project manager to conform to the audit or review recommendations. CONTRACTOR agrees that individual terms of costs identified in the audit report shall be incorporated into the agreement by this reference if directed by the COUNTY at its sole discretion. Refusal by CONTRACTOR 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 CONTRACTOR's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that the CONTRACTOR has, unless exempt, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

Attachment: Second Amendment Oak Grove Road Bridge (RES-2022-655 : Approve a Fifth Amendment to Agreement with Murraysmith/Consor

B. During the performance of this agreement, the CONTRACTOR and its sub-contractors 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 CONTRACTOR and sub-contractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The CONTRACTOR and sub-contractors 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 CONTRACTOR and its sub-contractors 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 CONTRACTOR 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 CONTRACTOR, with regard to the work performed by it during this agreement, shall act in accordance with Title VI. Specifically, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The Contractor 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 CONTRACTOR 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-contractors must be approved in writing by the COUNTY.

Attachment: Second Amendment Oak Grove Road Bridge (RES-2022-655 : Approve a Fifth Amendment to Agreement with Murraysmith/Consor

19. SAFETY

A. The CONTRACTOR shall comply with OSHA regulations applicable to the CONTRACTOR regarding necessary safety equipment or procedures. The CONTRACTOR personnel shall wear hard hats and safety vests at all times while working on the construction project site.

B. Pursuant to the authority contained in 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 CONTRACTOR shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The CONTRACTOR shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

C. Any subcontract entered into as a result of this 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)

Attachment: Second Amendment Oak Grove Road Bridge (RES-2022-655 : Approve a Fifth Amendment to Agreement with Murraysmith/Consor

EXHIBIT "C"

EXHIBIT: 10-H

County of Mariposa
Oak Grove Road over Striped Rock Creek Bridge
Bridge Number 40C0028

Quincy Engineering Inc.

CONSULTANT: Quincy Engineering

CONSULTANT COST PROPOSAL

DIRECT LABOR

Name	Classification	Range	Hours	Initial Hourly Rate	Total
John Quincy	Principal in Charge	$50 - $85	4 @	$81.00	$324.00
Lance Schrey	Assoc. Principal	$60 - $80	158 @	$75.60	$11,944.80
Andy Chou	Associate Engineer - DE	$45 - $70	136 @	$47.20	$6,419.20
Lacey Smith	Associate Engineer - DE	$45 - $70	136 @	$49.40	$6,718.40
Scott Mc Cauley	Senior Engineer	$45 - $70	62 @	$58.20	$3,608.40
You Wang	Assistant Engineer	$25 - $45	124 @	$29.50	$3,658.00
Carolyn Davis	Senior Project Manager	$50 - $75	70 @	$70.20	$4,914.00
Road Engineer	Assistant Engineer - DE	$25 - $45	56 @	$40.00	$2,240.00
Bridge Engineer	Assistant Engineer - DE	$25 - $45	40 @	$40.00	$1,600.00
Ray Weiss	Environmental Manager	$45 - $65	72 @	$59.00	$4,248.00
Staff	Biologist	$25 - $40	0 @	$35.00	$0.00
Bob Maechler	CADD Technician	$20 - $50	156 @	$44.70	$6,973.36
Jim Foster	Principal Engineer (QC/QA)	$50 - $85	24 @	$81.00	$1,944.00
Phyllis Jordan	Admin	$10 - $45	8 @	$35.80	$286.40
Kelly Gallagher	Senior Engineer - Spec.s	$45 - $70	82 @	$65.20	$5,346.40
			1,128		
				Subtotal Direct Labor Costs	$60,224.96
		4%		**Anticipated Salary Increases**	$2,107.87
				TOTAL - Direct Labor	$62,332.83

INDIRECT COSTS

	Rate	Total
Overhead	163.90%	$102,163.51
Fringe Benefit (Included in OH)	0.00%	
General & Administrative (Included in OH)	0.00%	
	163.90%	
TOTAL - Indirect Costs		$102,163.51

FEE (12.00%) TOTAL - Fee $19,739.56

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 $185,502.91

Subcontractor Costs		98,506.73
Total Contract	$	284,009.64
Total Cost not to Exceed =		$284,500.00

Attachment: Second Amendment Oak Grove Road Bridge (RES-2022-655 : Approve a Fifth Amendment to Agreement with Murraysmith/Consor

EXHIBIT: 10-H / (contd.)

County of Mariposa
Oak Grove Road over Striped Rock Creek Bridge
Bridge Number 40C0028

Quincy Engineering Inc. - Optional Tasks

CONSULTANT COST PROPOSAL

CONSULTANT: Quincy Engineering

DIRECT LABOR

Name	Classification	Range	Hours	Initial Hourly Rate	Total
John Quincy	Principal in Charge	$60 - $75	0 @	$81.00	$0.00
Lance Schrey	Assoc. Principal	$60 - $75	28 @	$75.60	$2,116.80
Andy Chou	Associate Engineer - DE	$45 - $70	0 @	$47.20	$0.00
Lacey Smith	Associate Engineer - DE	$45 - $70	12 @	$49.40	$592.80
Scott Mc Cauley	Senior Engineer	$45 - $70	8 @	$58.20	$465.60
You Wang	Assistant Engineer	$45 - $70	0 @	$29.50	$0.00
Carolyn Davis	Senior Project Manager	$32 - $55	18 @	$70.20	$1,263.60
Road Engineer	Assistant Engineer - DE	$25 - $40	0 @	$40.00	$0.00
Bridge Engineer	Assistant Engineer - DE	$25 - $40	0 @	$40.00	$0.00
Ray Weiss	Environmental Manager	$25 - $40	0 @	$59.00	$0.00
Staff	Biologist	$25 - $40	0 @	$35.00	$0.00
Bob Maechler	CADD Technician	$20 - $32	38 @	$44.70	$1,698.64
Jim Foster	Principal Engineer (QC/QA)	$45 - $75	0 @	$81.00	$0.00
Phyllis Jordan	Admin	$10 - $35	0 @	$35.80	$0.00
Kelly Gallagher	Senior Engineer - Spec.s	$45 - $70	0 @	$65.20	$0.00
			104		
				Subtotal Direct Labor Costs	$6,137.44
		4%		Anticipated Salary Increases	$214.81
				TOTAL - Direct Labor	$6,352.25

INDIRECT COSTS

	Rate	Total
Overhead	163.90%	$10,411.34
Fringe Benefit (Included in OH)	0.00%	
General & Administrative (Included in OH)	0.00%	
	163.90%	
TOTAL - Indirect Costs		$10,411.34

FEE (12.00%) TOTAL - Fee $2,011.63

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	$19,155.22
Subcontractor Costs			$ -	
Total Contract			$ 19,155.23	
			Total Cost not to Exceed =	$19,500.00

Attachment: Second Amendment Oak Grove Road Bridge (RES-2022-655 : Approve a Fifth Amendment to Agreement with Murraysmith/Consor

2014/15-2019/20 Highway Bridge Program

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

District: 10 County: Mariposa

Responsible Agency | HBP-ID | Project Description

Mariposa County | 3940 | BRIDGE NO. 40C0028, OAK GROVE ROAD, OVER STRIPED ROCK CREEK, 0.2 MI N MADERA CO. Replace one-lane timber bridge with a wider one-lane bridge (No Added Lane Capacity). 5/2/2012: Toll Credits programmed for PE, R/W, & CON.

Phase Summary:	Prior	14/15	15/16	16/17	17/18	18/19	19/20	Beyond	Total
PE	370,000			215,000					585,000
R/W							30,000		30,000
CON							2,070,000		2,070,000
Total	370,000			215,000			2,100,000		2,685,000

Fund Source Summary:	Prior	14/15	15/16	16/17	17/18	18/19	19/20	Beyond	Total
Fed $	370,000			215,000			2,100,000		2,685,000
Local Match									
LSSRP Bond									
Local AC									
Total	370,000			215,000			2,100,000		2,685,000

PE Summary:	Prior	14/15	15/16	16/17	17/18	18/19	19/20	Beyond	Total
Fed $	370,000			215,000					585,000
Local Match									
LSSRP Bond									
Local AC									
Total	370,000			215,000					585,000

R/W Summary:	Prior	14/15	15/16	16/17	17/18	18/19	19/20	Beyond	Total
Fed $							30,000		30,000
Local Match									
LSSRP Bond									
Local AC									
Total							30,000		30,000

CON Summary:	Prior	14/15	15/16	16/17	17/18	18/19	19/20	Beyond	Total
Fed $							2,070,000		2,070,000
Local Match									
LSSRP Bond									
Local AC									
Total							2,070,000		2,070,000

Project #: 5940(105)

Attachment: Second Amendment Oak Grove Road Bridge (RES-2022-655 : Approve a Fifth Amendment to Agreement with Murraysmith/Consor

RES. NO. 15-302

FIRST AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT is made and entered into this 9th day of June, 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 March 18, 2014, wherein **Consultant** agreed to provide design services for the replacement of the Striped Rock Creek Bridge on Oak Grove Road (Bridge # 40C9028); and

WHEREAS, County and **Consultant** desire to amend said Agreement to extend the term of the agreement to December 31, 2016.

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

1. Paragraph 1.01 "Term of Agreement" is hereby amended to extend the term of the agreement to December 31, 2016.

2. Except as herein amended, the Agreement dated March 18, 2014, shall remain in full force and effect.

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

COUNTY OF MARIPOSA:

Merlin Jones

MERLIN JONES, Chair
Mariposa County Board of Supervisors

6-23-15
(Date)

CONSULTANT:
Quincy Engineering

John Quincy

(Signature)

6/16/15
(Date)

APPROVED AS TO FORM:

Steven W. Dahlem

STEVEN W. DAHLEM
County Counsel

ATTEST:

Rene' LaRoche

Rene LaRoche
Clerk of the Board of Supervisors

Attachment: Second Amendment Oak Grove Road Bridge (RES-2022-655 : Approve a Fifth Amendment to Agreement with Murraysmith/Consor

RES. NO. 15-302

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

COUNTY OF MARIPOSA:

Merlin Jones

MERLIN JONES, Chair
Mariposa County Board of Supervisors

6-23-15
(Date)

CONSULTANT:
Quincy Engineering

John Quincy

(Signature)

6/16/15
(Date)

APPROVED AS TO FORM:

Steven W. Dahlem

STEVEN W. DAHLEM
County Counsel

ATTEST:

Rene' LaRoche

Rene LaRoche
Clerk of the Board of Supervisors

Attachment: First Amendment Oak Grove Road Bridge (RES-2022-655 : Approve a Fifth Amendment to Agreement with Murraysmith/Consor

RES. NO. 14-030

14-030

PROFESSIONAL SERVICE AGREEMENT

THIS AGREEMENT is made this 18th day of March, 2014 between:

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

and

CONTRACTOR: Quincy Engineering
3247 Ramos Circle
Sacramento, CA 95827

ARTICLE 1. TERM OF AGREEMENT

1.01 Agreement Term: This Agreement shall become effective on March 4, 2014, and shall terminate on June 30, 2015, unless terminated in accordance with the provisions of Article 7 of this Agreement.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

2.01 Independent Contractor: It is the express intention of the parties that Contractor is an independent Contractor and not an employee, agent, joint venturer or partner of County. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement.

2.02 Contractor Qualifications: Contractor represents that it has the necessary competence, experience and qualifications for the services to be performed.

2.03 Agreement Management: Contractor shall report to the Public Works Director who will review the activities and performance of the Contractor and administer this Agreement.

ARTICLE 3. SERVICES TO BE PERFORMED BY CONTRACTOR

3.01 Scope of Services: . Contractor agrees to provide services to the Department of Public Works per the scope of work attached hereto. Quincy Engineering will provide Project Management, Topographic Survey and Right-of-Way Mapping, Geotechnical, Hydraulics, Preliminary Engineering and Environmental Surveys and Constraints Mapping for the Striped Rock Creek Bridge on Oak Grove Road (40C0028) as detailed in Exhitit "A" attached.

3.02 Method of Performing Services: Contractor will determine the method, details, and means of performing the above-described services. County shall not have the right to,

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and shall not, control the manner or determine the method of accomplishing Contractor's services.

3.03 Employment of Assistants: Contractor may, at the Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this Agreement. County may not control, direct, or supervise Contractor's responsibility for assistants or employees in the performance of those services. Contractor assumes full performance of those services. Contractor assumes full and sole responsibility for the payment of all compensation and expenses of such assistants and for all state and federal income tax, unemployment insurance, Social Security, disability insurance and other applicable withholdings.

ARTICLE 4. COMPENSATION

4.01 Compensation: In consideration for the services to be performed by Consultant, County agrees to pay Consultant in proportion to the services satisfactorily performed with a not to exceed amount of **$182,000**. Items designated as "time and materials", the consultant shall be paid, and reimbursed for costs, a total sum not to exceed the amount shown in Exhibit "A" attached hereto. Payment will be made at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. In the event payments equal the "not to exceed" amount, Consultant shall complete all services required under this agreement without further compensation or cost reimbursement.

[ ] Total sum to be paid upon completion of services,
or
[x] Incremental payments based on the following schedule:
Submittal of monthly invoices

4.02 Invoices: Contractor shall submit detailed invoices for all services being rendered from the Contractor to the County. All invoices shall reference contract number.

4.03 Date for Payment of Compensation: County will endeavor to make payment within 45 days of invoices being submitted from the Contractor to the County, and approval and acceptance of the work by the County.

4.04 Expenses: Contractor shall be responsible for all costs and expenses incident to the performance of services for County, including but not limited to, all costs of equipment provided by Contractor, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor's costs of doing business. County shall not be responsible for any expense incurred by Contractor in performing services for County.

ARTICLE 5. OBLIGATIONS OF CONTRACTOR

5.01 Tools and Instrumentalities: Contractor will supply all tools and instrumentalities, required to perform the services under this Agreement. Contractor is not required to purchase or rent any tools, equipment or services from County. County shall not provide working space, supplies, materials or other such support to Contractor in the performance of the services and tasks as described herein.

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5.02 Indemnification: Contractor shall indemnify and hold County harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, to the extent caused by the negligent performance of services by Contractor or Contractor's assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property. Contractor agrees to maintain a policy of liability insurance in the minimum amount of One Million Dollars ($1,000,000) or an amount as otherwise determined appropriate by the County Risk Manager to cover such claims. Contractor shall furnish a certificate of insurance evidencing such insurance and naming the County as an additional insured for the above-cited liability coverage prior to commencing work. Acceptance by County of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

5.03 General Liability and Automobile Insurance: During the term of this Agreement Contractor shall obtain and keep in full force and effect a commercial, general liability and automobile policy or policies of at least $1,000,000 combined limit for bodily injury and property damage; provided that the County, its officers, employees, volunteers and agents are to be named additional insureds under the policies, and that the policies shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that no other insurance effected by County or the named insureds will be called on to cover a loss covered hereunder. The General Liability insurance shall be provided by an ISO Commercial General Liability policy, with edition dates of 1985, 1988, or 1990. The County will be named as an additional insured using ISO form CG 2010 1185 or the same form with an edition date no later than 1990, or in other form satisfactory to County.

5.04 Professional Liability Coverage: Contractor shall provide proof of professional liability coverage satisfactory to County prior to commencing work under the Agreement.

5.05 Certificate of Insurance: Contractor shall complete and file with the County prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance evidencing coverage as set forth in paragraphs 5.02, 5.03 and 5.04 above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to County prior to the effective date of such cancellation.

5.06 Workers' Compensation: During the term of this Agreement Contractor agrees to provide workers' compensation insurance for Contractor's employees and agents and agrees to hold harmless and indemnify County for any and all claims arising out of any injury, disability, or death of any of Contractor's employees or agents.

5.07 Public Employees Retirement System (CalPERS): In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

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

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

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

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

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

ARTICLE 6. OBLIGATIONS OF COUNTY

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

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

ARTICLE 7. TERMINATION OF AGREEMENT

7.01 Termination Occurrence of Stated Events: This Agreement shall terminate automatically on the occurrence of any of the following events:
1. Bankruptcy or insolvency of Contractor;
2. Death of Contractor.

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7.02 Termination by County for Default of Contractor: Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at County's option, may terminate this Agreement by giving written notification to Contractor.

7.03 Termination for Convenience of County: County may terminate this Agreement at any time by mailing a notice in writing to Contractor that the Agreement is terminated. Said Agreement shall then be deemed terminated and no further work shall be performed by Contractor. If the Agreement is so terminated, the Contractor shall be paid for services performed in accordance with Article 4 (Compensation) of this Agreement at the time the notice of termination is received.

7.04 Termination of Funding: The parties acknowledge that the nature of government finance is unpredictable, and that the rights and obligations set forth in this Agreement are necessarily contingent upon the receipt and/or appropriation of the necessary funds. In the event that funding is terminated, in whole or in part, for any reason, at any time, this Agreement and all obligations of County arising from this Agreement shall be immediately discharged. County agrees to inform Contractor no later than thirty (30) calendar days after County determines, in its sole judgment, that funding will be terminated and the final date for which funding will be available.

ARTICLE 8. GENERAL PROVISIONS

8.01 Notices: Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid and return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

8.02 Entire Agreement of the Parties: This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for County and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged and approved by the County as provided herein or as otherwise required by law.

8.03 Partial Invalidity: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

8.04 Attorney's Fees: If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

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8.05 Conformance to Applicable Laws: Contractor shall comply with the standard of care regarding all applicable federal, state and county laws, rules and ordinances. No discrimination shall be made by Contractor in the employment of persons who work under this Agreement because of race, color, national origin, ancestry, disability, sex or religion of such person.

8.06 Waiver: In the event that either County or Contractor shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation.

8.07 Governing Law: This Agreement and all matters relating to it shall be governed by the laws of the State of California and County of Mariposa and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Mariposa.

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

COUNTY:
Department of Public Works

KEVIN CANN, Chairman
Mariposa County Board of Supervisors

Date: 3/19/14

CONTRACTOR:
Quincy Engineering

(Signature)

Date: 3/4/14

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

Date: 3-20-14

APPROVED BY:

PETER M. REI, PE
Public Works Director

Date: 3/18/14

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PROJECT SCOPE OF WORK

SCOPE OF WORK

Quincy Engineering, Inc. (Quincy) provides the following scope of work to provide plans, specifications, and estimate (PS&E), environmental clearance and construction management for the replacement of the Striped Rock Creek Bridge on Oak Grove Road (**Bridge Number 40C0028**) in **Mariposa County (County).** The work has been broken out into three phases as described below:

- **Phase 1 (Phase 1 scope shown below)**
  - Project Management
  - Topographic Survey & Right of Way Mapping
  - Geotechnical
  - Hydraulics
  - Preliminary Engineering
  - Environmental Surveys and Constraints Mapping
- **Phase 2 (Scope to be determined upon completion of Phase 1)**
  - Public Outreach
  - Environmental Studies
  - Plans, Specifications and Estimate
  - Appraisals and Acquisitions
- **Phase 3 (Scope to be determined upon completion of Phase 2)**
  - Bidding and Post Award
  - Construction Management

Phase 1 scope of work is shown below. The Phase 2 & 3 scope of work will be determined from the findings in Phase 1. Attached (Exhibit B) is the corresponding fee for the following tasks in Phase 1.

PHASE I

TASK 1 – PROJECT MANAGEMENT

Task 1.1 - Kick-off Meeting

A kick-off meeting will be held at the **County** office after the Notice to Proceed and will introduce the Project Team, establish communication channels, set the project schedule, clarify the Scope of Work, and define the roles and responsibilities of the various Team members. **Quincy** will distribute an approved meeting agenda, arrange attendance of key team members, and distribute meeting minutes. Upon completion of the meeting the Project Team will visit the site.

Task 1 Products:

- Kick-off Meeting
- Project Schedule – MS Project
- PDT Meetings (Agenda & Meeting Minutes) – Total 2
- Phone Conferences – Total 1

Task 1.2 - Project Management & Schedule

Quincy will be responsible for assembling a Project Development Team (PDT) for the project. **Quincy** will lead PDT meetings, which will include distributing approved meeting agendas, arranging attendance of key team members, and distributing meeting minutes along with a summary of action items. **Quincy** will also develop and update a critical path schedule for the project. A total of two (2) PDT meetings in person and one (1) Phone Conference is proposed for this Scope of Work in addition to the kick-off meeting. **Quincy** will also develop a PS&E delivery schedule to distribute to the Team, which will be updated regularly as required.

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Task 1.3 - Quality Control/Quality Assurance

Quincy will provide documented Quality Control/Quality Assurance following our in-house QA/QC Manual. **Quincy** will provide contract management and quality control services throughout the duration of the project.

Task 1.4 - Highway Bridge Program (HBP) Updates

Quincy will assist the **County** with the completion of HBP forms requiring submittal found in the Caltrans Local Assistance Program Guidelines. The HBP forms will be completed and submitted to the **County** in Microsoft Word format.

TASK 2 – TOPOGRAPHIC SURVEY & RIGHT-OF-WAY MAPPING

Task 2.1 - Record Research & Record Calculations

Fremming Parsons & Pechenino Consulting Civil Engineers (FP&P) will perform record research at the **County** to locate recorded maps, deeds, right-of-way maps, and other boundary evidence. Preliminary Title Reports for each property affected will be provided by the county and all exception documents will be reviewed to determine the potential effects on the existing right-of-way. Record right-of-way and property boundaries located within the project limits will be calculated to facilitate search positions for existing boundary evidence in the field.

Task 2.2 - Right-of-Way & Control Field Survey

FP&P will perform a right-of-way survey and provide design control and right-of-way mapping for the project. Horizontal and vertical control points will be set to last throughout the project. Horizontal datum will be based on the North American Datum 83 (NAD 83). Vertical datum will be based on the North America Vertical Datum 88 (NAVD 88). A field survey will be conducted to search and locate existing survey monuments and physical evidence required to establish the existing right-of-way and property lines at those locations where any portion of the project encroaches.

Task 2.3 - Legal Descriptions

Up to two parcels may be affected and each may require right-of-way takes (acquisitions) and temporary construction easements. If needed, **FP&P** will prepare legal descriptions and exhibits for two parcels (two for each parcel).

Task 2.4 - Topographic Survey & Cross-Sections

A topographic survey will be conducted locating existing site improvements, visible utilities, trees larger than six inches in diameter, the existing bridge and other features necessary for improvement design. All surveys will be based on the previously established project control. Survey data will be compiled and processed and incorporated into a Topographic Base Map to serve as a base file for design improvements. Additionally, eight (8) cross-sections of the creek will be taken to facilitate the hydraulic analysis. **WRECO** will determine locations of cross sections.

Task 2 Products:

- Record Research
- Control and Right-of-Way Survey
- TCE Legal Descriptions & Exhibits *(four total)*
- Topographic and Utility Base Map
- Cross-Sections

TASK 3 – GEOTECHNICAL INVESTIGATIONS & FOUNDATION REPORT

Task 3.1 - Pre-field Activities

Prior to the field work, **Kleinfelder** will perform a site reconnaissance to review project limits and mark the exploratory boring locations for utility clearance. It is anticipated an encroachment permit with the **County**

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will be necessary to complete the borings in the roadway. Obtaining the permits is included in our scope, but based on previous experience, it is anticipated the encroachment permit would be issued without charge.

Task 3.2 - Field Exploration Program

Task 3 Products:

- Preliminary Foundation Memorandum
- Draft Foundation Report
- Final Foundation Report
- Log of Test Borings (LOTB)
- ISA

Based on discussions with designers, it is anticipated that the new bridge will be a two span structure and the planned field exploration will include three (3) test borings to depths of about 40 to 50 feet below existing grade. If auger refusal occurs before these depths due to bedrock, **Kleinfelder** is prepared to rock core approximately 15 feet into bedrock. One boring will be performed along the dirt shoulder of the road at each abutment and one boring will be performed through the bridge deck in the creek channel. The borings will be advanced with a truck mounted drill rig capable of utilizing hollow-stem auger, rotary wash (once groundwater is encountered), and rock coring techniques. The soil cuttings and drilling fluid will be contained in 55 gallon drums and removed from the site once we are completed with the field exploration program. Samples will be obtained from the test borings at frequent intervals. Sampling, logging, and oversight of drilling operations will be performed in accordance with Caltrans by an engineer from this office who is qualified by both education and experience. Upon completion, test borings will be backfilled with cement grout.

Necessary traffic control and/or signage will be obtained by **Kleinfelder**. **Kleinfelder** is prepared to submit an application for a permit from the California Department of Fish and Wildlife.

Task 3.3 - Preliminary Foundation Memorandum

Following completion of the subsurface exploration, **Kleinfelder** will prepare a Preliminary Foundation Memorandum. This memorandum will include foundation recommendations for the proposed bridge.

Task 3.4 - Laboratory Testing Program

Selected soil samples obtained during the field exploration will be tested in **Kleinfelder's** local Caltrans certified laboratory to evaluate certain physical properties that will be necessary to complete the engineering analysis. Based on the anticipated subsurface conditions at the site, it is anticipated the following laboratory tests will be performed:

- In-place density and moisture content, American Society for Testing and Materials (ASTM) D2937
- Direct shear strength, ASTM D3080
- Unconfined Compression, ASTM D2166
- Grain-size distribution, ASTM D422
- Soluble sulfate, California Test Method No. 417
- Soluble chloride, California Test Method No. 422
- Minimum electrical resistivity, California Test Method No. 643

Task 3.5 - Engineering Analysis and Foundation Report Preparation

After the field and laboratory phases are complete and based on engineering evaluation and analysis of field and laboratory data, a draft Foundation Report will be prepared, followed by a final Foundation Report once all review comments have been received. The report will follow basic Caltrans LRFD guidelines and the revised Caltrans Foundation Report Preparation for Bridge Foundations (2009), which became effective January 1, 2010. The FR will present comments and recommendations to aid in design of the bridge along with Log of Test Boring drawings suitable for inclusion into the contract drawings. It is anticipated that the

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following specific items will be included in the Foundation Report:

- A description of the proposed project.
- Discussion of the field and laboratory testing programs.
- Comments on the regional geology and site engineering seismology, including the potential for liquefaction and seismically induced settlement.
- Recommended peak ground acceleration and ARS curve based on Caltrans Seismic Design Criteria 1.7 (released April 2013).
- Recommended gross and net permissible contract stress associated with tolerable settlements and bearing capacity and design footing elevations of spread footing foundations, if appropriate.
- Recommendations for lateral capacity of spread footings (passive pressure and frictional coefficient), if appropriate.
- Recommended design and specified tip elevations for pile foundations under Service Limit, Strength Limit, and Extreme Event load, if appropriate.
- Recommendations for design of laterally loaded piles, if appropriate.
- Comments on soil stiffness and ultimate equivalent lateral pressure for resisting dynamic loading of abutment walls.
- Comments on the corrosion potential of foundation soil.
- Log of Test Boring drawings suitable for inclusion into the contract drawings.

Task 3.6- Initial Site Assessment (ISA)

The ISA for this project will be completed by **Kleinfelder** in accordance with the Caltrans "Initial Site Assessment" guidelines and requirements. If their research indicates that additional investigation or sampling and analysis are recommended, a separate scope of work, budget, and schedule will be submitted for County approval. An ISA does not typically include sampling and analysis. The ISA may identify areas which require additional Phase II investigation. Other services can be provided to further understand the site conditions. These services include, but are not limited to, soil vapor surveys, soil and groundwater assessments, geophysical surveys, and risk assessments. These services can be provided for additional fees.

Kleinfelder will provide a final report of findings. The report of findings will include an evaluation of the information obtained from the ISA. The report will include illustrations, color photographs, and pertinent regulatory agency documentation regarding the site. The report will discuss findings and recommendations.

Task 3.6.1 - Regulatory Agency and Other Records Review

Standard Environmental Record Sources: Federal and State

A review of published lists of state and federal regulatory agency investigations and/or enforcement actions for the site and within the following ASTM minimum search distances of the site.

- United States Environmental Protection Agency (U.S.E.P.A.) National Priority List (NPL), RCRA Treatment, Storage and Disposal (TSD) facilities, the Cal-EPA Department of Toxic Substances Control (DTSC) Cal-Sites List including the Bond Expenditure Plan (BEP) and Annual Workplan and the Cal-EPA Office of Environmental Information Hazardous Waste and Substances Sites List (formerly the CORTESE list) for the site and properties within one mile of the site.
- U.S. E.P.A. CERCLIS list, Regional Water Quality Control Board Tank Tracking System and California Integrated Waste Management Board SWIS and SWAT lists within one-half mile of the site.

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- The RCRA generators list and the local or state list of registered underground storage tanks for the site and adjacent properties. The Emergency Response Notification System (ERNS) for the subject site only.

It is **Kleinfelder**'s experience that the three above listed bulleted items will satisfy Caltrans' ISA protocol.

Additional Environmental Sources; State and Local

Review of reasonably ascertainable state and local regulatory agency records for information pertaining to environmental permits, site investigations, and documented enforcement actions for the subject site and adjacent facilities only. State and local agencies contacted may include the following as appropriate:

The local agency branch of the State Office of Emergency Services, the Regional Water Quality Control Board, the local Environmental Health Department, the local Fire Department, the Air Quality Management District or Air Pollution Control District, the local Planning Department, the Building Department, and the local utility company.

Interviews with local government officials for information regarding use, storage, and disposal of hazardous substances for the subject site or adjacent properties. Local government officials contacted may include the following as appropriate:

- Local fire department
- Local health agency
- Local agency with responsibility for hazardous waste disposal or other environmental matters such as: State of California Department of Water Resources for on-site water wells, the California Department of Conservation, Division of Oil and Gas for onsite oil wells, the Office of the California State Fire Marshall or Public Utilities Commission for pipelines, or the local Agricultural Commissioner for restricted pesticide use permits for the site.

Task 3.6.2 - Site History and Setting

In order to comply with Caltrans ISA guidelines, one or more of the following reasonably ascertainable standard historical sources will be consulted for information regarding the subject site:

- Review obtainable Sanborn Fire Insurance Company Maps to gain knowledge of past operations, facilities, or activities of environmental concern for the subject site and adjacent properties.
- Review readily obtainable aerial photographs for discernible physical features regarding past operations, facilities, and activities of environmental concern for the subject site and adjacent properties.
- Review available city directories for prior business names, which operated at the subject site.
- Review chain-of-title or recorded document guarantee report (if provided by client) dating back 50 years, which lists current and former easements and ownership. As an alternative a preliminary title report describing existing easements and current ownership may be reviewed if provided by the client.
- Review geological and hydrogeological information for the area in which the site is located.

Task 3.6.3 - Site Reconnaissance

Conduct a site visit to observe field conditions indicating recognizable environmental conditions in connection with the property, which may include:

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- Note obvious location(s) of suspected past and present hazardous substance storage, application, use, and disposal areas.
- Note obvious location(s) of aboveground and underground storage tanks, pipelines, wells, and transformers and note building materials suspected to contain asbestos. Pertinent information or helpful documents that the client has or can obtain regarding as-built drawings, environmental permits or registrations, previous assessments, etc., for underground tanks, etc., is requested to be made available for use by Kleinfelder.
- Note obvious uses and environmental conditions concerns as noted in the review of the aerial photography.
- Note facilities adjacent to the site that have an obvious potential to affect the environmental conditions at the site.
- Photographically document conditions at the time of the site visit.

Task 3.6.4 - Final Report of Findings

Provide a final report of findings. The report of findings will include an evaluation of the information obtained from the ISA. The report will include illustrations, color photographs, and pertinent regulatory agency documentation regarding the site. The report will discuss findings and recommendations.

TASK 4 – HYDRAULICS

Task 4.1 - Project Meetings

WRECO will attend one (1) combined Project kickoff field meeting for the two bridges on Dogtown Road over Maxwell Creek. **WRECO** will also participate in two (2) conference calls with the **County** and Project Team staff.

Task 4.2 - Data Review and Field Reconnaissance

WRECO will review available data, including previous studies, provided by the **County** and the Project Team. **WRECO** will conduct a field reconnaissance to assess the existing conditions in the vicinity of the Project site.

Task 4 Products:

- Draft Bridge Location Hydraulic Study Memo (3 copies)
- Final Bridge Location Hydraulic Study Memo (5 copies)
- Draft Bridge Design Hydraulic Study Report (3 copies)
- Draft Bridge Design Hydraulic Study Report (5 copies)

Task 4.3 - Hydrologic Analysis

WRECO's preliminary research of the Federal Emergency Management Agency's (FEMA) Flood Insurance Study (FIS) indicated that there are no detailed studies available. **WRECO** will perform hydrologic analyses using at least two of three different methods to estimate the design flows: 1) USGS Regional Regression Method, 2) Unit Hydrograph Method, and 3) a statistical analysis using the USGS stream gage data. **WRECO** will identify the appropriate design floods (usually the 50-year flood), base flood (100-year flood), flood of record (if possible), and the overtopping flood.

Task 4.4 - Hydraulic Analysis

WRECO will perform a hydraulic analysis to determine the design flow characteristics for the existing condition through the study area including the limits and water surface profile through the study area for the base flood. The hydraulic model of choice will be the U.S. Army Corps of Engineers' HEC-RAS Model. **WRECO** will coordinate with the Project Team to obtain the surveyed channel cross-sections for setting up the hydraulic models.

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Task 4.5 - Bridge Location Hydraulic Study

WRECO will perform a Location Hydraulic Study and conduct a floodplain risk assessment. **WRECO** will prepare a Bridge Location Hydraulic Study Memo, which will include the standard Summary of Floodplain Encroachment Form and technical discussions.

Task 4.6 - Scour Analysis

WRECO will perform scour analysis to determine the stability of the creek and the scour potential for the proposed Project per the methodology specified in the Federal Highway Administration's HEC-18, HEC-20, and HEC-23 manuals. **WRECO** will make recommendations on the need for scour countermeasures. The bridge site has the presence of bedrock, although there has been report of a minor scour concerns.

Task 4.7 - Bridge Design Hydraulic Study

WRECO will prepare a Hydrology and Bridge Hydraulics Report to summarize the results from the hydraulic and bridge scour analyses and recommendations for bridge scour countermeasures. The report will include all the detailed hydraulic model output.

TASK 5 – PRELIMINARY ENGINEERING

Task 5.1 - Basis of Design

A Basis of Design document will be developed to summarize previously prepared information for the project, key project development standards, and traffic count data. This document will establish the design criteria and the preliminary roadway alignments.

Task 5.2 - Roadway Geometric Approval Drawings and Bridge Advance Planning Studies

Quincy will prepare preliminary roadway geometric drawings, bridge planning studies, and summarize the advantages/disadvantages for various alternatives. This will assist the **County** in their determination of the preferred alignment and bridge type. Since the roadway will be widened, **Quincy** will also study minimizing the right-of-way impacts with several horizontal alignment shifts. **Quincy** will study up to two horizontal widening options, and up to three vertical profile options. **Quincy** will develop up to three bridge planning study alternatives.

Task 5 Products:

- Basis of Design Document
- Replacement Justification Memorandum (3 copies)
- Type Selection Report (5 hard copies and electronic PDF)
- 30% Roadway plans (5 sets – 11" x 17")

Task 5.3 - Type Selection Report

Quincy will prepare a Type Selection Report, which will contain a General Plan and General Plan Estimate for each alternative along with our alternative recommendation. The report will also summarize design speed, safety, geotechnical, hydraulics, aesthetics, right-of-way impacts, environmental constraints, construction access and costs.

Task 5.4 - Preliminary Roadway Design (30% Plans)

Upon the County's decision on a preferred roadway alignment, **Quincy** will begin preparing 30% Roadway Plans. The plans will be completed to a 30% level of design, which will include horizontal and vertical alignments, typical cross-sections and safety elements required at the bridge. The plans will include any required staging or detour. Limits of cut/fill slopes will also be shown to determine the maximum area of disturbance to develop preliminary right-of-way acquisition requirements and the environmental study limits. **Quincy** shall prepare an "Engineers Opinion of Probable Construction Cost" and will include appropriate contingency factors for this level of design.

Attachment: Professional Services Agreement Oak Grove Road Bridge 2014_122 (RES-2022-655 : Approve a Fifth Amendment to Agreement

TASK 6 – ENVIRONMENTAL

The scope described below includes preparation of the PES Form, preliminary literature searches and field surveys which will be used to prepare the technical reports (Phase 2). Consistent with their recent experience on similar bridge replacement projects, **Quad Knopf Inc. (QK)** 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. Consequently, this scope of work assumes completion of the CE by Caltrans District 10 staff, with preparation of the supporting technical studies by **QK** team members.

Task 6 Products:

- Complete PES Form
- Constraints Mapping

Task 6.1 - Complete PES and Coordination Meeting

QK will coordinate with the **County** to prepare a draft project description to be used in the environmental compliance documents. The project description will identify the project purpose and need, project objectives, major project elements, project location, and timing. As part of the project description, an Area of Potential Effect (APE) map will also be prepared.

Using preliminary environmental site data, **QK** will prepare and submit a draft PES form and APE map to the **County** and Caltrans. Based on their preliminary review of the Study Area, the scope of work assumes preparation of several technical studies (Phase 2). **QK** will also assist the **County** in scheduling a site visit with Caltrans staff to review and confirm the assumptions outlined in the draft PES form and APE map. Upon completion of the site visit, **QK** will revise the draft PES and APE as appropriate and resubmit the final forms/maps to the **County** and Caltrans staff.

Task 6.2 – Field Surveys and Constraints Mapping

QK will perform a wetland delineation along with performing field surveys for the Water Quality Assessment Report (WQAR), Natural Environment Study (NES), Biological Assessment (BA), Archaeological Survey Report (ASR) and Historic Property Survey Report (HPSR). From these surveys a constraints map will be prepared which will be used to scope the required Phase 2 work

PROJECT ASSUMPTIONS

- In the event that suspected hazardous materials are encountered, visually or by odor in any geotechnical test boring, such boring will be immediately terminated and arrangements will be made to backfill the boring with cement grout. All added costs incurred as a result of suspected hazardous substances would be charged on a time and materials basis over and above the attached fee estimate.
- The scope of work does not include protocol-level surveys or exclusion and/or relocation efforts for listed species.

Attachment: Professional Services Agreement Oak Grove Road Bridge 2014_122 (RES-2022-655 : Approve a Fifth Amendment to Agreement

MARIPOSA COUNTY

Administration/Community Development · 966-3222

MEETING: November 22, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Small Business Saturday Proclamation

RECOMMENDATION AND JUSTIFICATION:
Proclaim November 26, 2022 as Small Business Saturday.

Saturday, November 26, 2022 is Small Business Saturday, a day to celebrate and support small businesses and all they do for our community. This year, small businesses need our support more than ever as they retool and pivot from the effects of the coronavirus pandemic and the Oak Fire.

Founded by American Express in 2010 and officially co-sponsored by the Small Business Administration (SBA) since 2011, Small Business Saturday has become an important part of small businesses' busiest shopping season. According to the 2021 Small Business Saturday Consumer Insights Survey, U.S. consumer spending at independent retailers and restaurants on Small Business Saturday reached an estimated $23.3 billion in 2021.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board typically declares proclamations in support of important causes in the community

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve the proclamation. Staff will continue to promote the event through other means.

ATTACHMENTS:
Small Business Saturday (DOCX)

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Marshall Long, Wayne Forsythe, Miles Menetrey
EXCUSED: Rosemarie Smallcombe

The Mariposa County Board of Supervisors

Proclaims the

Saturday, November 26, 2022
as
"Small Business Saturday"

WHEREAS Small Business Saturday was created by American Express on November 27, 2010; and

WHEREAS Small Business Saturday occurs on the Saturday after Thanksgiving; and

WHEREAS Black Friday supports the large corporations to promote holiday shopping, Small Business Saturday promotes holiday shopping locally; and

WHEREAS, because this country's 28 million small businesses create nearly two out of three jobs in our economy, we cannot resolve ourselves to create jobs and spur economic growth in America without discussing ways to support our entrepreneurs; and

WHEREAS Mariposa County's economic history and progress has been driven by pioneers who think big, take risks and work hard; and

WHEREAS, small businesses support economies, employ local residents, encourage youth entrepreneurship, engage in philanthropic and civic campaigns, and contribute to the vibrancy of Mariposa County; and

NOW, THEREFORE, BE IT KNOWN that the Board of Supervisors of Mariposa County, a political subdivision of the State of California, hereby proclaims Saturday, November 26, 2022, as "Small Business Saturday" and urges all residents to support our local small businesses this month and all year long.

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this 22nd day of November 2022, by unanimous vote.

ROSEMARIE SMALLCOMBE, District I Supervisor

WAYNE FORSYTHE, District IV Supervisor

VACANT, District II Supervisor

MILES MENETREY, District V Supervisor

MARSHALL LONG, District III Supervisor

Attachment: Small Business Saturday (2022-106 : Small Business Saturday Proclamation)

MARIPOSA COUNTY

Planning · 209-966-5151

ORDINANCE 2022-1180

MEETING: November 22, 2022

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: County Code Amendment No. 2022-256; an Ordinance Amending County Code Chapter 18.05)

RECOMMENDED ACTION AND JUSTIFICATION:

Waive the Second Reading and Adopt an Ordinance Titled Amending Chapter 18.05 Post Disaster Recovery in Mariposa County Code Title 18 Miscellaneous Land Use Regulations.

Processing of the ordinance was directed by the Board of Supervisors on the 11th day of October 2022 via Resolution No. 2022-593.

PROPOSED AMENDMENTS

Amendment 1 - Change the initial applicable time period for the ordinance from two (2) to five (5) years. With the potential for two (2) additional years of extension (unchanged from current code), the maximum total time for the ordinance would change from four (4) years to seven (7) years.

Amendment 2 - Eliminate the requirement that temporary replacement housing (RV) only be available for occupants of a permitted or legally established residence. With this change, an occupant of an unpermitted or illegally established residence could also be eligible for a permit for temporary replacement housing.

Amendments 1 and 2 were recommended by the Mariposa County Code Compliance Advisory Committee (CCAC) based on the following concerns:

It takes significant time (months) for state and county-required debris removal to occur; displaced residents can't re-occupy their property until all debris removal has been completed.

It can take longer than 4 years for disaster victims to recover financially and emotionally from a disaster such as the Oak Fire. Many disaster victims don't have any other option than to continue to live in an RV.

The County should be concerned about all residents made homeless by the Oak Fire, not just those who lived in permitted or legally established dwellings.

The County's priorities should be to be supportive of getting all displaced residents back on their properties.

Making a permit available to residents who were previously living in an unpermitted structure or unit is an important step in bringing them into legal occupancy of their properties.

Amendment 3 - Change definition of Health Department to reflect current name.

This amendment is needed based on current department structure.

Amendment 4 - Change text to remove reference to 2016 California building code (retain reference to current California building code).

This amendment is needed to reflect current applicable codes.

Amendment 5 - Modify definition of displaced resident to exclude a business or individual who purchased a property after the improvements were destroyed or damaged by a disaster (a new property owner who purchased a disaster property would not be eligible for permits for temporary replacement housing).

This amendment is recommended by staff, and needed to clarify applicability of the code. A new property owner who purchased a parcel after the Oak Fire disaster recently requested information about temporary replacement housing. The parcel's residential improvements were destroyed by the fire. The new property owner essentially purchased an undeveloped property and wouldn't meet the definition of displaced resident.

Amendment 6 - Add text to give staff discretionary authority to deny a permit for temporary replacement housing on-site, if there was confirmed illegal marijuana cultivation and/or related activites on the parcel prior to the disaster. The term "may" is intentional, to give staff flexibility to consider each request and situation.

This amendment is recommended by staff based on an inquiry made since the amendments were initiated, and based on the Board of Supervisors' direction at the Marijuana Round Table on 10/5/2022. The Board expressed a clear and firm interest in enhancing efforts to eliminate illegal grows in the Mariposa County. Without this text amendment, it would be possible for an individual to legally occupy a RV on a property for 7 years, while resuming the illegal marijuana cultivation on a property in the disaster area. Illegal marijuana cultivations in Mariposa County are often managed (guarded and/or maintained) by individuals occupying RVs.

NEXT STEPS

If the ordinance is introduced as recommended, the item will be scheduled for final Board of Supervisors' action two weeks later, for ordinance adoption.

If the ordinance is adopted, it will be effective 30 days following adoption.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

8/8/2017 - Ordinance No. 1126 an Interim Urgency Ordinance Establishing Chapter 18.05 for Post-Disaster Recovery

9/22/2017 - Ordinance No. 1128, extending Urgency Ordinance No. 1126

6/26/2018 - Introduction of Ordinance permanently establishing Post-Disaster Recovery provisions in County Code Chapter 18.05

7/10/2018 - Ordinance No. 1133, permanently establishing Post-Disaster Recovery provisions in County Code Chapter 18.05

5/5/2020 - Resolution No. 2020-235, initiating amendments to Chapter 18.05 to provide an additional year of recovery time

5/26/2020 - Introduction of Ordinance amending Chapter 18.05 to provide an additional year of recovery time

6/9/2020 - Ordinance No. 1153 amending Chapter 18.05 to provide an additional year of recovery time

10/11/2022 - Resolution No. 2022-593 initiating County Code Amendment No. 2022-256

11/8/2022 - Introduction of Ordinance amending Chapter 18.05

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Alternatives - Amend text in ordinance

Negative action - Do not introduce ordinance; County Code Chapter 18.05 would remain unchanged

ATTACHMENTS:
221108 BOS Draft Ordinance for CCA No. 2022-256 (PDF)
221122 Draft NOE (PDF)
221122 Summary Ordinance Before BOS Action R(PDF)

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Marshall Long, Wayne Forsythe, Miles Menetrey
EXCUSED: Rosemarie Smallcombe

.

STATE OF CALIFORNIA
COUNTY OF MARIPOSA
BOARD OF SUPERVISORS

MARIPOSA COUNTY ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 18.05 POST DISASTER RECOVERY IN MARIPOSA COUNTY CODE TITLE 18 MISCELLANEOUS LAND USE REGULATIONS

WHEREAS, the Mariposa County Board of Supervisors adopted Resolution No 2022-593 on the 11th day of October 2022 initiating County Code Amendment No. 2022-256; and

WHEREAS, County Code Amendment No. 2022-256 amends Title 18, Miscellaneous Land Use Regulations to amend provisions for Post Disaster Recovery; and

WHEREAS, five (5) sections of Chapter 18.05 are being amended; all other sections of Chapter 18.05 shall remain unchanged; and

WHEREAS, the Board of Supervisors considered these amendments at duly noticed public meetings on the 8th and 22nd days of November 2022 in accordance with State law and County Code.

THE BOARD OF SUPERVISORS OF THE COUNTY OF MARIPOSA, STATE OF CALIFORNIA ORDAINS AS FOLLOWS:

New text shown in underlined font
Deleted text shown in ~~strikethrough font~~

Section I: Chapter 18.05 is amended as follows:

18.05.020 Declaration of Emergency; Duration.

The provisions of this chapter are applicable for a period of ~~two (2)~~ five (5) years following the date of action by the board of supervisors to declare a local emergency following a disaster. These provisions shall take precedence over any conflicting ordinances in the Mariposa County Code that would apply in the absence of the emergency. By resolution of the board of supervisors, the provisions of this chapter may be extended for up to two (2) additional years. Extensions may be granted in six (6) month increments.

18.05.030 Definitions.

The following terms as used in this chapter shall have the following meanings, unless the context in which a term is used plainly requires another meaning:

A. "Disaster" means a wildfire, flood, earthquake, or other natural or human-caused event that damages or destroys

Attachment: 221108 BOS Draft Ordinance for CCA No. 2022-256 (2022-ORD-1180 : County Code Amendment No. 2022-256; an Ordinance

dwellings or other property and displaces people, and which is the basis for a declared local state of emergency.

B. "Footprint" means the area that falls directly beneath and shares the perimeter of a structure and any area in which debris from a destroyed building or structure remained after the disaster.

C. "Recreational vehicle" for the purposes of this chapter, means a motor home, travel trailer, truck camper, or camping trailer which is self-contained and designed for human habitation for recreational or emergency occupancy; which is self-propelled, truck-mounted, or permanently towable on California roadways; and which is a California department of motor vehicles licensed vehicle.

D. "Displaced resident or residents" means a Mariposa County resident or residents whose residential dwelling has been destroyed or damaged by a disaster, such that the resident(s) cannot occupy the dwelling as determined by the building department. Displaced resident(s) may be required to provide verification to the building department, to substantiate their eligibility for permits as described in this chapter. Evidence may consist of a driver's license or other government-issued identification card or utility bill, etc. with a physical address showing the resident resided on a legal parcel impacted by the disaster. A business which, or a person or persons who purchased a property after the improvements were destroyed or damaged by a disaster shall not be a displaced resident or residents for the purpose of this chapter.

E. "Health Department" shall mean the director of the environmental health ~~department~~ unit or designee.

F. "Building Department" shall mean the director of the building department or designee.

G. "Planning Department" shall mean the director of the planning department or designee.

18.05.040 Temporary Replacement Housing On-site.

Temporary replacement housing for displaced resident(s), consisting of a recreational vehicle or recreational vehicles, as defined herein, located on a legal parcel which sustained damage as a result of a disaster shall be authorized by the building department subject to the following provisions:

A. Except as provided in section 18.05.040.B, temporary replacement housing authorized pursuant to this chapter shall no longer be used in lieu of permanent housing within ~~two~~five ~~(2)~~ (5) years of the date of the board of supervisors' action declaring the local emergency, unless an extension is granted by the board of

Attachment: 221108 BOS Draft Ordinance for CCA No. 2022-256 (2022-ORD-1180 : County Code Amendment No. 2022-256; an Ordinance

supervisors pursuant to section 18.05.020, in which case it shall be removed by the extended deadline.

B. Temporary replacement housing shall no longer be used in lieu of permanent housing immediately following issuance by the building department of a final inspection or certificate of occupancy for a permanent replacement dwelling unit on-site.

C. Temporary replacement housing may only be occupied by a displaced resident or residents.

D. Temporary replacement housing shall meet the following standards:

1. The property owner or the property owner's authorized agent shall apply for a permit from the building department.

2. The permit shall only be considered for a parcel on which a ~~permitted or legally established~~ residence was destroyed, or substantially or partially damaged and uninhabitable, as determined by the building department as a result of the disaster. ~~Proof that a destroyed or damaged residence was permitted or legally established shall be verified by the building department based on prior finaled building permit or assessor's records, or other documentation satisfactory to the building department.~~ If there was confirmed illegal marijuana cultivation and/or related activities on the parcel as determined by the Planning Director based on consultation with Code Compliance staff, the permit may be denied.

3. No more than two (2) recreational vehicles used for temporary replacement housing shall be permitted per parcel.

4. If the temporary replacement housing is utilized prior to approval by the health department of the site as being free of all public hazards and toxic debris, the following provisions shall apply:

   a. A waiver of county liability, approved as to legal form and sufficiency by county counsel, shall be signed by the property owner and any authorized agent.

   b. The temporary replacement housing shall be located a minimum of one hundred and fifty (150) feet from the footprint of any damaged structure and in a manner that does not impede the debris removal process. Lesser setbacks may be approved by the health department on a case-by-case basis.

   c. The property owner and all occupants shall implement mitigation measures adequate to prevent exposure of hazardous wastes and safety risks to humans and

Attachment: 221108 BOS Draft Ordinance for CCA No. 2022-256 (2022-ORD-1180 : County Code Amendment No. 2022-256; an Ordinance

animals, as determined necessary by the health department.

5. Except as provided in section 18.05.040.D.4, a permit for temporary replacement housing shall not be issued by the building department until the site is approved by the health department as being free of all public hazards and all toxic debris or residue caused by the disaster.

6. The temporary replacement housing shall be located outside the boundaries of any recorded easements and may be located within the zoning ordinance required setback areas such that placement of the temporary replacement housing will allow for unobstructed reconstruction on the site.

7. The temporary replacement housing shall be connected to an approved source of water meeting one of the following criteria:

   a. Public water supply;

   b. Existing well provided that it has been approved by the health department as safe for domestic consumption; or

   c. Other water source approved by the health department.

8. The temporary replacement housing shall be connected to an approved sewage disposal system meeting one of the following criteria:

   a. Public sewer system;

   b. Existing on-site sewage disposal system that has been approved by the health department to be intact, adequately sized, and functioning following the disaster;

   c. Temporary holding tank with a contract with a pumping company for regular pumping. A copy of the contract shall be provided to the health department; or

   d. Other method of sewage disposal approved by the health department.

9. The temporary replacement housing shall be connected to an approved source of electricity meeting one of the following criteria:

   a. Permitted electrical service hook-up; or

   b. Other power source approved by the building department.

10. Temporary replacement housing shall not be located in either of the following areas:

Attachment: 221108 BOS Draft Ordinance for CCA No. 2022-256 (2022-ORD-1180 : County Code Amendment No. 2022-256; an Ordinance

a. a flood hazard area established by separate action of the board of supervisors or other authorized Federal, State, or local official; or

b. an area affected by the disaster which, due to hazards to health and safety directly or indirectly resulting from the disaster, require in-depth study before allowing rebuilding of any kind as determined by the building department or health department.

11. The temporary replacement housing allowed by this chapter may be converted to temporary construction housing upon issuance of a building permit for a permanent residence, pursuant to County Code section 15.10.270.B.

12. Camping cabins, recreational vehicle park models, tiny homes, yurts, multiple bedroom FEMA trailers and/or FEMA trailers installed similarly to a mobile or manufactured home, mobile homes, and similar units as determined by the building official are not considered temporary replacement housing for the purposes of this chapter.

18.05.060 Repair Criteria.

A. Permitted or legally established structures that have been damaged as the result of a disaster shall be repaired in accordance with the following criteria:
When the estimated value of repair is less than fifty percent (50%) of the replacement value of the structure, the damaged elements may be repaired. Any repairs must comply with the current California Code of Regulations, Title 24 standards, or, as an alternative, a California design professional of record shall be retained by the property owner to evaluate the damages, and design, oversee and approve repairs in accordance with the ~~2016 (or~~ current~~)~~ California ~~existing~~ building code.

B. When the estimated value of repair is fifty percent (50%) or more of the replacement value of the structure, the entire structure shall be brought into conformance with the current California Code of Regulations, Title 24 standards.

C. Determinations made relative to the provisions within this section shall be the authority of the building department.

18.05.070 Temporary Replacement Housing Off-Site.

Installation of temporary replacement housing off-site for displaced resident(s), consisting of a recreational vehicle or recreational vehicles, as defined herein, may be authorized by the building department subject to the following provisions:

Attachment: 221108 BOS Draft Ordinance for CCA No. 2022-256 (2022-ORD-1180 : County Code Amendment No. 2022-256; an Ordinance

A. A maximum of two (2) recreational vehicles shall be authorized on a privately owned parcel which is off-site from the disaster and which is zoned for primary residential use as determined by the planning department.

B. Except as provided in section 18.05.070.C, temporary replacement housing off-site authorized pursuant to this section shall no longer be used in lieu of permanent housing within ~~two~~ five ~~(2)~~ (5) years of the date of the board action declaring the local emergency, unless an extension is granted by the board of supervisors pursuant to 18.05.020, in which case it shall be removed by the extended deadline.

C. Temporary replacement housing off-site shall no longer be used in lieu of permanent housing immediately following issuance by the building department of a final inspection or certificate of occupancy for a permanent replacement dwelling unit for the displaced resident or residents.

D. The permit for temporary replacement housing off-site shall only be considered for a displaced resident who occupied a ~~permitted or legally established~~ residence that was destroyed, or substantially or partially damaged and uninhabitable as determined by the building department as a result of the disaster. ~~Proof that a destroyed or damaged residence was permitted or legally established shall be verified by the building department based on prior finaled building permit or assessor's records, or other documentation satisfactory to the building department.~~

E. Temporary replacement housing shall be occupied by a displaced resident or residents.

F. Temporary replacement housing off-site shall be located outside the boundaries of any recorded easements and shall comply with all zoning ordinance setback requirements.

G. Temporary replacement housing off-site shall meet the following standards:

1. The property owner or the property owner’s authorized agent shall apply for a permit from the building department.

2. The temporary replacement housing off-site shall be connected to an approved source of water meeting one of the following criteria:

   a. Public water supply;

   b. Existing well provided that it has been approved by the health department as safe for domestic consumption; or

   c. Other water source approved by the health department.

Attachment: 221108 BOS Draft Ordinance for CCA No. 2022-256 (2022-ORD-1180 : County Code Amendment No. 2022-256; an Ordinance

3. The temporary replacement housing off-site shall be connected to an approved sewage disposal system meeting one of the following criteria:

   a. Public sewer system;

   b. Existing on-site sewage disposal system that has been approved by the health department to be intact and functioning following the disaster and adequately sized;

   c. Temporary holding tank with a contract with a pumping company for regular pumping. A copy of the contract shall be provided to the health department; or

   d. Other method of sewage disposal approved by the health department.

4. The temporary replacement housing off-site shall be connected to an approved source of electricity meeting one of the following criteria:

   a. Permitted electrical service hook-up; or

   b. Other power source approved by the building director.

5. Temporary replacement housing off-site shall not be located in either of the following:

   a. a flood hazard area established by separate action of the board of supervisors or other authorized Federal, State, or local official; or

   b. an area affected by the disaster which, due to hazards to health and safety caused by the disaster, require in-depth study before allowing rebuilding of any kind as determined by the building department or health department.

H. Camping cabins, recreational vehicle park models, tiny homes, yurts, multiple bedroom FEMA trailers and/or FEMA trailers installed similarly to a mobile or manufactured home, mobile homes, and similar units as determined by the building official are not considered temporary replacement housing for the purposes of this chapter.

Section II: County Code Amendment No. 2022-256 is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA guidelines Section 15061(b)(3), the Common Sense Exemption, as there is no possibility the activity in question may have a significant effect on the environment.

Section III: If any provision of this ordinance is held to be unconstitutional, preempted by federal law, or otherwise invalid by any court or competent jurisdiction, the remaining provisions of the ordinance shall not be invalidated.

Attachment: 221108 BOS Draft Ordinance for CCA No. 2022-256 (2022-ORD-1180 : County Code Amendment No. 2022-256; an Ordinance

Section IV: This ordinance shall become effective thirty (30) days after final passage pursuant to Government Code Section 25123.

PASSED AND ADOPTED on this _____ day of _____ 2022 by the following vote:

AYES:
NOES:
EXCUSED:
ABSTAINED:

_____
Rosemarie Smallcombe, Chair
Mariposa County Board of Supervisors

Attest:

_____
Danielle Bondshu
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

_____
Steven W. Dahlem
County Counsel

Attachment: 221108 BOS Draft Ordinance for CCA No. 2022-256 (2022-ORD-1180 : County Code Amendment No. 2022-256; an Ordinance

Attachment: 221122 Draft NOE (2022-ORD-1180 : County Code Amendment No. 2022-256; an Ordinance Amending County Code Chapter 18.05))

MARIPOSA COUNTY
NOTICE OF EXEMPTION

TO: **County Clerk, County of Mariposa**
P.O. Box 247
Mariposa, CA 95338

FROM: **Mariposa County**
Planning Department
P.O. Box 2039
Mariposa, CA 95338

Project Title: County Code Amendment No. 2022-256; Amendments to Chapter 18.05 for Post Disaster Recovery

Project Address: Applies countywide

Project Parcels: N/A

Description of Project: This code amendment changes the initial applicable time period for the ordinance, eliminates requirement that temporary replacement housing only be available for occupants of a permitted or legally established residence, changes the definition of Health Department to reflect current name, removes reference to the 2016 California building code, modifies definition of displaced resident, and give staff discretionary authority to deny a permit for temporary replacement housing on-site if there was illegal marijuana cultivation on-site prior to the disaster.

Name of Public Agency Approving Project: Mariposa County Board of Supervisors

Name of Proponent Carrying Out Project: Mariposa County

Exempt Status: Common Sense Exemption; Section 15061(b)(3)

Reason Why Project Is Exempt: This project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) – common sense exemption – (there is no possibility the activity in question may have a significant effect on the environment), CEQA Guidelines. The amendment modifies current provisions in Title 18, Mariposa County Code, Miscellaneous Land Use Regulations, but doesn't change the basic code allowances for displaced residents to temporarily occupy "temporary replacement housing" and to temporarily (conditionally) allow for "post disaster recovery facilities" through an Administrative Use. The amendment does not propose a specific development project.

Lead Agency Contact Person: Sarah Williams, Planning Director

Phone Number: (209) 742-1215

Mariposa County Board of Supervisors by

_____ _____

Sarah Williams, Planning Director Date

MARIPOSA COUNTY BOARD OF SUPERVISORS

SUMMARY OF PROPOSED ORDINANCE AMENDING MARIPOSA COUNTY CODE CHAPTER 18.05 POST DISASTER RECOVERY

Notice is hereby given that on **Tuesday, November 22, 2022 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 adoption of an ordinance amending five sections of Mariposa County Code Chapter 18.05 Post Disaster Recovery:

Section I: Section 18.05.020 Declaration of Emergency; Duration shall be amended to increase the original effective time frame for a declared emergency from 2 to 5 years. Section 18.05.030 Definitions shall be amended to clarify that a displaced resident is not a new property owner who purchased property following the disaster and to correct the definition of Health Department. Section 18.05.040 Temporary Replacement Housing On-site shall be amended to increase the initial time period for occupation of temporary replacement housing on-site from 2 to 5 years and to delete the requirement that only properties with legally established residences are eligible for temporary replacement housing (properties with illegally established residences are also eligible for temporary replacement housing). Text is added to give staff discretionary authority to deny a permit for temporary replacement housing on-site if there was confirmed illegal marijuana cultivation on the parcel prior to the disaster. Section 18.05.060 Repair Criteria shall be amended to delete reference to the 2016 California building code (reference to current California building code is retained). Section 18.05.070 Temporary Replacement Housing Off-site shall be amended to increase the initial time period for occupation of temporary replacement housing off-site from 2 to 5 years and to delete the requirement that only properties with legally established residences are eligible for temporary replacement housing (properties with illegally established residences are also eligible for temporary replacement housing.

Section II: Establishes California Environmental Quality Act (CEQA) Exemption for proposed ordinance.

Section III: Establishes that if any ordinance provision is invalid, remaining portions of the ordinance are not invalidated.

Section IV: Establishes that the ordinance shall be effective 30 days after final passage pursuant to CA Government Code.

A certified copy of the full text of this 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

Attachment: 221122 Summary Ordinance Before BOS Action R [Revision 1] (2022-ORD-1180 : County Code Amendment No. 2022-256; an

MARIPOSA COUNTY

Administration · 966-3222

MEETING: November 22, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Discussion and Direction Regarding Oak Fire Recovery

RECOMMENDATION AND JUSTIFICATION:
Discussion and Direction regarding Oak Fire Recovery.

The Board directed staff to create a standing item to allow for the sharing of information regarding Oak Fire Recovery.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On July 22, 2022, the Oak Fire began in the Midpines area of Mariposa County and grew into a major wildfire. 127 homes and 66 outbuildings were destroyed.

On July 22nd, 2022, the County Health Officer declared a local health emergency under California Health and Safety Code Section 101080.

On July 23, 2022, Mariposa County received notification of the approval of a Federal Fire Management Assistance Grant (FMAG) to aid with the Oak Fire. Additionally, Gavin Newsom, Governor of the State of California, also proclaimed, on July 23, 2022, a state of emergency in Mariposa County due to the Oak.

On July 23rd, 2022, Sheriff Jeremy Briese, acting as the Director of Emergency Services pursuant to Mariposa County Code Section 2.80.040, issued a Proclamation declaring a local emergency.

On July 26, 2022, the Board of Supervisors adopted Resolution 22-435 ratifying a Proclamation of the existence of a local emergency and ratifying a Proclamation of the existence of a local health emergency.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not have discussion and direction and miss the opportunity to address the ongoing recovery from the Oak fire.

RESULT: INFORMATION RECEIVED

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2022-656

MEETING: November 22, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Adopt Housing Rehabilitation Program Guildelines

RECOMMENDATION AND JUSTIFICATION:
Adopt A resolution approving the adoption of the Community Development Block Grant(CDBG) Single-Family Rehabilitation guidelines (As Approved to Form by County Counsel).

Mariposa County currently partners with Self-Help Enterprises to administer an owner occupied single family residence housing rehabilitation program. The rehabilitation program is funded by grant awards from the Home Investment Partnership Program (HOME) and Community Development Block Grants. In order to be compliant with HOME and CDBG program requirements that are established by the California Department of Housing and Community Development (HCD) the County must stay current with any HCD program guideline updates. The County adopted Home and CDBG Guidelines in 2018 and HCD updated the program guidelines in February 2022 to reflect current State statutes.

Additionally the County must have current adopted program guidelines prior to submission of a CDBG Program Income application, which we plan to do before the end of the year.

The new housing rehabilitation guidelines outline eligibility of the property owner, the property, allowable expenses, as well as the terms of the loans/grants. The updated guidelines are attached to this board item and will replace the 2018 guidelines for all housing rehabilitation programs, including HOME, CDBG and CalHome.

Staff is recommending adoption of the guidelines.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

RES-2018-292 Board approves the Comprehensive Housing Program Implementation study that indicates the need for the County to partner with Non-Profit Developers to rehabilitate affordable housing throughout the County.

RES-2019-498 Adopt 2019-2024 Housing Element to the General Plan.

RES-2019-699 Adopt Home Investment Partnership Program, CDBG and CalHome single family owner occupied rehabilitation program guidelines.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Alternatively the board could ask staff to engage with HCD and ask for specific changes to the guidelines. Negative action would result in non-compliance with State Housing rehabilitation guidelines and the County would not be eligible to apply for CDBG Program Income.

ATTACHMENTS:
Single Family Housing Rehabilitation Assistance Programs (PDF)
MAR 22 CDBG Guideline Resolution (PDF)

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Marshall Long, District III Supervisor
AYES: Marshall Long, Wayne Forsythe, Miles Menetrey
EXCUSED: Rosemarie Smallcombe

COUNTY OF MARIPOSA

SINGLE-FAMILY HOUSING REHABILITATION ASSISTANCE PROGRAMS

(HOME, CDBG, CalHome)

PROGRAM DESIGN AND PROCESS





HCD Version 2/2022

CalHome Approved (date)
CDBG Approved (date)
HOME Approved (3/22/2022)

Attachment: Single Family Housing Rehabilitation Assistance Programs (RES-2022-656 : Adopt Housing Rehabilitation Program Guildelines)

COUNTY OF MARIPOSA
HOUSING REHABILITATION
PROGRAM GUIDELINES

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HOUSING REHABILITATION
PROGRAM GUIDELINES

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Attachment: Single Family Housing Rehabilitation Assistance Programs (RES-2022-656 : Adopt Housing Rehabilitation Program Guildelines)

COUNTY OF MARIPOSA
HOUSING REHABILITATION
PROGRAM GUIDELINES

Adopted date

1.0. GENERAL

The above-named entity, hereinafter referred to as the "Sponsor", has entered into a contractual relationship with the California Department of Housing and Community Development ("HCD") to administer one or more HCD-funded housing rehabilitation programs. The rehabilitation program described herein and hereinafter referred to as the "Program" is designed to provide assistance to eligible homeowners for correction of health and safety items, as well as code violations, located within the Program's eligible area, as described in Section 3.0. The Program provides this assistance in the form of deferred payment loans used to finance the cost of necessary repairs that will provide the homeowner with a healthy, safe, sanitary and code compliant home, referred to herein as "housing unit". The Program will be administered by Self-Help Enterprises, hereinafter referred to as the "Program Operator".

1.1. PROGRAM OUTREACH AND MARKETING

All outreach efforts will be done in accordance with state and federal fair lending regulations to assure nondiscriminatory treatment, outreach and access to the Program. No person shall, on the grounds of age, ancestry, color, creed, physical or mental disability or handicap, marital or familial status, medical condition, national origin, race, religion, gender or sexual orientation, be excluded, denied benefits or subjected to discrimination under the Program. The Sponsor will ensure that all persons, including those qualified individuals with handicaps have access to the Program.

A. The Fair Housing Lender and Accessibility logos will be placed on all outreach materials. Fair housing marketing actions will be based upon a characteristic analysis comparison (census data may be used) of the Program's eligible area compared to the ethnicity of the population served by the Program (includes, separately, all applications given out and those receiving assistance) and an explanation of any underserved segments of the population. This information is used to show that protected classes (age, gender, ethnicity, race, and disability) are not being excluded from the Program. A Fair Housing Marketing Plan can be found as Attachment D. Flyers or other outreach materials, in English and any other language that is the primary language of a significant portion of the area residents, will be widely distributed in the Program-eligible area and will be provided to any local social service agencies. The Program may sponsor homeownership education classes to help educate homeowners about credit, budgeting, predatory lending, foreclosure prevention and home maintenance, as well as future responsibilities.

B. Section 504 of the Rehabilitation Act of 1973 prohibits the exclusion of an otherwise qualified individual, solely by reason of disability, from participation under any program receiving Federal funds. The Program Sponsor will take appropriate steps to ensure effective communication with disabled housing applicants, residents and

Attachment: Single Family Housing Rehabilitation Assistance Programs (RES-2022-656 : Adopt Housing Rehabilitation Program Guildelines)

members of the public.

1.2. APPLICATION PROCESS AND SELECTION

A. Waiting List/Homeowner Contact

The Sponsor will utilize a waiting list. In response to a homeowner's request, the homeowner is placed on the waiting list. Homeowners are offered the opportunity to qualify for assistance by waiting list priority (a first-come, first served basis).

The Program Operator will contact homeowners by mail and/or by telephone to advise of funding availability. The homeowner has 30 days to complete and return the loan application and supporting documentation. Should a homeowner fail to respond to the initial contact for assistance or to provide any of the required documentation within the 30-day period, the homeowner's name will be removed from the waiting list. If the homeowner desires assistance at a later time, he/she will be placed on the waiting list at that time.

Should the waiting list be exhausted, the Program will be marketed in accordance with the Sponsor's Marketing Plan. **See Attachment D.**

B. Application/Interview

An application packet is provided to the homeowner for completion and submittal to the Program Operator, along with supporting documentation. An interview is scheduled with the applicant. The Program is fully explained; application forms and documentation are reviewed. Verifications are obtained for income, assets, employment, benefits, and mortgage. Title report and appraisals are also obtained.

If the Program Operator encounters material discrepancies and/or misrepresentations, and/or there are income, asset, household composition, or other important questions that can't be resolved, the Sponsor reserves the right to deny assistance to the household. In this case, the applicant may re-apply after six months have elapsed from the time of written assistance denial.

C. Household Selection

Households selected for participation in the Sponsor's Housing Rehabilitation Program are those determined eligible upon completion of processes described in A. and B. above.

D. Initial Inspection/Work Write-Up/Estimate

Prospective units are inspected by the Program Operator, a certified housing inspector, or a Sponsor representative to determine eligibility and acceptability of properties for participation in the Program.

If the home is a pre-1978 unit, the initial inspection will also include paint testing by a certified Lead-Based Paint (LBP) inspector/assessor or presumption of LBP.

Attachment: Single Family Housing Rehabilitation Assistance Programs (RES-2022-656 : Adopt Housing Rehabilitation Program Guildelines)

Code deficiencies will be corrected and if presumption is used or lead hazards are found they will be properly treated according to HUD regulations (Section 6.1.E & F) and cleared by a certified LBP inspector/assessor. **Note: CalHome-funded projects do not require LBP compliance. CDBG projects shall refer to Chapter 20, Lead-Based Paint Requirements for guidance in the CDBG Grant Management Manual.**

Measurements and observations are noted about the property, including special conditions with potential cost consequences (dilapidated outbuildings, absence of curb and gutter when required by code, etc.). A floor plan and site plan, as needed, are drawn for the home and property, including all appurtenances.

Findings are noted on an inspection form, and later used by the Program Operator to prepare the work write-up. Estimated costs are determined by the Program Operator who has years of experience in the building industry, and in reviewing contractor bids and verifying cost with materials suppliers. The homeowner reviews the completed work write-up and cost estimate, and the approved write-up is incorporated into bid documents.

E. Bid Solicitation

A bid walk-through date and time are scheduled. The homeowner may choose to solicit his/her own bids or request that the Program Operator solicit bids on his/her behalf. Invitations to bid are mailed to all eligible contractors selected by the homeowner from the Active Contractor List provided by the Program Operator in efforts to obtain three reasonable bids. Homeowners are required to select a minimum of six contractors from the Active Contractor List and may add to the list as long as the contractor meets the requirements outlined in the Housing Rehabilitation/Reconstruction Program Contractor Guidelines and Information Sheet (see Attachment K). Contractors will be notified via telephone and/or in writing (email, fax, etc.) at least one week prior to each bid tour. Bid results will be provided to participating contractors.

Contractors must be licensed and bonded by the State of California Contractors Licensing Board. Contractors must also provide Program Operator with evidence of Workers' Compensation Insurance and Comprehensive General Liability and Property Damage Insurance with Combined Single Limits of at least $1,000,000.

Recruitment for eligible contractors is done on an ongoing basis, via local advertising, website notification, and program marketing. It is the goal of the Program Operator to maintain an Active Contractor List of eligible, interested contractors located in the Sponsor's County. Applications are available for those seeking to participate by calling the Program Operator or visiting the Program Operator's website. The Program Operator will send notices to contractors on the Active Contractor List annually, which will request each contractor contact the Program Operator to confirm his or her interest in remaining on the Active Contractor List. Contractors who do not respond will be moved to the Inactive Contractor List.

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Cost reasonableness is determined by comparing the bids received with the cost estimate prepared by the Program Operator. Bids should be within 10% of the Program Operator's cost estimate, otherwise an explanation must be provided to the file for any bid selected exceeding 10% of the estimate. The homeowner is encouraged to accept the lowest reasonable bid.

The Program Operator determines eligibility of the contractor by contacting the State Contractors License Board and checking the Federal List of Debarred Contractors. The contractor is also required to provide a self-certification stating that he/she is not on the Federal debarred list. Once determined eligible, the contractor is then notified of provisional award of bid (pending loan approval). Notices of non-award are mailed to participating contractors.

F. Loan Request/Approval

A report and loan request are prepared on behalf of the homeowner by the Program Operator. The loan request includes the cost of construction, a contingency fund, and other project costs (listed in Section 6.3.). Note: For HOME and CDBG, the project costs listed in Section 6.3 are considered activity delivery costs to be paid by the Sponsor and may not be charged to the homeowner's loan. A Loan Review Committee meeting is scheduled to hear the loan request. Section 1.3 provides additional information on the loan approval process. Once approved, loan documents are executed and the loan is funded.

G. Pre-Construction Conference

A pre-construction conference is scheduled with homeowner, contractor, and Program Operator. The Program Operator reviews the Owner-Contractor Construction Contract, including the work write-up, start date, pay schedule, and date of completion, with the homeowner and contractor. The construction contract and Notice to Proceed are executed.

H. Start-Up/Field Inspections

The Program Operator monitors date of start-up and performs field inspections on a regular basis. The Program Operator will visit the job site regularly in order to check the scope of work, inspect materials, and to confirm the job is on schedule and within budget. The Program Operator works with the Sponsor's Building Inspector to ensure the work meets building codes, while not exceeding funding limits.

The Program Operator reviews the work status with the homeowner and with the contractor in order to remedy any developing problems quickly and to ensure that both are satisfied with the construction process. At the completion of each phase, the Program Operator inspects the work and the homeowner authorizes contractor payments.

The Program Operator will refer back to original plans and specifications to verify the work was completed as contracted.

Attachment: Single Family Housing Rehabilitation Assistance Programs (RES-2022-656 : Adopt Housing Rehabilitation Program Guildelines)

I. Change Orders

Written change orders are required when the homeowner requests any changes in the write-up, such as eliminating an item completely, eliminating one item and substituting another, or adding items. The change order will state the change and dollar value for the change. The change order must be signed by both the contractor and the homeowner, and submitted to the Program Operator for approval. If the change order exceeds the approved financing, the homeowner will be asked to provide additional funds or a report and request for additional funds may be presented to the Sponsor's Loan Review Committee for approval prior to Program Operator signing-off on the change order.

J. Progress Payments

Ninety percent (90%) of the contract amount is distributed to the contractor in the form of progress payments during construction. The final ten-percent (10%) of the contract amount is set aside as a retention payment. The contractor requests a progress payment from the homeowner and notifies the Program Operator that he/she has done so. Upon favorable inspection by the homeowner, Program Operator, and Sponsor or Sponsor's Building Inspector, the payment authorization is signed by the homeowner and submitted for payment.

K. Final Inspections/Notice of Completion/Final Payment

When the project is completed, the Program Operator inspects the work item by item with the homeowner, the contractor, and/or the Sponsor. The Sponsor's Building Inspector performs a final inspection. Any corrections or deficiencies are noted and corrected by the contractor. Upon favorable final inspections, a Notice of Completion is prepared, signed by the homeowner, and then recorded. The final ten-percent (10%) retention payment is released 35 days after the recording of the Notice of Completion.

1.3. LOAN PROCESS

The Sponsor's Loan Review Committee must approve all loans and grants. The Loan Review Committee may approve assistance with CDBG financing exceeding 100 percent of after-rehabilitation value as needed in cases where no other financial resources are available to cover the cost of the repairs and where clear and convincing documentation exists, justifying why the exception is needed.

However, if the project is CalHome-funded, the total financing cannot be more than 105 percent of the after- rehabilitation value. For HOME-funded loans, the total financing cannot be more than 100 percent of the after-rehabilitation value, unless per HOME Management Memorandum 13-01 at http://www.hcd.ca.gov/grants-funding/active-funding/home.shtml#memos the entire HOME assistance amount is granted rather than loaned, due to a lack of any equity after rehabilitation, based on existing loans on the property and an after-rehabilitation value appraisal. In addition, the amount of HOME assistance, including Sponsor's claimed Activity Delivery Costs, cannot exceed the Sponsor's County HOME Per-Unit Subsidy Limits at http://www.hcd.ca.gov/grants-

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funding/income-limits/state-and-federal-income-limits.shtml, and the after-rehabilitation value cannot exceed the HOME Homeownership Value Limits. **See Attachment C for current limits.**

In order to obtain financing, applicants must meet all property and eligibility guidelines in effect at the time the application is considered. Homeowners will be provided written notification of approval or denial. Any reason for denial will be provided to the applicant in writing.

1.4. CONFLICT OF INTEREST REQUIREMENTS

When the Sponsor's program contains Federal funds, the applicable Conflict of Interest requirements of 24 CFR Section 570.611 shall be followed for CDBG assistance. Section 92.356 of the HOME Final Rule shall be followed for HOME assistance. For CalHome-funded Programs, the applicable Conflict of Interest requirements of Public Contract Code sections 10410, 10411, and 10430 (e) shall be followed.

For HOME assistance, Section 92.356 of the HOME Final Rule shall be followed, as follows:

(a) Conflicts prohibited. No persons described in paragraph (b) of this section who exercises or has exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOME-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to the HOME-assisted activity, or the proceeds from such activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including stepparent), child (including stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild and in-laws of a covered person.

(b) Persons covered. The conflict of interest provisions of paragraph (a) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the participating jurisdiction, State recipient, or subrecipient which are receiving HOME funds.

(c) Exceptions: Threshold requirements. Upon the written request of the participating jurisdiction to HCD, HUD may grant an exception to the provisions of paragraph (a) of this section on a case-by-case basis when it determines that the exception will serve to further the purposes of the HOME Investment Partnerships Program and the effective and efficient administration of the participating jurisdiction's program or project. See 24 CFR 92.356(d)(1-6) for details on the documentation needed in order to submit an exception request to HUD.

A contractor with a vested interest in the property cannot bid on a rehabilitation job. Such a contractor may act as owner/builder, subject to standard construction procedures. Owner/builders are reimbursed for materials purchased which are verified by

Attachment: Single Family Housing Rehabilitation Assistance Programs (RES-2022-656 : Adopt Housing Rehabilitation Program Guildelines)

invoice/receipt and used on the job. Reimbursement occurs after the installation is verified by the Program Operator to be part of the scope of work. Owner/builders are not reimbursed for labor.

2.0. APPLICANT QUALIFICATIONS

2.1. INCOME LIMITS

All homeowners must certify that they meet the household income eligibility requirements for the applicable HCD program(s) and have their household income documented. The income limits in place at the time of loan approval will apply when determining applicant income eligibility. All applicants must have incomes at or below 80% of the County's area median income (AMI), adjusted for household size, as published by HCD each year. **See Attachment C**.

The link to the official HCD-maintained income limits for HOME- and CDBG-funded activities is: http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml (for HOME and CDBG, choose "State CDBG, HOME and NHTF – Income, Value and Rent Limits"; for CalHome-funded activities choose "Official State Income Limits").

Household: means one or more persons who will occupy a housing unit. Unborn children count in family size determination. For CalHome, unborn children are not counted.

Annual Income: Generally, the gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period.

2.1.1 OWNER-OCCUPIED REQUIREMENTS

Owner-Occupant - to be eligible, household income must be equal to or less than the applicable HCD income limits. Owner will be required to provide income documentation. Refer to Income Inclusions and Exclusions for further guidance to the types of incomes to be included or excluded when calculating gross annual income. **See Attachment A for HOME and CDBG. See Attachment A-1 for CalHome.** Refer to Asset Inclusions and Exclusions for further guidance to the types of assets to be included or excluded when calculating gross annual income. **See Attachment B.**

Owner-occupants housing and/or debt ratios are not considered, nor is a credit report required, as the funding provided creates no additional monthly financial obligation. If an owner-occupant has a mortgage, it is verified that all payments are current and that no late payments have been received in the past twelve months.

2.2. INCOME QUALIFICATION CRITERIA

Projected annual gross income of the applicant household will be used to determine whether they are above or below the published HCD income limits. Income qualification criteria for HOME and CDBG, as shown in the most recent HCD program-specific guidance at http://www.hcd.ca.gov/grants-funding/income-limits/income-calculation-and-determination-guide.shtml, will be followed to independently determine and certify the household's annual gross income. Income will be verified by reviewing and documenting

Attachment: Single Family Housing Rehabilitation Assistance Programs (RES-2022-656 : Adopt Housing Rehabilitation Program Guildelines)

tax returns, copies of wage receipts, subsidy checks, bank statements and third-party verification of employment forms sent to employers. All documentation shall be dated within six months prior to loan closing and kept in the applicant file and held in strict confidence.

A. HOUSEHOLD INCOME DEFINITION:

Household income is the annual gross income of all adult household members that is projected to be received during the coming 12-month period, and will be used to determine program eligibility. Refer to Income Inclusions and Exclusions for further guidance to the types of incomes to be included or excluded when calculating gross annual income. For those types of income counted, gross amounts (before any deductions have been taken) are used. Two types of income that are not considered would be income of minors and of live-in aides. Certain other household members living apart from the household also require special consideration. The household's projected ability to pay must be used, rather than past earnings, when calculating income.

Housing and/or debt ratios are not considered as the funding provided creates no additional monthly financial obligation. If a homeowner has a mortgage, creditworthiness is verified by ensuring that all payments are current and that no late payments have been received in the past twelve months.

See Attachment A: HOME and CDBG 24 CFR Part 5 Annual Income Inclusions and Exclusions and Attachment A-1: CalHome Title 25 Section 6914 Annual Income inclusions and Exclusions (State)

B. ASSETS:

There is no asset limitation for participation in the Program. Income from assets is, however, recognized as part of annual income under the Part 5 definition. An asset is a cash or non-cash item that can be converted to cash. The value of necessary items such as furniture and automobiles are not included. *(Note: it is the income earned – e.g. interest on a savings account – not the asset value, which is counted in annual income.)*

An asset's cash value is the market value less reasonable expenses required to convert the asset to cash, including: Penalties or fees for converting financial holdings and costs for selling real property. The cash value (rather than the market value) of an item is counted as an asset.

See Attachment B: Part 5 Annual Income Net Family Asset Inclusions and Exclusions

Attachment: Single Family Housing Rehabilitation Assistance Programs (RES-2022-656 : Adopt Housing Rehabilitation Program Guildelines)

2.3. HOMEOWNER ELIGIBILITY AND RESIDENCY REQUIREMENTS

The Sponsor's Housing Rehabilitation Program allows for owner-occupied properties to participate in the Program. Owner-occupied units must be the owner's principal place of residence. A photocopy of a recent utility bill will verify proof of occupancy. No unit to be rehabilitated will receive financial assistance if it is currently occupied by an over-income household or does not meet the eligibility standards outlined in these guidelines.

2.3.1 OWNER-OCCUPIED

A. Continued residency is monitored annually per Attachment F for the term of the loan. Occupancy will be verified by the submission of the following:

1. Proof of occupancy in the form of a copy of a current utility bill; and

2. Statement of unit's continued use as primary residence of the owner.

B. In the event that an homeowner sells, transfers title, or discontinues residence in the rehabilitated property for any reason, the loan becomes due and payable, unless the following conditions are met:

The homeowner who received the loan dies and the heir to the property meets income requirements and intends to occupy the home as his/her principal residence. Upon approval of the Sponsor, the heir may be permitted to assume the loan at the rate and terms the heir qualifies for under current participation guidelines. If the heir does not meet applicable eligibility requirements, the loan is due and payable. **Note: Loans provided by CalHome are not assumable.**

C. If a homeowner converts the property to a rental unit, or any commercial or non-residential use, the loan is due and payable, unless the loan was funded with CDBG and tenant and homeowner meet eligibility requirements as described in Section 2.3.2. below.

If the loan is funded with a CalHome Loan it is not transferable except under the following limited circumstances:

(a) The transfer of the Property to the surviving joint tenant by devise, descent or operation of the law, on the death of a joint tenant;
(b) A transfer of the Property where the spouse becomes an owner of the property;
(c) A transfer of the Property resulting from a decree of dissolution of marriage, legal separation or from an incidental property settlement agreement by which the spouse becomes an owner of the Property; or
(d) A transfer to an inter vivos trust in which the Borrower is and remains the beneficiary and occupant of the property.

Attachment: Single Family Housing Rehabilitation Assistance Programs (RES-2022-656 : Adopt Housing Rehabilitation Program Guildelines)

3.0. PROPERTY ELIGIBILITY

3.1. CONDITIONS

A. No unit will be eligible if a household's income exceeds the prescribed income limits listed in Attachment C.

B. Units to be rehabilitated must be located within the unincorporated areas of the Sponsor's jurisdiction.

C. Property must contain a legal residential structure intended for continued residential occupancy.

D. All repair work will meet Local Building Code standards. At a minimum, health and safety hazards must be eliminated. For CDBG the priority will be the elimination of health and safety hazards. Sponsor may also require elimination of code deficiencies. When HOME funds are used for housing rehabilitation, the property must meet all applicable current codes, rehabilitation standards, ordinances, and zoning ordinances at the time of project completion. However, if certain components of the house are sound and were built to code prescribed at the time of installation, no repair or alteration will be made to those components. Section 8 Housing Quality Standards may be required on rentals by Sponsor when CDBG funds are used.

3.2. ANTI-DISPLACEMENT POLICY AND RELOCATION ASSISTANCE

Tenants will be informed of their eligibility for temporary relocation benefits if occupancy during rehabilitation constitutes a danger to health and safety of occupants or public danger or is otherwise undesirable because of the nature of the project. Relocated persons will receive increased housing costs, payment for moving and related expenses and appropriate advisory services, as detailed in the Sponsor's "Residential Anti-displacement and Relocation Assistance Plan" **(Attachment E).**

Owner-occupants are not eligible for temporary relocation benefits, unless health and safety threats are determined to exist by the Program Operator. In cases where relocation is determined to be necessary by the Sponsor/Program Operator, assistance may be provided for actual costs incurred from the applicant's loan proceeds or as a grant **(see Section 4.4. for allowable grants)**. HOME-funded projects will provide relocation assistance in the form of a grant, which shall be included in the maximum assistance amount.

Note: Relocation benefits are not a requirement under CalHome, but are acceptable and may be covered by loan proceeds.

Attachment: Single Family Housing Rehabilitation Assistance Programs (RES-2022-656 : Adopt Housing Rehabilitation Program Guildelines)

3.3.NOTIFICATION AND DISCLOSURES - Not required by CalHome

A. Occupants of units constructed prior to 1978 will receive proper notification of Lead-Based Paint (LBP) hazards as follows:

The Lead Hazard Information Pamphlet published by the EPA/HUD/Consumer Product Safety Commission will be given to all owners regardless of the cost of rehabilitation or paint test findings. If lead-based paint is found through testing or if presumed, a Notice of Lead Hazard Evaluation or Presumption will also be supplied. When Lead hazards are present, a Notice of Lead Hazard Reduction Activity and a Lead Hazard Evaluation Report will also be provided **(Attachment I)**.

B. Tenants located in properties that will receive housing rehabilitation will be provided a notice outlining their relocation rights and benefits **(Attachment E)**.

4.0. THE PROGRAM LOAN

4.1. MAXIMUM AMOUNT OF PROGRAM ASSISTANCE

An eligible homeowner may qualify for the full cost of rehabilitation/reconstruction work needed to comply with State and local codes and ordinances. Maximum assistance shall not exceed the Sponsor's County HOME Per-Unit Subsidy Limits at http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml.

See Attachment C for current limits. For CDBG-funded programs, the maximum assistance for rehabilitation/reconstruction will not exceed $320,000.

Maximum assistance per unit is established by the most current CalHome NOFA. Current CalHome limits are $100,000 for housing rehabilitation, and $150,000 for reconstruction projects.

4.2. AFFORDABILITY PARAMETERS FOR HOMEOWNERS

A. Total indebtedness against property shall not exceed 100 percent of after-rehabilitation value as determined by "Estimates of value" or an appraisal, for CDBG or HOME projects. The exception for HOME loans is per HOME Management Memorandum 13-01 at http://www.hcd.ca.gov/grants-funding/active-funding/home.shtml#memos wherein the entire HOME assistance amount is granted rather than loaned, due to a lack of any after-rehabilitation equity based on existing loans on the property. An estimate of after-rehab value will be made prior to making a commitment of funds using the method outlined in Section 4.5. Note: This does not apply to CalHome projects.

B. HOME-funded units' after-rehabilitation values shall not exceed the HOME Program's Homeownership Value Limits for Sponsor's County as updated by HUD and published on the HCD Website at http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml. **See Attachment C for current limits, which may reflect temporary waivers not published on the HCD Website.**

For CalHome-funded Programs, the maximum after-rehab value of a home shall be set at 100% of the current median sales price of a single family home located in the

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county the CalHome Program is serving, which is established by comparable sales or information provided by the California Real Estate Association. https://www.car.org/en/marketdata/data/countysalesactivity

C. Total indebtedness against property shall not exceed 105 percent of the after-rehabilitation value as determined by an appraisal for CalHome projects. An estimate of After-Rehab Value will be made prior to making a commitment of funds using the method outlined in Section 4.5. Note: This does not apply to HOME or CDBG projects.

D. Costs may be supplemented with personal financing, or with other loan or grant programs, which are sources of leverage for the Sponsor.

E. Any bid within 10% of the Program Operator's estimate may be selected, otherwise an explanation must be provided to the file for a bid selected exceeding 10% of the estimate.

4.3. RATES AND TERMS

4.3.1. OWNER-OCCUPANTS

A. Homeowners are eligible for Deferred Payment Loans (DPL), at zero interest, evidenced by a Promissory Note and secured by a Deed of Trust, with no payback required for 30 years unless the borrower sells or transfers title or discontinues residence in the dwelling. Payments may be made voluntarily on a DPL. **Note: If it is determined by the Sponsor that repayment of a CalHome or CDBG Program loan at the maturity date causes a hardship to the homeowner, the Sponsor may opt the following**:

1. Amend the note and deed of trust to defer repayment of the amount due at maturity, that is balance of the original principal plus the accrued interest, for up to an additional 30 years (at 0% additional interest). This may be offered one time;

2. Convert the debt at loan maturity; that is the balance of the original principal plus any accrued interest, to an amortized loan, repayable in 15 years at 0% additional interest.

B. If the homeowner dies, and if the heir(s) to the property live(s) in the house and is/are income eligible, the heir(s) may be permitted, upon approval of the Sponsor, to assume the loan at the rate and terms the heir(s) qualifies for under current participation guidelines. **Note: CalHome loans are not assumable.**

C. If the homeowner dies and the heir(s) is/are not income eligible, the loan becomes all due and payable.

D. If a homeowner converts the rehabilitated property to any residential-rental, commercial or non-residential use, the loan becomes all due and payable, unless they meet requirements outlined in Section 2.3.2.

E. As specified in the Rehabilitation Loan Agreement, all applicants who participate in the Program must maintain the property at post-rehabilitation conditions for the term of the loan. Should the property not be maintained accordingly, the loan shall be considered in

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default and becomes all due and payable, and if necessary, foreclosure proceedings will be initiated. A method of inspection will be established by the Sponsor.

F. For CalHome, loans are not assumable. The following transfers of interest shall not require the repayment of the CalHome Program loan:

1) transfer to a surviving joint tenant by devise, descent, or operation of law on the death of a joint tenant;

2) a transfer in which the transferee is a person who occupies or will occupy the property, which is:

(i) a transfer where the spouse becomes an owner of the property;

(ii) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement by which the spouse becomes an owner of the property; or

(iii) a transfer into an inter vivos trust in which the Borrower is and remains the beneficiary and occupant of the property.

4.4. GRANTS

A. CDBG-funded programs may provide grants as follows:

1. A grant of up to $60,000 is available for any one of the following qualifying factors:

a) Senior Citizen - at least 62 years old**;** or

b) Handicapped – for only handicap modifications to a house with one or more physically handicapped occupants who would function more independently if such modifications were installed**;** or

c) Lowest Targeted Income Group – with gross annual income less than 50 percent of County median income**;** or

d) Equity maintenance – if financing rehabilitation entirely with a loan would cause indebtedness to exceed 100% of after-rehabilitation value; or

e) Curb, gutter and sidewalk – when curb, gutter and/or sidewalk are required by City code; or

f) Building permit, school fees, appraisals, property report/title insurance, building permits, termite report, land survey, grading plans, recording fees and/or flood insurance; or

g) Emergencies – failure of a major household component that would require the participant to live without basic plumbing, electrical, heating, cooling, or security. (These funds are not for use during a normal rehabilitation, they are for true emergency situations, such as a failed sewer line or water heater, blown electrical panel, etc.)

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2. Grants of up to $10,000 are available for Fire Sprinkler installation and associated costs – for reconstruction projects, as required by CCR, Title 24, Part 2.5 of the 2010 California Residential Code.

3. Grants are available for the repair, replacement, or abandonment of domestic water wells and/or associated costs (such as water pump lowering) based on invoices from contracted well drillers and/or water pump installers. The Program Operator must approve a total cost estimate from a contracted well driller and/or water pump installer prior to financing approval to ensure cost reasonableness.

4. Grants of up to $7,500 are available for Asbestos containment and/or removal.

B. HOME and CDBG provide grants for all actual costs of lead-based paint evaluation and reduction activities.

C. HOME and CDBG provide grants for relocation assistance. See Relocation Assistance Plan, **Attachment E**.

1. Owner-Occupant – Limit of $5,000.

2. Residential Tenant – Assistance will be provided at the level necessary to comply with the Uniform Relocation Act (URA) and Section 104(d) of the Housing and Community Development Act of 1974. **Note: HOME funds cannot be used for tenant-occupied units.**

D. HOME-funded projects include grants, if necessary, to cover the costs of financing in excess of available equity. Available equity will be determined by subtracting the current total indebtedness from the after-rehabilitation value. Grants provided may be up to 25 percent of the applicable HUD Per-Unit Subsidy Limits established pursuant to 24 CFR 92.250 (a). This grant amount is in addition to any grant funds provided pursuant to Section 4.4.B. and 4.4.C.

E. **Grants are not available in CalHome-funded programs**.

4.5. APPRAISAL

A. The After-Rehab Value for rehabilitation projects is determined using the "Estimates of value" method. The Sponsor or Program Operator determines estimates of value based on the sale prices of at least three (3) comparable properties, sold within the last six months (within one year of the assistance date, which is the date the promissory note is signed), and located within one mile of the subject property. The participants' file will include the estimate of value and document the basis for the value estimates. The purpose of the "Estimates of value" is to determine that the After-Rehabilitation Value Limit of the housing unit will not exceed the permitted amount per HCD Program regulations **(See Attachment C)**. If three comparable properties cannot be found, or if there is any question regarding the After-Rehab Value, the ARV will be determined by a licensed appraiser, as described in Section 4.5.B. below.

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B. A licensed appraiser determines the After-Rehab Value for rehabilitation projects, when the "Estimates of value" method cannot be used. For rehabilitation projects the appraiser determines the value of the unit with the rehabilitation building plans and specifications included. For HOME only, the cost of the appraisal will be paid by the Sponsor, not by the homeowner. The purpose of the appraisal is to determine that the after-rehabilitation value of the housing unit will not exceed the permitted amount per HCD Program regulations **(See Attachment C),** and that the combined loans will not exceed the maximum combined loan-to-value limit, as described in Section 4.2.A above.

C. The After-Rehab Value for reconstruction projects is determined by a licensed appraiser. The After-Rehab Value for reconstruction projects is determined by an appraisal completed off the building plans and specifications for the new home. For HOME only, the cost of the appraisal will be paid by the Sponsor, not by the homeowner. The purpose of the appraisal is to determine that the After-Rehabilitation Value Limit of the housing unit will not exceed the permitted amount per HCD Program regulations **(See Attachment C)**.

4.6. INSURANCE

4.6.1. FIRE INSURANCE

The homeowner shall maintain fire insurance on the property for the duration of the Program loan(s). This insurance must be an amount adequate to cover all encumbrances on the property. The insurer must identify the Sponsor as Loss Payee for the amount of the Program loan(s). Evidence of this shall be provided to the Sponsor.

In the event the applicant fails to make the fire insurance premium payments in a timely fashion, the Sponsor at its option, may make such payments for a period not to exceed 60 days. The Sponsor may, in its discretion and upon the showing of special circumstances, make such premium payments for a longer period of time. Should the Sponsor make any payments, it may, in its sole discretion, add such payments to the principal amount that the applicant is obligated to repay the Sponsor under this Program. The premium may be paid by the Program loan for one year. **Note: HOME and CDBG funds cannot be used to pay insurance cost beyond those identified as initial loan costs**. **Note: CalHome funds can not be used to pay insurance at any time.**

4.6.2. FLOOD INSURANCE

For homes in a 100-year flood zone, the owner is required to maintain flood insurance in an amount adequate to secure the Program loan and all other encumbrances. This policy must designate the Sponsor as Loss Payee and a binder shall be provided to the Sponsor and maintained in the borrowers file. The premium may be paid by the Program loan for one year. **Note: HOME funds cannot be used to pay insurance cost beyond those identified as initial loan costs**. **Note: CalHome funds can not be used to pay insurance at any time.**

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4.7. LOAN SECURITY

A. Loan security for all owner-occupied rehabilitation stick-built homes will be secured by the real property and improvements, and will also include a Deed of Trust, Promissory Note and Loan Agreement in favor of the Sponsor.

B. A manufactured home in a mobile home park or on leased land that is not on a permanent foundation will be secured by an HCD 480.7 or an HCD 484 Statement of Lien, and will also include a Promissory Note and Loan Agreement.

C. Entering a subordinate lien is acceptable. However, the Sponsor will not subordinate a first lien position once established.

5.0. PROGRAM LOAN SERVICNG AND MAINTENANCE

5.1. PAYMENTS ARE VOLUNTARY

Borrowers may begin making voluntary payments at any time.

5.2. RECEIVING LOAN REPAYMENTS

A. Program loan payments will be made to:

County of Mariposa
5088 Bullion Street
Mariposa, CA 95338

B. The Sponsor will be the receiver of loan payments or recapture funds and will maintain a financial record-keeping system to record payments and file statements on payment status. Payments shall be deposited and accounted for in the Sponsor's appropriate Program Income Account, as required by all three HCD programs. The Program Sponsor will accept loan payments from borrowers prepaying deferred loans, from borrowers making payments in full upon sale or transfer of the property, and homeowners of tenant-occupied units. All loan payments are payable to the Sponsor. The Sponsor may at its discretion, enter into an agreement with a third party to collect and distribute payments and/or complete all loan servicing aspects of the Program.

5.3. LOAN SERVICING POLICIES AND PROCEDURES

See **Attachment F** for local loan servicing policies and procedures. While the attached policy outlines a system that can accommodate a crisis that restricts borrower repayment ability, it should in no way be misunderstood: The loan must be repaid. All legal means to ensure the repayment of a delinquent loan as outlined in the Loan Servicing Policies and Procedures will be pursued.

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5.4. LOAN MONITORING PROCEDURES

Homeowners will be required to submit each of the following to the Sponsor at the time of annual occupancy verification per Attachment F:

- Proof of occupancy in the form of a copy of a current utility bill;
- Statement of unit's continued use as a residence;
- Declaration that other title holders do not reside on the premises;
- Verification that Property Taxes are current; and
- Verification of current required insurance policies.

5.5. DEFAULT AND FORECLOSURE

If an owner defaults on a loan, and foreclosure procedures are instituted, they shall be carried out according to the Program Foreclosure Policy adopted by the Sponsor, and attached to these guidelines as **Attachment G**.

5.6. SUBORDINATIONS

The Sponsor may approve a request to subordinate a loan, in order for the owner to refinance the property, under the following conditions:

A. The lien position of the Sponsor loan will remain the same or be advanced.

B. The new primary loan is no greater than the balance of the loan being refinanced, except the costs of refinancing the loan may be added to the principal balance.

C. The purpose of the new primary loan is to reduce the interest rate being paid and/or reduce the owner's payment.

D. The refinanced loan must have an impound account for taxes and insurances.

E. The refinancing terms must be acceptable to the Sponsor.

F. CDBG allows refinancing with CDBG funds in conjunction with only rehabilitation of the unit.

6.0. CONSTRUCTION

6.1. STANDARDS

A. All repair work will meet Local Building Code standards. At a minimum, health and safety hazards must be eliminated. For CDBG and CalHome the priority will be the elimination of health and safety hazards. Sponsor may also require elimination of code deficiencies. When HOME funds are used for housing

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rehabilitation, the property must meet all applicable current codes, rehabilitation standards, ordinances, and zoning ordinances at the time of project completion. However, if certain components of the house are sound and were built to code prescribed at the time of installation, no repair or alteration will be made to those components. Section 8 Housing Quality Standards may be required on rentals by Sponsor when CDBG funds are used.

B. Contracting Process

1. Contracting will be done on a competitive basis.

2. The homeowner will be the responsible agent, but the Sponsor and/or its Program Operator will prepare the work write-up, prepare and advertise the bid package, and assist the owner in negotiating the construction contract.

3. The Sponsor does not warrant any construction work, or provide insurance coverage.

C. Approved Contractors

1. Contractors are required to be licensed with the State of California, and be active and in good standing with the Contractors' License Board.

2. Contractors will be checked against HUD's list of federally debarred contractors. No award will be granted to a contractor on this list.

3. Contractors must have public liability and property damage insurance, and worker's compensation, unemployment and disability insurance, to the extent required by State law.

4. Contractor must agree to comply with all federal and state regulations.

D. Occupants of units constructed prior to 1978 will receive proper notification of Lead-Based Paint (LBP) hazards as identified in Section 3.3.A. **Note: Units funded solely with CalHome funds are not required to comply with LBP regulations.**

E. Units constructed prior to 1978 will also be inspected according to the following HUD regulations. **Note: Units funded solely with CalHome funds are not required to comply with LBP regulations**. For CDBG-funded programs, please refer to Chapter 20, Lead-Based Paint Requirements for guidance in the CDBG Grant Management Manual.

1. If the total amount of Federal assistance or the total amount of rehabilitation hard cost is up to and including $5,000, the following is required:
   (a) Paint testing or presume LBP;
   (b) Clearance of disturbed work areas; and
   (c) Notifications listed in Section 3.3.A.

2. If the amount of Federal assistance or the total amount of rehabilitation hard cost is more than $5,000 up to and including $25,000, the following is required:
   (a) Paint testing or presume LBP;
   (b) Risk assessment; and

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(c) Clearance of unit.

If LBP hazards are identified, interim controls will be implemented. This level will also require a notice of "Abatement of Lead Hazards Notification" at least five days prior to starting work.

3. If the amount of Federal assistance or the total amount of rehabilitation hard cost is more that $25,000, the following is required:
   (a) Items (a), (b), and (c) of 2. above;
   (b) Abatement of all LBP hazards identified or produced;
   (c) Use of interim controls on exterior surfaces not disrupted by rehab; and all notices listed above in Sections 3.3.A. and 6.1.F.2.

4. All paint tests that result in a negative finding of lead-based paint are exempt from any and all additional requirements. If defective paint surfaces are found, they will be properly treated or abated. A State-certified Inspector/Assessor will perform all paint testing, risk assessments, and clearances. A trained supervisor may oversee interim controls; however, a certified supervisor and workers will perform all abatement.

6.2. ELIGIBLE CONSTRUCTION COSTS

"Rehabilitation" means, in addition to the definition in Section 50096 of the Health and Safety Code, repairs and improvements to a manufactured home necessary to correct any condition causing the home to be substandard pursuant to Section 1704 of Title 25, California Code of Regulations. Rehabilitation also includes room additions to alleviate overcrowding. Rehabilitation also means repairs and improvements where necessary to meet any locally-adopted standards used in local rehabilitation programs. Rehabilitation does not include replacement of personal property.

Rehabilitation includes reconstruction. Federal law and policy allows the use of HOME funds to demolish and reconstruct owner-occupied residential structures. Reconstruction is defined as the demolition and construction of a structure. The Sponsor and/or Program Operator must document that the reconstruction costs are less than the cost to rehabilitate the existing substandard housing. This will be done using the State's CDBG Test for Reconstruction, for projects funded with CDBG funds; or, using the State's HOME Test for Reconstruction, for projects funded with HOME funds.

Additionally, the Sponsor must determine that the project's value after reconstruction (housing and land combined) is less that the HOME Homeownership Value Limits for the Sponsor's jurisdiction (**see Attachment C**).

The residential structure to be reconstructed must be a structure with cooking, eating, sleeping, and sanitation facilities which has been legally occupied as a residence within the preceding 12 months. Fifth wheels or recreational vehicles, for example, are not considered dwellings and therefore are not eligible under this Program.

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Like for like requires that the structure being demolished must be replaced with a like structure (replace manufactured housing with manufactured housing, for example). However, additions may be approved by the HCD Program when required by Codes/Ordinances or to alleviate overcrowding **(see Attachment C).**

Temporary relocation benefits must be planned for and budgeted into the total allowable subsidy for the project, but if required would be in the form of a grant.

Depending on the outcome of the Statutory Worksheet (Environmental test), a reconstructed project may require Authority from the State before funds are committed to the project.

Allowable rehabilitation\reconstruction costs include:

A. Cost of building permits and other related government fees.

B. Cost of architectural, engineering, and other consultant services which are directly related to the rehabilitation of the property.

C. For CDBG and CalHome, costs associated with the repair, replacement, or abandonment of domestic water wells and/or associated costs (such as water pump lowering).

D. Rehabilitation or Replacement of a manufactured home not on a permanent foundation. Rehabilitation of a manufactured home may include the replacement of the unit with a used manufactured home and the cost to repair it, as long as the unit has been occupied and not used as a demonstration model. Should the unit meet the criteria for reconstruction a new manufactured home can be used for replacement and all cost associated with the purchase and transportation can be added to the loan. For CalHome and CDBG, manufactured housing on permanent foundations may be replaced by stick-built structures.

CalHome requires the following for manufactured housing/mobile home to stick-built replacements:
1) Verification that the owner of the mobile home is also the landowner. The registration certificate and a preliminary title report must be submitted with the Borrower summary package. Any past due registration fees must be paid.
2) Provide written justification as to why the mobile home is being replaced and not repaired.
3. Ensure the new structure is “reasonable” for the size of the current household.

E. Owner-occupied rehabilitation activity delivery fees, pursuant to Section 7733(f), as reimbursement to the Sponsor for the actual costs of services rendered to the homeowner that are incidentally but directly related to the rehabilitation work (e.g. planning, engineering, construction management, including inspections and work write-ups).

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F. Rehabilitation will address the following issues in the order listed. Eligible costs are included for each item.

1. Health and Safety Issues

   Eligible costs include, but are not limited to, energy-related improvements, lead-based paint hazard evaluation and reduction activities, improvements for handicapped accessibility, and repair or replacement of major housing systems.

   Per the federal HOME Regulations at 24 CFR Part 92.251(b), Major Systems are:

   - structural support
   - roofing
   - cladding and weatherproofing (e.g., windows, doors, siding, gutters)
   - plumbing
   - electrical
   - heating, ventilation, and air conditioning.

   Upon project completion, each of the major systems must have a remaining useful life for a minimum of five (5) years, so these systems must be rehabilitated or replaced as part of the rehabilitation work in order to achieve this requirement.

   A driveway may be considered part of rehabilitation if it is determined to be a health and safety issue.

2. Code and Regulation Compliance

   Eligible costs include, but are not limited to, additional work required to rehabilitate and modernize a home to bring it into compliance with current building codes and regulations. Painting and weatherization are included.

3. Demolition

   Eligible costs include, but are not limited to, the tear down and disposal of dilapidated structures when they are a part of the reconstruction of an affordable housing unit. If a garage or carport is detached, it may not be rehabilitated but may be demolished, if it is determined to be a health and safety issue.

4. Upgrades

   Eligible costs include additional bedrooms and bathrooms if the need can be demonstrated per HUD's or Sponsor's overcrowding guidelines listed in **Attachment C**. The Program will not fund additions to a home for a den or family room, or for any luxury items.

   The CalHome Program's requirement is that a bedroom or bathroom can be added to omit overcrowding, and this is up to the Recipient to decide what is

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overcrowding.

5. General Property Improvements

   Eligible costs include, but are not limited to: addition or replacement of an oven, stove, dishwasher, or fixture; replacing floor coverings; painting; and repair or installation of fencing.

   All improvements must be physically attached to the property and permanent in nature. Non-code general property improvements (including fencing, landscaping, driveway, etc.) will be *limited to 15 percent* of the rehabilitation loan amount. Any cash contribution by the property owner will be considered a general property improvement and be included in this percentage. Luxury items are not permitted. Items such as stoves and dishwashers that are not built-in may be replaced due only to incipient failure or documented medical condition of the homeowner, and must be of moderate quality.

   For HOME and CalHome, replacement of a refrigerator is not allowed. For CalHome, repair or installation of fencing is not allowed.

6. Rehabilitation Standards

   All repair work related to health and safety conditions will meet Local Building Code standards. The priority will be the elimination of all health and safety hazards and code compliance, which is required for HOME-funded projects.

6.3. ELIGIBLE PROJECT COSTS

Examples of eligible project costs for all administrative expenses related to the paperwork for processing and insuring a loan application are listed below. For HOME, these costs are considered activity delivery costs and may not be charged to the homeowner's loan.

- Appraisal
- Property Report/Title Insurance
- Building Plan
- Termite Report
- Land Survey
- Grading Plan
- Recording Fees
- Fire/Course of Construction Insurance
- Flood Insurance, as applicable (not allowed with CalHome or HOME funds)

Costs are based on charges currently incurred by the Sponsor, or its Program Operator, for these products and/or services. Except for HOME loans, any cost increases charged to the Sponsor/Program Operator for these products and/or services will be passed on to the

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homeowner and included in the loan. All fees are subject to change and are driven by the market.

6.4. REPAIR CALLBACKS

Contractors will comply with State law regarding all labor and material warranties. All labor and material shall meet FHA minimum specifications.

7.0. EXCEPTIONS AND SPECIAL CIRCUMSTANCES

7.1. AMENDMENTS

The Sponsor may make amendments to these Participant Guidelines. Any changes made shall be in accordance with federal and state regulations, shall be approved by the Sponsor's Loan Committee and/or local governing body and submitted to HCD for approval.

7.2. EXCEPTIONS

Any case to which a standard policy or procedure, as stated in the guidelines, does not apply or an applicant treated differently from others of the same class would be an exception.

7.2.1 PROCEDURES FOR EXCEPTIONAL CIRCUMSTANCES

A. The Sponsor or its Program Operator may initiate consideration of an exception and prepare a report. This report shall contain a narrative, including the Sponsor's/Program Operator's recommended course of action and any written or verbal information supplied by the applicant.

B. The Sponsor shall make a determination of the exception based on the recommendation of the Program Operator. The request can be presented to the Sponsor's loan committee and/or governing body for decision.

8.0. DISPUTE RESOLUTION AND APPEALS PROCEDURES

8.1. PROGRAM COMPLAINT AND APPEAL PROCEDURE

Complaints concerning the Sponsor's Rehabilitation Program should be made to the Program Operator first. If unresolved in this manner, the complaint or appeal shall be made in writing and filed with the Sponsor. The Sponsor will then schedule a meeting with the Sponsor's Loan Review Committee. Their written response will be made within thirty (30) working days. If the applicant is not satisfied with the committee's decision, a request for an appeal may be filed with the local governing body. Final appeal may be filed in writing with HCD within one year after denial or the filing of the Project Notice of Completion.

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8.2. GRIEVANCES BETWEEN PARTICIPANTS AND CONSTRUCTION CONTRACTOR

Contracts signed by the contractor and the participant include the following clause, which provides a procedure for resolution of grievances:

> Any controversy arising out of or relating to this Contract, or the breach thereof, shall be submitted to binding arbitration in accordance with the provisions of the California Arbitration Law, Code of Civil Procedure 1280 et seq., and the Rules of the American Arbitration Association. The arbitrator shall have the final authority to order work performed, to order the payment from one party to another, and to order who shall bear the costs of arbitration. Costs to initiate arbitration shall be paid by the party seeking arbitration. Notwithstanding, the party prevailing in any arbitration proceeding shall be entitled to recover from the other all attorney's fees and costs of arbitration.

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ATTACHMENT A

24 CFR Part 5 ANNUAL INCOME INCLUSIONS AND EXCLUSIONS

24 CFR Part 5 Annual Income Inclusions

§5.609 Annual income.

(a) *Annual income* means all amounts, monetary or not, which:

(1) Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or

(2) Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and

(3) Which are not specifically excluded in paragraph (c) of this section.

(4) Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

(b) Annual income includes, but is not limited to:

(1) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;

(2) The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;

(3) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (b)(2) of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of $5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;

(4) The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except as provided in paragraph (c)(14) of this section);

(5) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided in paragraph (c)(3) of this section);

(6) *Welfare assistance payments.*

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(i) Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments:

(A) Qualify as assistance under the TANF program definition at 45 CFR 260.31; and

(B) Are not otherwise excluded under paragraph (c) of this section.

(ii) If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:

(A) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus

(B) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.

(7) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling;

(8) All regular pay, special pay and allowances of a member of the Armed Forces (except as provided in paragraph (c)(7) of this section).

(9) For section 8 programs only and as provided in 24 CFR 5.612, any financial assistance, in excess of amounts received for tuition and any other required fees and charges, that an individual receives under the Higher Education Act of 1965 (20 U.S.C. 1001 *et seq.*), from private sources, or from an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall be considered income to that individual, except that financial assistance described in this paragraph is not considered annual income for persons over the age of 23 with dependent children. For purposes of this paragraph, “financial assistance” does not include loan proceeds for the purpose of determining income.

24 CFR Part 5 Annual Income Exclusions

(c) Annual income does not include the following:

(1) Income from employment of children (including foster children) under the age of 18 years;

(2) Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);

(3) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in paragraph (b)(5) of this section);

(4) Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;

Attachment: Single Family Housing Rehabilitation Assistance Programs (RES-2022-656 : Adopt Housing Rehabilitation Program Guildelines)

(5) Income of a live-in aide, as defined in §5.403;

(6) Subject to paragraph (b)(9) of this section, the full amount of student financial assistance paid directly to the student or to the educational institution;

(7) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;

(8) (i) Amounts received under training programs funded by HUD;

(ii) Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);

(iii) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;

(iv) Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed $200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time;

(v) Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program;

(9) Temporary, nonrecurring or sporadic income (including gifts);

(10) Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;

(11) Earnings in excess of $480 for each full-time student 18 years old or older (excluding the head of household and spouse);

(12) Adoption assistance payments in excess of $480 per adopted child;

(13) [Reserved]

(14) Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts, or any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts.

(15) Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;

Attachment: Single Family Housing Rehabilitation Assistance Programs (RES-2022-656 : Adopt Housing Rehabilitation Program Guildelines)

(16) Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or

(17) Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply. A notice will be published in the FEDERAL REGISTER and distributed to PHAs and housing owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary. [See https://www.federalregister.gov/documents/2014/05/20/2014-11688/federally-mandated-exclusions-from-income-updated-listing for most recent notice]

(d) *Annualization of income.* If it is not feasible to anticipate a level of income over a 12-month period (*e.g.,* seasonal or cyclic income), or the PHA believes that past income is the best available indicator of expected future income, the PHA may annualize the income anticipated for a shorter period, subject to a redetermination at the end of the shorter period.

Attachment: Single Family Housing Rehabilitation Assistance Programs (RES-2022-656 : Adopt Housing Rehabilitation Program Guildelines)

ATTACHMENT A-1

Title 25 Section 6914 Gross Income Inclusions – For CalHome activities

"Gross income" shall mean the anticipated income of a person or family for the twelve-month period following the date of determination of income.

"Income" shall consist of the following:

(a) Except as provided in subdivision (b), "Exclusions", all payments from all sources received by the family head (even if temporarily absent) and each additional member of the family household who is not a minor shall be included in the annual income of a family. Income shall include, but not be limited to:

(1) The gross amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses;

(2) The net income from operation of a business or profession or from rental or real or personal property (for this purpose, expenditures for business expansion or amortization of capital indebtedness shall not be deducted to determine the net income from a business);

(3) Interest and dividends;

(4) The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts;

(5) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay;

(6) Public Assistance. If the public assistance payment includes any amount specifically designated for shelter and utilities which is subject to adjustment by the public assistance agency in accordance with the actual cost of shelter and utilities, the amount of public assistance income to be included as income shall consist of:

(A) The amount of the allowance or grant exclusive of the amount specifically designated for shelter and utilities, plus

(B) The maximum amount which the public assistance agency could in fact allow for the family for shelter and utilities,

(7) Periodic and determinable allowances such as alimony and child support payments, and regular contributions or gifts from persons not residing in the dwelling;

All regular pay, special pay and allowances of a member of the Armed Forces (whether or not living in the dwelling) who is head of the family or spouse.

Attachment: Single Family Housing Rehabilitation Assistance Programs (RES-2022-656 : Adopt Housing Rehabilitation Program Guildelines)

PART 5 ANNUAL INCOME NET FAMILY ASSET INCLUSIONS AND EXCLUSIONS

This table presents the Part 5 asset inclusions and exclusions as stated in the HUD Technical Guide for Determining Income and Allowances for HOME Program (Third Edition; January 2005).

Statements from 24 CFR Part 5 – Last Modified: January 2005

Inclusions

1. Cash held in savings accounts, checking accounts, safe deposit boxes, homes, etc. For savings accounts, use the current balance. For checking accounts, use the average 6-month balance. Assets held in foreign countries are considered assets.
2. Cash value of revocable trusts available to the applicant.
3. Equity in rental property or other capital investments. Equity is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and all reasonable costs (e.g., broker fees) that would be incurred in selling the asset. Under HOME, equity in the family's primary residence is not considered in the calculation of assets for owner-occupied rehabilitation projects.
4. Cash value of stocks, bonds, Treasury bills, certificates of deposit and money market accounts.
5. Individual retirement, 401(K), and Keogh accounts (even though withdrawal would result in a penalty).
6. Retirement and pension funds.
7. Cash value of life insurance policies available to the individual before death (e.g., surrender value of a whole life or universal life policy).
8. Personal property held as an investment such as gems, jewelry, coin collections, antique cars, etc.
9. Lump sum or one-time receipts, such as inheritances, capital gains, lottery winnings, victim's restitution, insurance settlements and other amounts not intended as periodic payments.
10. Mortgages or deeds of trust held by an applicant.

Exclusions

1. Necessary personal property, except as noted in number 8 of Inclusions, such as clothing, furniture, cars and vehicles specially equipped for persons with disabilities.
2. Interest in Indian trust lands.
3. Assets not effectively owned by the applicant. That is, when assets are held in an individual's name, but the assets and any income they earn accrue to the benefit of someone else who is not a member of the household and that other person is responsible for income taxes incurred on income generated by the asset.
4. Equity in cooperatives in which the family lives.
5. Assets not accessible to and that provide no income for the applicant.
6. Term life insurance policies (i.e., where there is no cash value).
7. Assets that are part of an active business. "Business" does not include rental of properties that are held as an investment and not a main occupation.

Attachment: Single Family Housing Rehabilitation Assistance Programs (RES-2022-656 : Adopt Housing Rehabilitation Program Guildelines)

ATTACHMENT B-1

Title 25 Section 6914 Gross Income Inclusions – For CalHome activities

(b) The following items shall not be considered as income:

(1) Casual, sporadic or irregular gift items;

(2) Amounts which are specifically for or in reimbursement of the cost of medical expenses;

(3) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses;

(4) Amounts of educational scholarships paid directly to the student or to the educational institution, and amounts paid by the government to a veteran for use in meeting the costs of tuition, fees, books and equipment. Any amounts of such scholarships, or payments to veterans not used for the above purposes of which are available for a subsistence are to be included in income;

(5) The special pay to a serviceman head of a family away from home and exposed to hostile fire;

(6) Relocation payments made pursuant to federal, state, or local relocation law;

(7) Foster child care payments;

(8) The value of coupon allotments for the purchase of food pursuant to the Food Stamp Act of 1964 which is an excess of the amount actually charged the eligible household;

(9) Payments received pursuant to participation of the following volunteer programs under the ACTION Agency:

(A) National Volunteer Antipoverty Programs which include VISTA, Service Learning Programs and Special Volunteer Programs.

(B) National Older American Volunteer Program for persons aged 60 and over which include Retired Senior Volunteer Programs, Foster Grandparent Program, older American Community Services Program, and National Volunteer Program to Assist Small Business Experience, Service Corps of Retired Executive (SCORE) and Active Corps of Executives (ACE).

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ATTACHMENT C

HOME PROGRAM HOMEOWNERSHIP VALUE LIMITS FOR MARIPOSA COUNTY
(HOME Value Limits as of 06/1/2021)

MARIPOSA COUNTY	One-Family
$261,000	$304,000

CALHOME MAXIMUM SALES PRICE / VALUE LIMIT

1 as established by comparable sales or information provided by the California Real Estate Association. https://www.car.org/en/marketdata/data/countysalesactivity

HOME PER-UNIT SUBSIDY LIMITS FOR MARIPOSA COUNTY
(Limits are effective 9-9-2021)

O-BDR	1-BDR	2-BDR	3-BDR	4-BDR
$153,314	$175,752	$213,718	$276, 482	$303,490

CALHOME SUBSIDY LIMIT (as of 09/01/2021 NOFA)

Maximum assistance per unit is established by the most current CalHome NOFA. Current limits are $100,000 for housing rehabilitation, and $150,000 for reconstruction projects.

HOME PROGRAM HOUSEHOLD INCOME LIMITS FOR MARIPOSA COUNTY*
(Limits are effective 06/1/2021)

	Number of Persons in Household							
	1	2	3	4	5	6	7	8
80% of AMI	$39,050	$44,600	$50,200	$55,750	$60,250	$64,700	$69,150	$73,600

HCD 2021 INCOME LIMITS FOR CALHOME ADJUSTED FOR FAMILY SIZE FOR MARIPOSA COUNTY

Income Level	Household Size							
	1	2	3	4	5	6	7	8
80%	$39,150	$44,750	$50,350	$55,900	$60,400	$64,850	$69,350	$73,800

Sponsor will insert the limits for the county in which the Program is located, and will update the income limits annually as HCD provides new information. The link to the official, HCD-maintained Value, Subsidy, and Income limits is: http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml for HOME and CDBG limits, choose "State CDBG and HOME Income, Value and Rent Limits"; for CalHome income limits, choose "Official State Income Limits").

Attachment: Single Family Housing Rehabilitation Assistance Programs (RES-2022-656 : Adopt Housing Rehabilitation Program Guildelines)

SPONSOR STANDARDS FOR BEDROOM AND BATHROOM ADDITIONS TO ALLEVIATE OVERCROWDING

Maximum No. of Persons in the Household	Number of Bedrooms	Number of Bathrooms
1	SRO	1
1	0-BR	1
2	1-BR	1
4	2-BR	2
6	3-BR	2
8	4-BR	3
10	5-BR	3
12	6-BR	4

- Opposite sex children under 6 years of age may share a bedroom, up to 2 children per bedroom.
- Opposite-sex children 6 years of age and older may have their own bedroom.
- Children shall be permitted a separate bedroom from their parents.
- Same-sex children of any age may share a bedroom, up to 2 children per bedroom.
- Adults not in a partner relationship may have their own bedroom.
- **4** or more people – a second bathroom may be added.
- **8** or more people – a third bathroom may be added.
- Same rules apply to mobile home units.

The chart above is used as a guide to overcrowding.

Attachment: Single Family Housing Rehabilitation Assistance Programs (RES-2022-656 : Adopt Housing Rehabilitation Program Guildelines)

ATTACHMENT D

HOUSING REHABILITATION MARKETING PLAN

SUMMARY

The Sponsor will continue its efforts to market the Housing Rehabilitation Program in a manner that will reach all community members.

All marketing related to the Housing Rehabilitation Program is publicized in both English and Spanish. All marketing materials include information identifying the Sponsor's commitment to fair housing laws and affirmative marketing policy, and are widely distributed. Equal opportunity is emphasized in written materials and oral presentations. A record is maintained by the Sponsor identifying what marketing materials are used, and when and where they are distributed.

Forms of marketing may include fliers, brochures, newspaper ads, articles and public service announcements. Fliers and brochures are distributed at local government buildings, other public buildings and through the mail, as well as to businesses that assist those not likely to apply without special outreach. Advertisements and articles are published in newspapers that are widely circulated within the community.

Established working relationships with local lending agencies also aid in informing the public by facilitating the distribution of informational fliers to households seeking financial assistance for repairs that are unable to obtain conventional financing.

Informational meetings are offered to potential participants to explain Program requirements. Often, minimal formal outreach efforts are required as the need for assistance generally exceeds funds available. However, marketing measures are actively performed in order to maintain a healthy interest list.

Characteristics on all applicants and participants are collected and compared with the Sponsor's demographics. Should the Sponsor find that there are underserved segments of the population, a plan to better serve them will be developed and implemented.

MARKETING FORMS

- Fliers
- Brochures
- Newspaper Ads and Articles
- Public Service Announcements
- Public Informational Meetings

MARKETING VENUES

- Local Government Buildings
- Local Public Services Buildings
- Private Businesses
- Lending Agencies
- Real Estate Offices
- Newspaper
- Radio
- Mail

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Attachment: Single Family Housing Rehabilitation Assistance Programs (RES-2022-656 : Adopt Housing Rehabilitation Program Guildelines)

ATTACHMENT E

RESIDENTIAL ANTI-DISPLACEMENT AND TEMPORARY RELOCATION PLAN
Version 2

The Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act of 1990, require all grantees of Community Development Block Grant (CDBG) funds or Home Investment Partnership (HOME) funds to follow a written Residential Anti-displacement and Relocation Assistance Plan (Plan) for any activities which could lead to displacement of occupants whose property is receiving funds from these or other federal funding source. Having been developed in response to both aforesaid federal legislations, this Plan is intended to inform the public of the compliance of the COUNTY OF MARIPOSA (Sponsor) with the requirements of federal regulations 24 CFR 570.606 under state recipient requirements and Section 104(d) of the Housing and Community Development Act of 1974 and 24 CFR 92 of the HOME federal regulations. The Plan will outline reasonable steps, which the Sponsor will take to minimize displacement and ensure compliance with all applicable federal and state relocation requirements. The Sponsor's governing body has adopted this plan via a formal resolution.

This Plan will affect rehabilitation activities funded by the U.S. Department of Housing and Urban Development (HUD) under the following program titles: HOME, CDBG, Urban Development Action Grant (UDAG), Special Purpose Grants, Section 108 Loan Guarantee Program, and such other grants as HUD may designate as applicable, which take place with in the Sponsor's jurisdiction limits.

The Sponsor will provide permanent relocation benefits to all eligible "displaced" households either owner-occupied or renter-occupied units which are permanently displaced by the housing rehabilitation program **(See Section E below.)**. In addition, the Sponsor will replace all eligible occupied and vacant occupiable low-income group dwelling units demolished or converted to a use other than low income group housing as a direct result of rehabilitation activities. This applies to all units assisted with funds provided under the Housing and Community Development Act of 1974, as amended, and as described in the Federal Regulations 24 CFR 570.496(a), Relocation, Displacement and Acquisition: Final Rule dated July 18, 1990 (Section 104(d)) and 49 CFR Part 24, Uniform Relocation Assistance (URA) and Real Property Acquisition Regulations Final Rule and Notice (URA) dated March 2, 1989.

All Sponsor programs/projects will be implemented in ways consistent with the Sponsor's commitment to Fair Housing. Participants will not be discriminated against on the basis of race, color, religion, age, ancestry, national origin, sex, familial status, or handicap. The Sponsor will provide equal relocation assistance available 1) to each targeted income group household displaced by the demolition or rehabilitation of housing or by the conversion of a targeted income group dwelling to another use as a direct result of assisted activities; and 2) to each separate class of targeted income group persons temporarily relocated as a direct result of activities funded by HUD programs.

A. Minimizing Permanent Displacement and Temporary Relocation Resulting from Housing Rehabilitation or Reconstruction Activities

Consistent with the goals and objectives of activities assisted under the Act, the Sponsor will take the following steps to minimize the displacement of persons from their homes during housing rehabilitation or reconstruction funded by HUD programs:

1. Provide proper notices with counseling and referral services to all tenants so that they

understand their relocation rights and receive the proper benefits. When necessary assist permanently displaced persons to find alternate housing in the neighborhood.

2. Stage rehabilitation of assisted households to allow owner occupants and/or tenants to remain during minor rehabilitation.

3. Encourage owner investors to temporarily relocate tenants to other available safe and sanitary vacant units on the project site area during the course of rehabilitation or pay expenses on behalf of replaced tenants.

4. Work with area landlords, real estate brokers, and/or hotel/motel managements to locate vacancies for households facing temporary relocation.

5. When necessary, use public funds, such as CDBG funds, to pay moving costs and provide relocation/displacement payments to households permanently displaced by assisted activities.

B. Lead Based Paint Mitigation Which Causes Temporary Relocation:

On September 15, 2000, the Final Rule for Lead Based Paint Hazard Control went into effect. Among other things, it requires that federally-funded rehabilitation must use safe work practices so that occupants and workers can be protected from lead hazards. **At no time should the tenant-occupant(s) be present in work areas or designated adjacent areas while LHC activities are taking place in any dwelling unit interior, common area, or exterior.** As such, occupants may not be allowed to remain in their units during the time that lead-based paint hazards are being created or treated. Once work that causes lead hazards has been completed, and the unit passes clearance, the occupants can return. **The tenant-occupants may not reoccupy a work area or adjacent area until post-lead hazard reduction clearance standards have been achieved and verified with laboratory results.** The final rule allows for certain exceptions: programs:

1. The work will not disturb lead-based paint, or create dust-lead or soil-lead hazard; or

2. The work is on exterior only and openings are sealed to prevent dust from entering the home, the work area is cleaned after the work is completed, and the residents have alternative lead free entry; or

3. The interior work will be completed in one period of less than 8-daytime hours and the work site is contained to prevent the release of dust into other areas of the home; or

4. The interior work will be completed within five (5) calendar days, the work site is contained to prevent the release of dust, the worksite and areas within 10 feet of the worksite are cleaned at the end of each day to remove any visible dust and debris, and the residents have safe access to kitchen and bath and bedrooms.

If temporary relocation benefits are not provided because the Sponsor believes that the project meets one of the above criteria, then proper documentation must be provided in the rehabilitation project file to show compliance. It is up to the Sponsor to ensure that the owner occupant or tenant in the project does not get impacted by lead paint mitigation efforts. In most cases where lead paint mitigation is taking place, occupants (tenants or owners) will be strongly encouraged to relocate even for just a few days until a final lead clearance can be issued by a certified lead based paint assessor. Occupants who are temporarily relocated because of lead based paint mitigation are entitled to the

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same relocation benefits as those who are relocated because of substantial rehabilitation or reconstruction activities.

C. Temporary Relocation of Owner Occupants:

Owner occupants are not allowed to stay in units which are hazardous environments during lead based paint mitigation. When their home is having lead based paint mitigation work done which will not make it safe to live in, then they are eligible for temporary relocation benefits up to $5,000, which will be provided as a grant. In the same way, a unit requiring substantial rehabilitation (with or without lead based paint mitigation) which will not allow the family to access a bath or kitchen facility, or if the unit is being demolished and reconstructed, then the family will be eligible for temporary relocation benefits up to $5,000, which will be provided as a grant. In no case shall the grant for temporary relocation exceed $5,000 for any one owner occupant.

Owner occupants will be encouraged to move in with family or friends during the course of rehabilitation, since they are voluntarily participating in the Program. The housing rehabilitation loan specialist and/or the rehabilitation construction specialist will complete a temporary relocation benefits form **(See Appendix C)** to document that the owner occupant understands that they must relocate during the course of construction and what benefits they wish to be reimbursed for as part of their relocation.

D. Temporary Relocation of Residential Tenants:

If continued occupancy during rehabilitation is judged to constitute a substantial danger to health and safety of the tenant or the public, or is otherwise undesirable because of the nature of the project, the tenant may be required to relocate temporarily. The contract administrator or rehabilitation specialist will make determination of the need for temporary relocation. The temporary relocation period will not exceed 180 days. All conditions of temporary relocation will be reasonable. Any tenant required to relocate temporarily will be helped to find another place to live which is safe, sanitary and of comparable value and they have the first right to move back into the original unit being rehabilitated at the same rent or lower. He or she may move in with family and friends and still receive full or partial temporary assistance based on eligible cost incurred. The housing rehabilitation loan specialist and/or the rehabilitation specialist will ensure that each tenant-occupied unit under the Program will receive a General Information Notice (GIN) (as soon as possible after a loan application is received) and the tenant will receive a Notice of Non-displacement (after loan approval), and each tenant-occupied unit will have a temporary relocation benefits form completed for them. **(See Appendix C).** These notices will document that each tenant understands what their relocation rights are, and if they must relocate during the course of construction, that they receive the proper counseling and temporary relocation benefits.

A tenant receiving temporary relocation shall receive the following:

1. Increased housing costs (e.g. rent increase, security deposits) and

2. Payment for moving and related expenses, as follows:

   a. Transportation of the displaced persons and personal property within 50 miles, unless the grantee determines that farther relocation is justified;

   b. Packing, crating, unpacking, and uncrating of personal property;

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c. Storage of personal property, not to exceed 12 months, unless the grantee determines that a longer period is necessary;

d. Disconnection, dismantling, removing, reassembling, and reinstalling relocated household appliances and other personal property;

e. Insurance for the replacement value of personal property in connection with the move and necessary storage;

f. The replacement value of property lost, stolen or damaged in the process of moving (not through the fault of the displaced person, his or her agent, or employee) where insurance covering such loss, theft or damage is not reasonably available;

g. Reasonable and necessary costs of security deposits required to rent the replacement dwelling;

h. Any costs of credit checks required to rent the replacement dwelling;

i. Other moving related expenses as the grantee determines to be reasonable and necessary, except the following ineligible expenses:
   1) Interest on a loan to cover moving expenses; or
   2) Personal injury; or
   3) Any legal fee or other cost for preparing a claim for a relocation payment or for representing the claimant before the Grantee; or
   4) Costs for storage of personal property on real property already owned or leased by the displaced person before the initiation of negotiations.

E. Rehabilitation Activities Requiring Permanent Displacement

The Sponsor's rehabilitation program will not typically trigger permanent displacement and permanent displacement activities fall outside of the scope of this plan. If a case of permanent displacement is encountered, then the staff responsible for the rehabilitation program will consult with Sponsor's legal counsel to decide if they have the capacity to conduct the permanent displacement activity. If local staff does not have the capacity, then a professional relocation consultant will be hired to do the counseling and benefit determination and implementation. If local staff does wish to do the permanent displacement activity then they will consult and follow the HUD Relocation Handbook 1378.

F. Rehabilitation Which Triggers Replacement Housing

If the Sponsor's rehabilitation program assists a property where one or more units are eliminated then under Section 104 (d) of the Housing and Community Act of 1974, as amended applies and the Sponsor is required to replace those lost units. An example of this would be a duplex unit which is converted into a single family unit. In all cases where rehabilitation activities will reduce the number of housing units in the jurisdiction, then the Sponsor must document that any lost units are replaced and any occupants of reduced units are given permanent relocation benefits. (This does not apply to reconstruction or replacement housing done under a rehabilitation program where the existing unit(s) is demolished and replaced with a structure equal in size without in loss number of units or bedrooms.)

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Replacement housing will be provided within three years after the commencement of the demolition or conversion. Before entering into a contract committing the Sponsor to provide funds for an activity that will directly result in such demolition or conversion, the Sponsor will make this activity public (through a noticed public hearing and/or publication in a newspaper of general circulation) and submit to the California Department of Housing and Community Development or the appropriate federal authority the following information in writing:

1. A description of the proposed assisted activity;

2. The location on a map and the approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as targeted income group dwelling units as a direct result of the assisted activity;

3. A time schedule for the commencement and completion of the demolition or conversion;

4. The location on a map and the approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units;

5. The source of funding and a time schedule for the provision of the replacement dwelling units;

6. The basis for concluding that each replacement dwelling unit will remain a targeted income group dwelling unit for at least 10 years from the date of initial occupancy; and,

7. Information demonstrating that any proposed replacement of dwelling units with smaller dwelling units (e.g., a two-bedroom unit with two one-bedroom units) is consistent with the housing needs of targeted income group households in the jurisdiction.

The Program Operator for the Sponsor is responsible for tracking the replacement of housing and ensuring that it is provided within the required period. The Sponsor is responsible for ensuring requirements are met for notification and provision of relocation assistance, as described in Section 570.606, to any targeted income group displaced by the demolition of any dwelling unit or the conversion of a targeted income group dwelling unit to another use in connection with an assisted activity.

G. Record Keeping and Relocation Disclosures/Notifications

The Sponsor will maintain records of occupants of federally-funded rehabilitated, reconstructed or demolished property from the start to completion of the project to demonstrate compliance with section 104(d), URA and applicable program regulations. Each rehabilitation project, which dictates temporary or permanent or replacement activities, will have a project description and documentation of assistance provided. (See sample forms in HUD Relocation Handbook 1378, Chapter 1, Appendix 11, form HUD-40054)

Appropriate advisory services will include reasonable advance written notice of (a) the date and approximate duration of the temporary relocation; (b) the address of the suitable, decent, safe, and sanitary dwelling to be made available for the temporary period; (c) the terms and conditions under which the tenant may lease and occupy a suitable, decent, safe, and sanitary dwelling.

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Notices shall be written in plain, understandable primary language of the persons involved. Persons who are unable to read and understand the notice (e.g. illiterate, foreign language, or impaired vision or other disability) will be provided with appropriate translation/communication. Each notice will indicate the name and telephone number of a person who may be contacted for answers to questions or other needed help. The notices and process below is for only temporary relocation. If permanent relocation is involved then other sets of notice and noticing process and relocation benefits must be applied (See HUD relocation handbook 1378 for those forms and procedures) The Temporary Relocation Advisory Notices to be provided are as follows:

1. General Information Notice: As soon as feasible when an owner investor is applying for Federal financing for rehabilitation, reconstruction, or demolition, the tenant of a housing unit will be mailed or hand delivered a General Information Notice that the project has been proposed and that the tenant will be able to occupy his or her present house upon completion of rehabilitation. The tenant will be informed that the rent after rehabilitation will not exceed current rent or 30 percent of his or her average monthly gross household income. The tenant will be informed that if he or she is required to move temporarily so that the rehabilitation can be completed, suitable housing will be made available and he or she will be reimbursed for all reasonable extra expenses. The tenant will be cautioned that he or she will not be provided relocation assistance if he or she decides to move for personal reasons. **See Appendix A for sample notice to be delivered personally or by certified mail.**

2. Notice of Non Displacement: As soon as feasible when the rehabilitation application has been approved, the tenant will be informed that they will not be permanently displaced and that they are eligible for temporary relocation benefits because of lead based paint mitigation or substantial rehabilitation, or reconstruction of their unit. The tenant will also again be cautioned not to move for personal reasons during rehabilitation, or risk losing relocation assistance. **See Appendix B for sample notice to be delivered personally or by certified mail.**

3. Disclosure to Occupants of Temporary Relocation Benefits: This form is completed to document that the Sponsor is following it's adopted temporary relocation plan for owner occupants and tenants. **See Appendix C for a copy of the disclosure form.**

4. Other Relocation/Displacement Notices: The above three notices are required for temporary relocation. If the Sponsor is attempting to provide permanent displacement benefits then there are a number of other forms which are required. Staff will consult HUD's Relocation Handbook 1378 and ensure that all the proper notices are provided for persons who are permanently displaced as a result of housing rehabilitation activities funded by CDBG or other federal programs.

Attachment: Single Family Housing Rehabilitation Assistance Programs (RES-2022-656 : Adopt Housing Rehabilitation Program Guildelines)

APPENDIX A

Dear _____,

On (date), (property owner) submitted an application to the _____ for financial assistance to rehabilitate the building which you occupy at (address).

This notice is to inform you that, if the assistance is provided and the building is rehabilitated, you will not be displaced. Therefore, we urge you not to move anywhere at this time. (If you do elect to move for reasons of your choice, you will not be provided relocation assistance.)

If the application is approved and Federal assistance is provided for the rehabilitation, you will be able to lease and occupy your present apartment (or another suitable, decent, safe and sanitary apartment in the same building) upon completion of the rehabilitation. Of course, you must comply with standard lease terms and conditions.

After the rehabilitation, your initial rent, including the estimated average monthly utility costs, will not exceed the greater of (a) your current rent/average utility costs, or (b) 30 percent of your gross household income. If you must move temporarily so that the rehabilitation can be completed, suitable housing will be made available to you for the temporary period, and you will be reimbursed for all reasonable extra expenses, including all moving costs and any increase in housing costs.

Again, we urge you not to move. If the project is approved, you can be sure that we will make every effort to accommodate your needs. Because Federal assistance would be involved, you would be protected by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

This letter is important and should be retained. You will be contacted soon. In the meantime, if you have any questions about our plans, please contact (name), (title), at (telephone number), (address)_____.

Sincerely,

(name)
(title)

Attachment: Single Family Housing Rehabilitation Assistance Programs (RES-2022-656 : Adopt Housing Rehabilitation Program Guildelines)

Attachment: Single Family Housing Rehabilitation Assistance Programs (RES-2022-656 : Adopt Housing Rehabilitation Program Guildelines)

APPENDIX B

(date)

Dear _____:

On (date), we notified you that the owner of your building had applied for assistance to make extensive repairs to the building. On (date), the owner's request was approved, and the repairs will begin soon.

This is a notice of non-displacement. You will not be required to move permanently as a result of the rehabilitation. This notice guarantees you the following:

1. You will be able to lease and occupy your present apartment [or another suitable, decent, safe and sanitary apartment in the same building/complex] upon completion of the rehabilitation. Your monthly rent will remain until after construction is completed. If increased after construction is done, your new rent and estimated average utility costs will not exceed local fair market rents for your community. Of course, you must comply with all the other reasonable terms and conditions of your lease.

2. If you must move temporarily so that the repairs can be completed, you will be reimbursed for all of your extra expenses, including the cost of moving to and from the temporarily occupied unit and any additional housing costs. The temporary unit will be decent, safe and sanitary, and all other conditions of the temporary move will be reasonable.

Since you will have the opportunity to occupy a newly rehabilitated apartment, I urge you not to move. (If you do elect to move for your own reasons, you will not receive any relocation assistance.) We will make every effort to accommodate your needs. Because Federal assistance is involved, you are protected by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

If you have any questions, please contact (name), (title), at (phone #), (address). Remember; do not move before we have a chance to discuss your eligibility for assistance. This letter is important to you and should be retained.

Sincerely,

(name and title)

APPENDIX C

DISCLOSURE TO OCCUPANT OF TEMPORARY RELOCATION BENEFITS

Top to be completed at time of loan application submittal or Home Visit

Property Address: _____

__ Rental Unit __Owner-Occupied Unit

The rehabilitation loan specialist working on behalf of the City/County of _____ has explained the temporary relocation services and benefits available under the current rehabilitation program relocation plan.

I/we have been advised that the City/County of _____ rehabilitation construction specialist will inform me if I need to be temporarily relocated and will to assist me with scheduling any necessary moves and answer any questions about assistance as needed.

Acknowledged:

_____ _____ _____ _____

Occupant Signature Date Occupant Signature Date

Complete this at time of acceptance of Work Write Up with initials by occupant

The rehabilitation construction specialist for the City/County of _____ has explained the Rehabilitation Scope of Work for our house and I/we agree that it will:

____ Not require I/we to be relocated. **(If initialed then STOP here and sign bottom.)**

____ Yes, I/we need to be temporarily relocated. **(Complete rest of form if initialed.)**

Start date and duration of relocation:

____ Starting on or about _____we will move for all or part of the rehabilitation project.

____ Approximate length of temporary relocation: _____Number of days.

For temporary relocation, I/We elect to (check all that apply):

____ Relocate with friends and family.

____ Relocate into a suitable temporary housing unit identified by rehab specialist.

____ Relocate furnishings only into a temporary storage unit.

____ I/We have been told what our relocation benefits are and elect **Not** to be reimbursed for any eligible relocation expenses.

____ I/We have been told what our relocation benefits are and want to be reimbursed for: _____

_____

By signing, occupant(s) acknowledge receipt of copy of this form:

_____ _____ _____ _____

Occupant Signature Date Occupant Signature Date

Attachment: Single Family Housing Rehabilitation Assistance Programs (RES-2022-656 : Adopt Housing Rehabilitation Program Guildelines)

ATTACHMENT F

LOAN SERVICING POLICIES AND PROCEDURES FOR THE COUNTY OF MARIPOSA

The County of Mariposa, hereafter called "Sponsor," has adopted these policies and procedures in order to preserve its financial interest in properties, whose "Borrowers" have been assisted with public funds. The Sponsor will to the greatest extent possible follow these policies and procedures, but each loan will be evaluated and handled on a case-by-case basis. The Sponsor has formulated this document to comply with state and federal regulations regarding the use of these public funds and any property restrictions, which are associated with them.

The policies and procedures are broken down into the follow areas: 1) making required monthly payments or voluntary payments on a loan's principal and interest; 2) required payment of property taxes and insurance; 3) required Request for Notice of Default on all second mortgages; 4) loans with annual occupancy restrictions and certifications 5) required noticing and limitations on any changes in title or use of property; 6) required noticing and process for requesting a subordination during a refinance; 7) processing of foreclosure in case of default on the loan.

1. Loan Repayments:

The Sponsor will collect monthly payments from those borrowers who are obligated to do so under Notes which are amortized promissory notes. Late fees will be charged for payments received after the assigned monthly date.

For Notes which are deferred payment loans, the Sponsor must accept voluntary payments on the loan. Loan payments will be credited to principal. The Borrower may repay the loan balance at any time with no penalty.

2. Payment of Property Taxes and Insurance:

As part of keeping the loan from going into default, Borrower must maintain property insurance coverage naming the Sponsor as loss payee. Except for HOME-funded loans, if Borrower fails to maintain the necessary insurance, the Sponsor may take out force placed insurance to cover the property while the Borrower puts a new insurance policy in place. All costs for installing the necessary insurance will be added to the loan balance at time of installation of Borrower's new insurance.

When a property is located in a 100-year floodplain, the Borrower will be required to carry the necessary flood insurance. A certificate of insurance for flood and for standard property insurance naming the Sponsor as a lender loss payee will be required at close of escrow. The Sponsor will verify the insurance on an annual basis.

Property taxes must be kept current during the term of the loan. If the Borrower fails to maintain payment of property taxes then the Sponsor may pay the taxes current and add the

Attachment: Single Family Housing Rehabilitation Assistance Programs (RES-2022-656 : Adopt Housing Rehabilitation Program Guildelines)

balance of the tax payment plus any penalties to the balance of the loan (not permissible when funded with HOME). Wherever possible, the Sponsor encourages Borrower to have impound accounts set up with their first mortgagee wherein they pay their taxes and insurance as part of their monthly mortgage payment.

3. Required Request for Notice of Default:

When the Borrower's loan is in second position behind an existing first mortgage, it is the Sponsor's policy to prepare and record a "Request for Notice of Default" for each senior lien in front of Sponsor's loan. This document requires any senior lienholder listed in the notice to notify the Sponsor of initiation of a foreclosure action. The Sponsor will then have time to contact the Borrower and assist them in bringing the first loan current. The Sponsor can also monitor the foreclosure process and go through the necessary analysis to determine if the loan can be made whole or preserved. When the Sponsor is in a third position and receives notification of foreclosure from only one senior lienholder, it is in their best interest to contact any other senior lienholders regarding the status of their loans.

4. Annual Occupancy Restrictions and Certifications:

On owner-occupant loans the Sponsor may require that Borrowers submit utility bills and/or other documentation annually to prove occupancy during the term of the loan. For CDBG, some loans may have income and housing cost evaluations, which require a household to document that they are not able to make repayments, typically every five years. These loan terms are incorporated in the original note and deed of trust. On HOME-funded loans, annual occupancy verification will occur between January 1st and 15th of each year for the term of the loan.

5. Required Noticing and Restrictions on Any Changes of Title or Occupancy:

In all cases where there is a change in title or occupancy or use, the Borrower must notify the Sponsor in writing of any change. Sponsor and Borrower will work together to ensure the property is kept in compliance with the original Program terms and conditions such that it remains available as an affordable home for low income families. These types of changes are typical when Borrowers do estate planning (adding a relative to title) or if a Borrower dies and property is transferred to heirs or when the property is sold or transferred as part of a business transaction. In some cases the Borrower may move and turn the property into a rental unit without notifying the Sponsor. Changes in title or occupancy must be in keeping with the objective of benefit to low-income households (below 80 percent of AMI).

Change from owner-occupant to owner-occupant occurs at a sale. When a new owner-occupant is not low-income, the loan is not assumable and the loan balance is immediately due and payable. If the new owner-occupant qualifies as low-income, the purchaser may either pay the loan in full or assume all loan repayment obligations of the original owner-occupant, subject to the approval of the Sponsor's Loan Committee (depends on the HCD program).

If a transfer of the property occurs through inheritance, the heir (as owner-occupant) may be

Attachment: Single Family Housing Rehabilitation Assistance Programs (RES-2022-656 : Adopt Housing Rehabilitation Program Guildelines)

provided the opportunity to assume the loan at an interest rate based on household size and household income, provided the heir is income eligible. If the heir intends to occupy the property and is not low-income, the balance of the loan is due and payable. If the heir intends to act as an owner-investor, the balance of the loan may be converted to an owner/investor interest rate and loan term and a rent limitation agreement is signed and recorded on title. All such changes are subject to the review and approval of the Sponsor's Loan Committee.

Change from owner-occupant to owner-investor occurs when an owner-occupant decides to move out and rent the assisted property, or if the property is sold to an investor. If the owner converts any assisted unit from owner-occupied to rental, the loan is due in full.

Conversion to use other than residential use is not allowable where the full use of the property is changed from residential to commercial or other. In some cases, Borrowers may request that the Sponsor allow for a partial conversion where some of the residence is used for a business but the household still resides in the property. Partial conversions can be allowed if it is reviewed and approved by any and all agencies required by local statute. If the use of the property is converted to a fully non-residential use, the loan balance is due and payable.

6. Requests for Subordinations:

When a Borrower wishes to refinance the property, they must request a subordination request to the Sponsor. The Sponsor will subordinate their loan only when there is no "cash out" as part of the refinance. Cash out means there are no additional charges on the transaction above loan and escrow closing fees. There can be no third-party debt payoffs or additional encumbrance on the property above traditional refinance transaction costs. Furthermore, the refinance should lower the housing cost of the household with a lower interest rate and the total indebtedness on the property should not exceed the current market value.

Upon receiving the proper documentation from the refinance lender, the request will be considered by the loan committee for review and approval. Upon approval, the escrow company will provide the proper subordination document for execution and recordation by the Sponsor.

7. Process for Loan Foreclosure:

Upon any condition of loan default: 1) non-payment; 2) lack of insurance or property tax payment; 3) change in title or use without approval; or 4) default on senior loans, the Sponsor will send out a letter to the Borrower notifying them of the default situation. If the default situation continues, the Sponsor may start a formal process of foreclosure.

When a senior lienholder starts a foreclosure process and the Sponsor is notified via a Request for Notice of Default, the Sponsor, who is the junior lienholder, may cancel the foreclosure proceedings by "reinstating" the senior lienholder. The reinstatement amount or payoff amount must be obtained by contacting the senior lienholder. This amount will include all delinquent payments, late charges and fees to date. Sponsor must confer with Borrower to determine if, upon paying the senior lienholder current, the Borrower can provide future payments. If this is the case, then the Sponsor may cure the foreclosure and

Attachment: Single Family Housing Rehabilitation Assistance Programs (RES-2022-656 : Adopt Housing Rehabilitation Program Guildelines)

add the costs to the balance of the loan with a Notice of Additional Advance on the existing note. HOME funds may not be used for this purpose, however.

If the Sponsor determines, based on information on the reinstatement amount and status of Borrower, that bringing the loan current will not preserve the loan, then staff must determine if it is cost effective to protect their position by paying off the senior lienholder in total and restructure the debt such that the unit is made affordable to the Borrower. If the Sponsor does not have sufficient funds to pay the senior lienholder in full, then they may choose to cure the senior lienholder and foreclose on the property themselves. As long as there is sufficient value in the property, the Sponsor can afford to pay for the foreclosure process and pay off the senior lienholder and retain some or all of their investment.

If the Sponsor decides to reinstate, the senior lienholder will accept the amount to reinstate the loan up until five (5) days prior to the set "foreclosure sale date." This "foreclosure sale date" usually occurs about four (4) to six (6) months from the date of recording of the "Notice of Default." If the Sponsor fails to reinstate the senior lienholder before five (5) days prior to the foreclosure sale date, the senior lienholder would then require a full pay off of the balance, plus costs, to cancel foreclosure. If the Sponsor determines the reinstatement and maintenance of the property not to be cost effective and allows the senior lienholder to complete foreclosure, the Sponsor's lien may be eliminated due to insufficient sales proceeds.

Sponsor as Senior Lienholder

When the Sponsor is first position as a senior lienholder, active collection efforts will begin on any loan that is 31 or more days in arrears. Attempts will be made to assist the homeowner in bringing and keeping the loan current. These attempts will be conveyed in an increasingly urgent manner until loan payments have reached 90 days in arrears, at which time the Sponsor may consider foreclosure. Sponsor's staff will consider the following factors before initiating foreclosure:

1) Can the loan be cured and can the rates and terms be adjusted to allow for affordable payments such that foreclosure is not necessary?

2) Can the Borrower refinance with a private lender and pay off the Sponsor?

3) Can the Borrower sell the property and pay off the Sponsor?

4) Does the balance warrant foreclosure? (If the balance is under $5,000, the expense to foreclose may not be worth pursuing.)

5) Will the sales price of home "as is" cover the principal balance owing, necessary advances, (maintain fire insurance, maintain or bring current delinquent property taxes, monthly yard maintenance, periodic inspections of property to prevent vandalism, etc.) foreclosure, and marketing costs?

If the balance is substantial and all of the above factors have been considered, the Sponsor may opt to initiate foreclosure. The Borrower must receive, by certified mail, a thirty-day

Attachment: Single Family Housing Rehabilitation Assistance Programs (RES-2022-656 : Adopt Housing Rehabilitation Program Guildelines)

notification of foreclosure initiation. This notification must include the exact amount of funds to be remitted to the Sponsor to prevent foreclosure (such as, funds to bring a delinquent BMIR current or pay off a DPL).

At the end of thirty days, the Sponsor should contact a reputable foreclosure service or local title company to prepare and record foreclosure documents and make all necessary notifications to the owner and junior lienholders. The service will advise the Sponsor of all required documentation to initiate foreclosure (Note and Deed of Trust usually) and funds required from the owner to cancel foreclosure proceedings. The service will keep the Sponsor informed of the progress of the foreclosure proceedings.

When the process is completed, and the property has "reverted to the beneficiary" at the foreclosure sale, the Sponsor could sell the home themselves under a homebuyer program or use it for an affordable rental property managed by a local housing authority or use it for transitional housing facility or other eligible use. The Sponsor could contract with a local real estate broker to list and sell the home and use those funds for Program income-eligible uses.

Attachment: Single Family Housing Rehabilitation Assistance Programs (RES-2022-656 : Adopt Housing Rehabilitation Program Guildelines)

Attachment: Single Family Housing Rehabilitation Assistance Programs (RES-2022-656 : Adopt Housing Rehabilitation Program Guildelines)

ATTACHMENT G

COUNTY OF MARIPOSA'S FORECLOSURE POLICY

Sponsor As Junior Lienholder

It is the County of Mariposa's (Sponsor's) policy to prepare and record a "Request for Notice" on all junior liens (any lien after the first position) placed on properties financed by a loan.

This document requires any senior lienholder to notify the Sponsor of initiation (recordation of a "Notice of Default") of a foreclosure only. This is to alert the junior lienholder that they are to monitor the foreclosure with the senior lienholder. When the Sponsor is in a third position and receives notification of foreclosure from only one senior lienholder, it would be in their best interest to contact both senior lienholders regarding the status of their loans.

The junior lienholder may cancel the foreclosure proceedings by "reinstating" the senior lienholder. The reinstatement amount must be obtained by contacting the senior lienholder. This amount will include all delinquent payments, late charges, advances (fire insurance premiums, property taxes, property protection costs, etc.), and foreclosure costs (fees for legal counsel, recordings, certified mail, etc.)

Once the Sponsor has the information on the reinstatement amount, staff must then determine if it is cost effective to protect their position by reinstating the senior lienholder, keeping them current by submitting a monthly payment thereafter, foreclosing on the property possibly resulting in owning the property at the end of foreclosure, protecting the property against vandalism, and paying marketing costs (readying the home for marketing, paying for yard maintenance, paying a real estate broker a sales commission).

If the Sponsor decides to reinstate, the senior lienholder will accept the amount to reinstate the loan up until five (5) days prior to the set "foreclosure sale date." This "foreclosure sale date" usually occurs about four (4) to six (6) months from the date of recording of the "Notice of Default." If the Sponsor fails to reinstate the senior lienholder before five (5) days prior to the foreclosure sale date, the senior lienholder would then require a full pay off of the balance, plus costs, to cancel foreclosure. If the Sponsor determines the reinstatement and maintenance of the property not to be cost effective and allows the senior lienholder to complete foreclosure, the Sponsor's lien may be eliminated due to insufficient sales proceeds.

Sponsor As Senior Lienholder

When the Sponsor is in a first position, or the senior lienholder, active collection efforts will begin on any loan that is 31 or more days in arrears. Attempts will be made to assist the homeowner in bringing and keeping the loan current. These attempts will be conveyed in an increasingly urgent manner until loan payments have reached 90 days in arrears, at which time

the Sponsor may consider foreclosure. Sponsor staff will consider the following factors before initiating foreclosure:

- Can the loan be cured (brought current or paid off) by the owner without foreclosure?

- Can the owner refinance with a commercial lender and pay off the Sponsor?

- Can the owner sell the property and pay off the Sponsor?

- Does the balance warrant foreclosure? (If the balance is under $5,000, the expense to foreclose may not be worth pursuing.)

- Will the sales price of home "as is" cover the principal balance owing, necessary advances, (maintain fire insurance, maintain or bring current delinquent property taxes, monthly yard maintenance, periodic inspections of property to prevent vandalism, etc.) foreclosure, and marketing costs?

If the balance is substantial and all of the above factors have been considered, the Sponsor may opt to initiate foreclosure. The owner must receive, by certified mail, a thirty-day notification of foreclosure initiation. This notification must include the exact amount of funds to be remitted to the Sponsor to prevent foreclosure (such as, funds to bring a delinquent BMIR current or pay off a DPL).

At the end of thirty days, the Sponsor should contact a reputable foreclosure service or local title company to prepare and record foreclosure documents and make all necessary notifications to the owner and junior lienholders. The service will advise the Sponsor of all required documentation to initiate foreclosure (Note and Deed of Trust usually) and funds required from the owner to cancel foreclosure proceedings. The service will keep the Sponsor informed of the progress of the foreclosure proceedings. When the process is completed, and the property has "reverted to the beneficiary" at the foreclosure sale, the Sponsor would then contact a real estate broker to market the home.

Attachment: Single Family Housing Rehabilitation Assistance Programs (RES-2022-656 : Adopt Housing Rehabilitation Program Guildelines)

ATTACHMENT H

CERTIFICATION OF OCCUPANCY

COUNTY OF MARIPOSA

I/we_____declare as follows:
(Please Print Occupant's Name(s))

That I/we am/are currently occupying as my/our principal place of residence the real property commonly known as:

_____
(Address)

_____
(City, State, Zip code)

Daytime Phone Number: _____

Executed on_____, 20____, at _____, CA
(Date) (City)

I/we declare under penalty of perjury that the foregoing is true and correct.

Signature(s) of all occupants:

Occupant: _____

Occupant: _____

Occupant: _____

Occupant: _____

Occupant: _____

Attachment: Single Family Housing Rehabilitation Assistance Programs (RES-2022-656 : Adopt Housing Rehabilitation Program Guildelines)

ATTACHMENT I

LEAD-BASED PAINT
VISUAL ASSESSMENT, NOTICE OF PRESUMPTION, AND HAZARD REDUCTION FORM

Section 1: Background Information			
Property Address:			No LBP found or LBP exempt ☐
Select one:	Visual Assessment ☐	Presumption ☐	Hazard Reduction ☐
Section 2: Visual Assessment. Fill out Sections 1, 2, and 6. If paint stabilization is performed, also fill out Sections 4 and 5 after the work is completed.			
Visual Assessment Date:		Report Date:	
Check if no deteriorated paint found ☐			
Attachment A: Summary where deteriorated paint was found. For multi-family housing, list at least the housing unit numbers and common areas and building components (including type of room or space, and the material underneath the paint).			
Section 3: Notice of Presumption. Fill out Sections 1, 3, 5, and 6. Provide to occupant w/in 15 days of presumption.			
Date of Presumption Notice:			
Lead-based paint is presumed to be present ☐ and/or Lead-based paint ***hazards*** are presumed to be present ☐			
Attachment B: Summary of Presumption: For multi-family housing, list at least the housing unit numbers and common areas, bare soil locations, dust-lead location, and or building components (including type of room or space, and the materials underneath the paint) of lead-based paint and/or hazards presumed to be present.			
Section 4: Notice of Lead-Based Paint Hazard Reduction Activity. Fill out Sections 1, 4, 5, and 6. Provide to occupant w/in 15 days of after work completed.			
Date of Hazard Reduction Notice:			
Initial Hazard Reduction Notice? Yes ☐ No ☐		Start & Completion Dates:	
If "No", dates of previous Hazard Reduction Activity Notices:			
Attachment C: Activity locations and types. For multi-family housing, list at least the housing unit numbers and common areas (for multifamily housing), bare soil locations, dust–lead locations, and/or building components (including type of room or space, and the material underneath the paint), and the types of lead-based paint hazard reduction activities performed at the location listed.			
Attachment D: Location of building components with lead-based paint remaining in the rooms, spaces or areas where activities were conducted.			
Attachment E: Attach clearance report(s), using DHS form 8552 (and 8551 for abatement activities)			
Section 5: Resident Receipt of Notice for Presumption or Lead-Based Paint Hazard Reduction Activity and Acknowledgement of Receipt of pamphlet *Protection Your Family from Lead in Your Home.*			
Printed Name:	Signature:		Date:
Section 6: Contact Information	Organization:		
Contact Name:		Contact Signature:	
Date:	Address:		Phone:

Attachment: Single Family Housing Rehabilitation Assistance Programs (RES-2022-656 : Adopt Housing Rehabilitation Program Guildelines)

RESOLUTION NO. 22-656

A RESOLUTION APPROVING THE ADOPTION OF THE COMMUNITY DEVELOPMENT BLOCK GRANT SINGLE-FAMILY HOUSING REHABILITATION PROGRAM GUIDELINES

BE IT RESOLVED by the Board of Mariposa County as follows:

SECTION 1:

The Board has reviewed the and hereby approves the attached 2,2022 revised Community Development Block Grant (CDBG) Single-Family Housing Rehabilitation Program Guidelines.

SECTION 2:

The County acknowledges compliance with all state and federal public participation requirements in the development of its guidelines.

PASSED AND ADOPTED at a regular meeting of the Board of Mariposa County held on November 22, 2022 by the following vote:

AYES: LONG, FORSYTHE, MENETREY
NAYS: NONE
ABSTAIN: NONE
ABSENT: SMALLCOMBE

_____
Miles Menetrey, Vice-Chair

STATE OF CALIFORNIA, Mariposa County

I, Danielle Bondshu, Clerk of the Board, Mariposa County, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said County Clerk on this _____day of November, 2022.

By: _____
Danielle Bondshu, Clerk of the Board

APPROVED AS TO LEGAL FORM

_____ _____
Steven W. Dahlem, County Counsel

Attachment: MAR 22 CDBG Guideline Resolution (RES-2022-656 : Adopt Housing Rehabilitation Program Guildelines)

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2022-657

MEETING: November 22, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: CDBG Housing Rehbilitation Program Income

RECOMMENDATION AND JUSTIFICATION:
Adopt a Resolution Approving a Community Development Block Grant (CDBG) Application for Single-Family Housing Rehabilitation; and Authorize the Board of Supervisors Chair to Sign the Standard Grant Agreement, and Any Other Documents or Amendments Relative to this Grant (Subject to Approval as to Legal Form by County Counsel)

Mariposa County has a Revolving Loan Fund (RLF) established with a CDBG grant for owner-occupied housing rehabilitation. The RLF balance is currently $231,614. In order to use these funds, CDBG is now requiring jurisdictions to move all RLF funds into Program Income (PI) and reapply through the established CDBG grant application process.

Staff is requesting Board approval to submit a PI application for authorization to spend $1,000,000 on Single-Family Housing Rehabilitation. Single-Family Housing Rehabilitation funds are used to provide local homeowners with no-interest, deferred payment loans or grants for home repairs related to health, safety, and code compliance. While this request exceeds the available PI and will not be realized in its entirety, this application applies to any other PI received for the duration of the contract term and would allow funds to be allocated to eligible projects as they are received.

CDBG program regulations require that the County conduct a public hearing on all CDBG-related matters to provide for and encourage citizen participation, particularly by low and moderate income persons who reside in areas in which CDBG funds are used. Notice of the public hearing was published in the November 3, 2022, issue of the Mariposa Gazette.

HCD released a NOFA announcing the availability of CDBG program funds in April 2022. In summary, the eligible activities available in the 2022 NOFA must benefit low- and moderate-income Californians and include: Housing Assistance Programs (Single-Family Homeownership Assistance, and Single-Family Housing Rehabilitation); Public

Service programs, Planning Studies, Economic Development Business Assistance and Micro-enterprise activities. The County may apply for a maximum of $1,500,000 for a maximum of three activities but only intends to submit the PI application at this time.

This resolution authorizes the board chair to sign the application, the standard agreement, and any subsequent amendments or modifications thereto, as well as any other documents required by HCD for participation in the CDBG Program.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

RES-2018-292 Board approves the Comprehensive Housing Program Implementation study that indicates the need for the County to partner with Non-Profit Developers to rehabilitate affordable housing throughout the County.

RES-2019-498 Adopt 2019-2024 Housing Element to the General Plan.

RES-2019-699 Adopt Home Investment Partnership Program, CDBG and CalHome single family owner occupied rehabilitation program guidelines.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve. Staff will need further direction on whether the Board would like to pursue these funds for another purpose or not at all.

ATTACHMENTS:
MAR 22 CDBG Public Hearing Notice REVISED (PDF)
MAR 22 CDBG Reso Appendix D(1) (PDF)
Application (PDF)

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Marshall Long, Wayne Forsythe, Miles Menetrey
EXCUSED: Rosemarie Smallcombe

Notice of Public Meeting for Discussion of Possible State CDBG Application: Transferal of Revolving Loan Funds (RLF) to Program Income (PI)

NOTICE IS HEREBY GIVEN that Mariposa County will conduct a public hearing on November 22, 2022 at 9 am, at 5100 Bullion Street in order to discuss transferal of funds from the State Community Development Block Grant (CDBG) Revolving Loan Fund (RLF) Program to Program Income for the use of an adopted Countywide housing rehabilitation program.

The Community Development and Economic Development Allocations of the State CDBG program are published in a combined "Notice of Funding Availability" (NOFA) each program year. Eligible cities and counties may submit Community Development and Housing applications for CDBG funds under the 2022 NOFA for a maximum per application request of $ 1,500,000. It is estimated that the funding of the State 2022 CDBG program allocation is approximately $30,000,000.

The NOFA also includes the Native American and Colonia's allocations. .

ELIGIBLE ACTIVITIES UNDER THE ABOVE ALLOCATIONS IN THE 2022 NOFA CONSIST OF: HOMEOWNERSHIP ASSISTANCE AND HOUSING REHABILITATION PROGRAMS; PUBLIC SERVICE PROGRAMS, PLANNING STUDIES, ECONOMIC DEVELOPMENT BUSINESS ASSISTANCE AND MICROENTERPRISE ACTIVITIES. ELIGIBLE ACTIVITIES PAID FOR WITH STATE CDBG FUNDS MUST MEET ONE OR MORE OF THE THREE NATIONAL OBJECTIVES LISTED IN CDBG FEDERAL STATUTES AS FOLLOWS: BENEFIT TO LOW–MODERATE INCOME HOUSEHOLDS OR PERSONS; ELIMINATION OF SLUMS AND BLIGHT; OR MEETING URGENT COMMUNITY DEVELOPMENT NEED.

The County of Mariposa plans to transfer all current funds in the approximate amount of $231,614 from the housing rehab revolving loan fund (RLF) to Program Income (PI), so that the funds can be used for the County housing rehabilitation program. This public hearing is to give the public an opportunity to make their comments known regarding the transfer of CDBG funds and the implementation of the housing rehabilitation program.

If you require special accommodations to participate in the public hearing, please contact Ben Goger (209) 742-1259. If you are unable to attend the public hearing, or if you have comments or complaints, you may direct written comments to the County of Mariposa, at P.O. Box 784, or you may email Ben Goger at bgoger@mariposacounty.org

The County of Mariposa promotes fair housing and makes all its programs available to low- and moderate-income families regardless of age, race, color, religion, sex, national origin, sexual preference, marital status or handicap.

November 3, 2022 Mariposa Gazette

Attachment: MAR 22 CDBG Public Hearing Notice REVISED (RES-2022-657 : CDBG Housing Rehbilitation Program Income)

RESOLUTION NO. 22-657

A RESOLUTION APPROVING AN APPLICATION FOR FUNDING, THE EXECUTION OF A STANDARD AGREEMENT AND ANY AMENDMENTS THERETO FROM THE 2022-2023 FUNDING YEAR OF THE STATE CDBG PROGRAM (As approved to form by County Counsel)

BE IT RESOLVED by Mariposa County as follows:

SECTION 1:

The County of Mariposa has reviewed and hereby approves the submission to the State of California of one or more application(s) in the aggregate amount, not to exceed, of $_1,000,000_ for the following CDBG activities, pursuant to the April 2022 CDBG NOFA:

Activity (*i.e. Public Services, Housing Rehabilitation*)	**Dollar Amount Being Requested for the Activity**
Program Income Only – Housing Rehabilitation	Up to $1,000,000 ($231,614 current cash on hand)

SECTION 2:

The County hereby approves the use of Program Income in an amount not to exceed $1,000,000_ for the CDBG activities described in Section 1.

SECTION 3:

The County acknowledges compliance with all state and federal public participation requirements in the development of its application(s).

SECTION 4:

The County hereby authorizes and directs the Board of Supervisors Chair, to execute and deliver all applications and act on the County's behalf in all matters pertaining to all such applications.

SECTION 5:

If an application is approved, the Board of Supervisors Chair is authorized to enter into, execute and deliver the grant agreement, Standard Agreement and any and all subsequent amendments thereto with the State of California for the purposes of the grant.

Attachment: MAR 22 CDBG Reso Appendix D(1) (RES-2022-657 : CDBG Housing Rehbilitation Program Income)

SECTION 6:

If an application is approved, the Board Chair is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with the grant.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of Mariposa County held on November 22, 2022 by the following vote:

AYES: LONG, FORSYTHE, MENETREY
NOES: NONE
ABSENT: SMALLCOMBE
ABSTAIN: NONE

_____

Miles Menetrey, Vice-Chair

STATE OF CALIFORNIA
County of Mariposa

I, Danielle Bondshu, Clerk of the Board 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 said Board of Directors on this 22nd day of November 2022.

Attest:

_____

Danielle Bondshu, Clerk of the Board

Approved as to legal form:

_____

Steven W. Dahlem, County Counsel

Attachment: MAR 22 CDBG Reso Appendix D(1) (RES-2022-657 : CDBG Housing Rehbilitation Program Income)

Application/Project Title

PI Only Mariposa County - Owner-Occupied Rehab Program

Org Name

Mariposa County

Attachment: Application (RES-2022-657 : CDBG Housing Rehbilitation Program Income)

Activity Type

Programs

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

Modify Ongoing

**All applications are required to pass threshold requirements. Failure to meet threshold will result in immediate disqualification. Applications that do not meet threshold will not move on to scoring, or in the case of ED OTC, reviewed for award.

The Department strongly recommends a careful review of the application and application instructions PRIOR to beginning the application.

The following threshold requirements must be met at the time of application:**

Application Threshold & Initial Requirements

Attachment: Application (RES-2022-657 : CDBG Housing Rehbilitation Program Income)

The Applicant must be an eligible nonentitlement jurisdiction.

The Applicant must demonstrate to the satisfaction of the Department that it is compliant with the financial management requirements of 2 CFR §200.The Applicant must provide the Department with its most recent single audit (as submitted to the State Controller's Office), if applicable. If the Applicant has any open single audit findings and does not have a plan or agreement to remediate those findings, the Applicant will be deemed ineligible for funding through the state CDBG program until the findings are resolved or a remediation plan or agreement is established. Any and all single audit findings are included in this evaluation. This requirement is not limited to federal funds administered by the Department. If an Applicant is not subject to single audit requirements, the Applicant is not required to submit an audit. Applicants that fail to disclose findings on their most recent single audit will be disqualified without exception or appeal. If an Applicant is not required to submit an annual single audit, they must provide certification that they are not required to submit.

Were you required to submit a Single Audit to the State Controllers Office?

Yes - we were required to submit

Upload the Most Recent Single Audit or Proof of Single Audit Exemption

Are all single audit findings cleared or in remediation?

Pursuant to 24 CFR §578.25, acceptable evidence of site control is a deed or lease. Absent a current deed or lease, an Applicant may use assessor's parcel information to establish ownership for Applicant or subrecipient-owned sites. If grant funds will be used for acquisition, acceptable evidence

Attachment: Application (RES-2022-657 : CDBG Housing Rehbilitation Program Income)

of site control will be a purchase agreement. Site control must be maintained through the operation period of the Activity. Activities that are expected to last one year must have documented site control for that year. If site control is expected to expire during the open Activity period, the Applicant must document that either an alternative site will be made available or that the Activity operators intend to extend or renew the lease on the existing site.

Do you have site control?

Yes

Description of site control of the facility or means to conduct the services:

The City's Housing Rehabilitation program will be administered by Self-Help Enterprises (SHE) out of their main office located at 8445 W. Elowin Ct., Visalia, CA 93291. Actual project sites have not been identified at this time, ownership and site control will be verified as a part of applicant eligibility.

Upload your Site Control Supporting Documentation

SHE Site Control.pdf

Applicants must include the Jurisdiction name, initial all pages, sign, and submit the Certifications and Statement of Assurances (Appendix J) with their application to meet threshold. Please review the Statement and confirm compliance with each requirement. Failure to comply with the certifications and assurances may result in disqualification, recapture of federal funds, and debarment. Applicants that fail to submit complete Certifications and Statement of Assurances at application submittal will be disqualified without exception or appeal.

Upload your signed Statement of Assurances and Compliance with 2 CFR Part 200 (Appendix J)

Attachment: Application (RES-2022-657 : CDBG Housing Rehbilitation Program Income)

Pursuant to 24 CFR §570.486, applications must follow CDBG Public Participation regulations. Applicants must provide documentation that the Citizen Participation requirements have been met. Documentation must include proof of public noticing, information provided during the public hearing or public meeting, and public comments received during the public participation, including Jurisdiction responses to comments. Additional information about public participation requirements can be found in Appendix C.

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

Yes

Upload Citizen Participation Proof of Public Notice

Upload Public Meeting/Hearing Presentation/Handout Materials

The application includes a completed Authorizing Resolution using the required Department approved Authorizing Resolution form and approved by the Applicant's governing board. The Authorizing Resolution designates a person or persons responsible for, and authorized to, execute all documents related to the application of CDBG funds. Please see Appendix D for instructions for completing the resolution along with a resolution form. Failure to use the resolution form provided by the Department will result in disqualification without exception or appeal. If a governing body must prepare a separate resolution concurrently that conforms to its local standard, it may do so in addition to preparing the resolution form provided by the Department. Applicants must submit their approved resolutions on the form provided by the Department by the application due date. The Department will NOT accept resolutions after this time.

Attachment: Application (RES-2022-657 : CDBG Housing Rehbilitation Program Income)

Did you use the HCD Approved Resolution Template in Content and Form from the Files Section of this Application?

Yes

Upload Approved Resolution for Application

Upload Printout of Authorized Signatory as Identified in the Approved Resolution from Jurisdiction Website

Mar Co 22 CDBG PI - Authorized Signatory.docx

Applicant must submit the required Government Agency Taxpayer ID (TIN) Form found in the Files tab of each program solicitation. Submitted TIN forms must include EIN numbers and accurate payment information to be complete and must not have been signed more than one (1) year before submission.

Upload Government Agency Tax Payer ID (TIN) Verification form

Budgets and Sources & Uses

CDBG budgets found in the Grants Network portal are required at application submission. Required budget information includes direct costs only. Direct costs for Activity, GA, Program Income , and 'Other', if applicable, must be completed and clearly identified. Do not include any information on indirect cost, match, or cost share. Applications submitted without a complete eCivis Budget will be disqualified without exception or appeal.

Attachment: Application (RES-2022-657 : CDBG Housing Rehbilitation Program Income)

Have you completed and submitted your CDBG budget in eCivis?

Yes

Budget narrative should include information about activity viability if the project is only partially funded. For instance can the project scope be reduced the number of beneficiaries be reduced, can the project be scaled to the amount of funding available. Include budget information that describes your activity budget as uploaded. Make sure the budget narrative has a relationship to the tasks and deliverables described in the application.

Have you completed a detailed narrative of your activity budget within the eCivis budget template?

Yes

In addition, Applicants are required to upload their Sources and Uses (Duplication of Benefits Tracker) for all funds applicable to the CDBG Activity. The application will guide Applicants that are using multiple funding sources to finance their Activity to upload a comprehensive Activity Sources and Uses.

Have you completed your activity Sources and Uses (DOB - Duplication of Benefits Tracker) template?

Yes

Upload Activity Sources and Uses Documentation (DOB - Duplication of Benefits Tracker Template):

Mar Co 22CDBG - Duplication of Benefit Tracking (Sources and Uses Budget).xlsx

Attachment: Application (RES-2022-657 : CDBG Housing Rehbilitation Program Income)

Upload other budget documentation

Total Number of New Grant Dollars Applied For and Requested in eCivis Budget Template:

$1,000,000.00

Do you have program income not already included and committed in an eligible CDBG activity?

Yes

Total amount of program income on hand that is NOT already included and committed in another CDBG activity:

$231,614.00

Proof of Program Income

Based on the 50 percent rule, Applicants with one or more current and open CDBG Standard Agreements (SAs), for which the expenditure deadline established in the agreement(s) has not yet passed, shall be ineligible to apply for any additional CDBG funds for the same type of Activity(ies) included in those open CDBG SAs, unless the Applicant has expended at least 50 percent of CDBG funds previously awarded, including PI, for that Activity, or unless a waiver to the rule has been approved by the Department's Director, as allowed at HSC §50833(f). This includes PI only SA's approved for the same type of Activity(ies). For SA's awarded prior to

Attachment: Application (RES-2022-657 : CDBG Housing Rehbilitation Program Income)

2018, Applicants will be required to provide their most recent Request for Funds and documentation to document compliance with the 50 percent rule requirement. For awards managed through Grants Network, a screenshot of the grand administration screen at the time of submittal of the application will work as documentation for compliance with the 50 percent rule.

Have you expended at least 50 percent of open CDBG funds in the same activity type?

No

Pursuant to 24 CFR Part 5, all CDBG Applicants are required to verify they and their principals, or any/all persons, contractors, consultants, businesses, sub- recipients, etc., that are conducting business with the Applicant are not presently debarred, proposed for debarment, suspended, declared ineligible, or voluntarily excluded from participation in the covered transaction or in any proposal submitted in connection with the covered transaction. Applicants and their partners, contractors, consultants and subrecipients must register with the System for Award Management (SAM) to do business with the U.S. government and have Debarments checks that return a registration status of “Active” and “No Active Exclusion Records” under the Exclusion Summary. The Department will not award any CDBG program funds to Applicants and Applicant partners, including contractors, subrecipients, and consultants that are debarred, suspended, proposed for debarment, and declared ineligible, voluntarily excluded from participation, or that are unregistered in SAM from federally assisted programs. Applicants are not required to perform debarment checks on individual Applicant or partner employees or individual persons unless that person is acting as a contractor, consultant, subrecipient, or program partner and will be receiving payment directly from CDBG funds.

Applications with incomplete Debarment information will be disqualified without exception or appeal.

Upload Debarment Check(s)

Mar Co 22 CDBG - Mar Co + SHE Debarment Check.pdf

Attachment: Application (RES-2022-657 : CDBG Housing Rehbilitation Program Income)

The Applicant must demonstrate, to the satisfaction of the Department, that it is meeting the State Objectives as described in Appendix I.

Applications with incomplete or incorrect state objective information will be disqualified.

Have you met the state objective for Fair Housing - Access to Opportunity per the Criteria on the State Objective form?

Yes

Have you met the state objective for Disaster Resiliency Long-Term Planning per the Criteria on the State Objective form?

Yes

Pursuant to the National Environmental Policy Act of 1969 (NEPA), Environmental Standards must be met. Applicant must demonstrate compliance by submission of fully complete, current, and applicable Environmental Review Record forms and supporting documentation. Required NEPA process, training, and current forms are available on the HUD Exchange under the 'Formats' option. Additional HUD guidance can be found at the Orientation to Environmental Reviews page also on HUD Exchange. 14. If Applicants intend to use CDBG funding for GA Activities, a GA NEPA review will also be required at application submission, specifying the applicable exemption in 24 CFR §58.34(a).

Upload Activity NEPA Compliance

Attachment: Application (RES-2022-657 : CDBG Housing Rehbilitation Program Income)

Are you claiming General Administration for this activity?

Yes

Upload General Administration NEPA Compliance

Upload the Environmental Review form(s) and essential supporting documentation including consultation letters, mitigations conditions of approval or other documents. Please do not upload the entire environmental review record if it is more than 50 pages. Do upload any noticing FONSI/RROF or NOIRROF and Authorization to Use Funds if available that corresponds with the activity's appropriate level of review. Acceptable formats of these forms can be located at https://www.hudexchange.info/programs/environmental-review/ (https://www.hudexchange.info/programs/environmental-review/). To determine the correct level of review go to HUD's environmental review overview page https://www.hudexchange.info/programs/environmental-review/orientation-to-environmental-reviews/#overview (https://www.hudexchange.info/programs/environmental-review/orientation-to-environmental-reviews/#overview). Please make sure your Environmental Review is definitive in findings and that the project description matches the project description in this application. Environmental Reviews with qualified findings that do not adequately or correctly identify mitigations that did not complete required consultations, or that have other material deficiencies may result in disqualification.

Upload Environmental Review form(s) and essential supporting documentation

Upload Environmental Review form(s) and essential supporting documentation

Attachment: Application (RES-2022-657 : CDBG Housing Rehbilitation Program Income)

Attachment: Application (RES-2022-657 : CDBG Housing Rehbilitation Program Income)

U.S. Department of Housing and Urban Development
451 Seventh Street, SW
Washington, DC 20410
www.hud.gov

espanol.hud.gov

Environmental Review for Activity/Project that is Exempt or Categorically Excluded Not Subject to Section 58.5

Pursuant to 24 CFR Part 58.34(a) and 58.35(b)

This is a suggested format that may be used by Responsible Entities to document completion of an Exempt or Categorically Excluded Not Subject to Section 58.5 environmental review.

Project Information

Project Name: Owner Occupied Housing Rehabilitation Program – General Administration

Responsible Entity: County of Mariposa

Grant Recipient (if different than Responsible Entity):

State/Local Identifier: CA

Preparer: Self-Help Enterprises

Certifying Officer Name and Title: Dallin Kimble, County Administrative Officer

Consultant (if applicable): Self-Help Enterprises

Project Location: Within in the unincorporated areas of Mariposa County

Description of the Proposed Project [24 CFR 58.32; 40 CFR 1508.25]**:**

General Administration duties involve grant set-up, providing technical assistance, preparing performance reports and funds requests, and maintaining public information binders and grant expense records beyond closure of the contract. Individually, the administrative duties typically entail the following for the County:

- Grant set-up - preparation and submission of program guidelines, environmental review, and correspondence documentation required by the CDBG program.
- Technical assistance - implementing and administering the CDBG Standard Agreement.
- Regular reporting on progress and performance in relation to budgets within the Standard Agreement and/or approved CDBG amendments.
- Preparation of all other reports and funds requests as outlined in the Standard Agreement.

- Maintenance of public information binders and records sufficient to reflect all charges submitted.

Level of Environmental Review Determination:

☒ Activity/Project is Exempt per 24 CFR 58.34(a): (3) Administrative and management activities.

☐ Activity/Project is Categorically Excluded Not Subject To §58.5 per 24 CFR 58.35(b):

_____

Funding Information

Grant Number	HUD Program	Funding Amount
2022 CDBG PI Only - Housing Rehab	General Admin – Housing Rehabilitation	$ 170,000

Estimated Total HUD Funded Amount: $170,000

This project anticipates the use of funds or assistance from another Federal agency in addition to HUD in the form of (if applicable)**:** N/A

Estimated Total Project Cost (HUD and non-HUD funds) [24 CFR 58.32(d)]**:** $1,000,0000

Compliance with 24 CFR §50.4 and §58.6 Laws and Authorities

Record below the compliance or conformance determinations for each statute, executive order, or regulation. Provide credible, traceable, and supportive source documentation for each authority. Where applicable, complete the necessary reviews or consultations and obtain or note applicable permits of approvals. Clearly note citations, dates/names/titles of contacts, and page references. Attach additional documentation as appropriate.

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR 50.4 and 58.6	Are formal compliance steps or mitigation required?	Compliance determinations General Administration activities are exempt per 24 CFR 58.34(a) (3).
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR §58.6		
Airport Runway Clear Zones and Accident Potential Zones 24 CFR Part 51 Subpart D	Yes ☐ No ☒	General administration activities are not associated with airport runway clear zones and accident potential zones. (Exhibit 1)

Coastal Barrier Resources Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 [16 USC 3501]	Yes ☒ No ☐	The implementation of the grant administration within the service area will have no effect on coastal barriers and otherwise protected areas designated in the CBRA of 1990. (Exhibit 2)
Flood Insurance Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994 [42 USC 4001-4128 and 42 USC 5154a]	Yes ☐ No ☒	The implementation of the grant administration within the service area is not subject to a high flood risk zone. Source: FEMA Flood Mapping Service Center https://msc.fema.gov/portal/search?AddressQuery=mariposacounty%2C%20ca#searchresultsanchor (Exhibit 3)

Mitigation Measures and Conditions [40 CFR 1505.2(c)]

Summarize below all mitigation measures adopted by the Responsible Entity to reduce, avoid, or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements, and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

Law, Authority, or Factor	Mitigation Measure
N/A	N/A

Preparer Signature: Mitzi Alcala Date: 10/4/2022

Name/Title/Organization: Mitzi Alcala, Admin Analyst, Self-Help Enterprises
Responsible Entity Agency Official Signature:

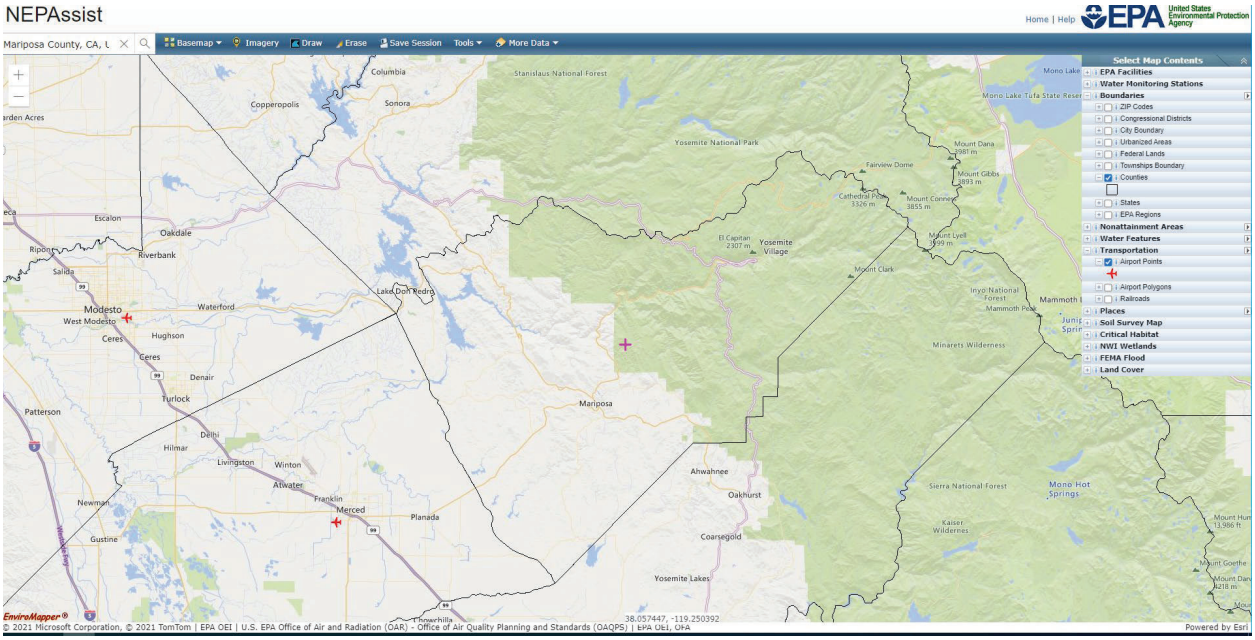
_____ Date: _____

Name/Title: Dallin Kimble, County Administrative Officer, Mariposa County

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environmental Review Record (ERR) for the activity/project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).

EXHIBIT 1

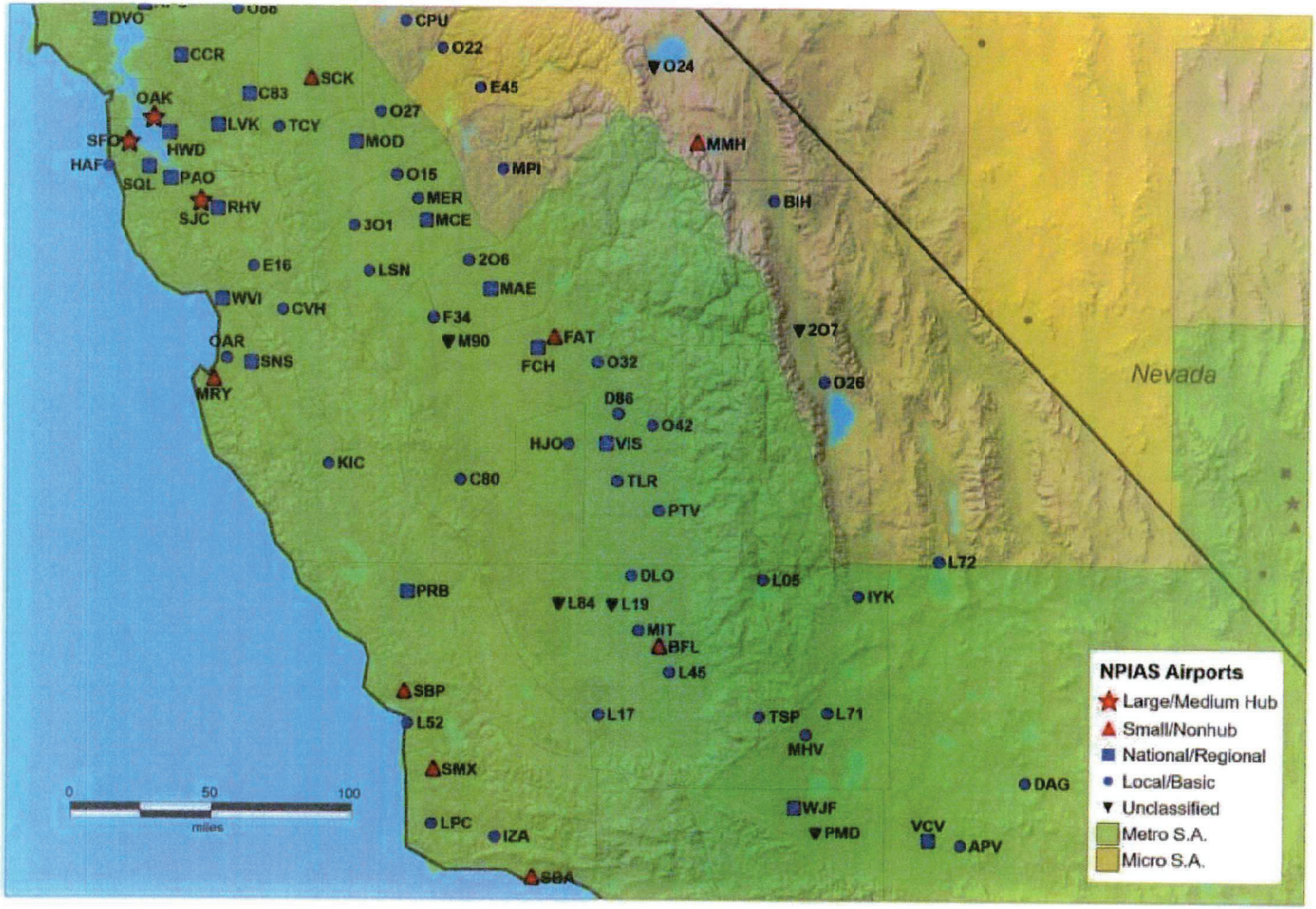
AIRPORT HAZARDS



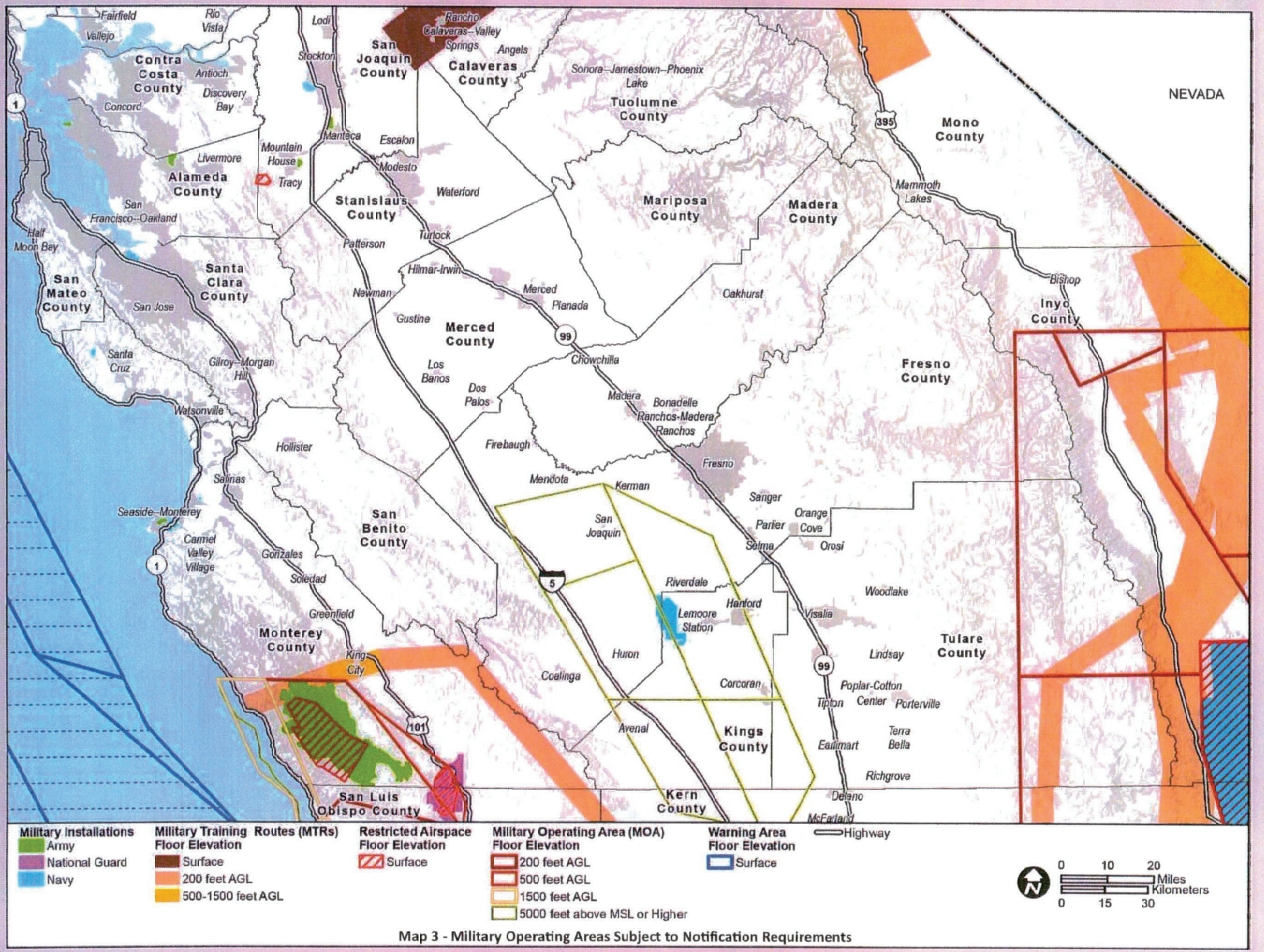
Reviewed 2/8/2021

Source: https://nepassisttool.epa.gov/nepassist/nepamap.aspx?wherestr=mariposa+county

California (Central)



Attachment: Application (RES-2022-657 : CDBG Housing Rehbilitation Program Income)



Map 3 - Military Operating Areas Subject to Notification Requirements

Attachment: Application (RES-2022-657 : CDBG Housing Rehbilitation Program Income)

Attachment: Application (RES-2022-657 : CDBG Housing Rehbilitation Program Income)

Title 24: Housing and Urban Development

Subtitle A: Office of the Secretary, Department of Housing and Urban Development

PART 51: ENVIRONMENTAL CRITERIA AND STANDARDS

Subpart D: Siting of HUD Assisted Projects in Runway Clear Zones at Civil Airports and Clear Zones and Accident Potential Zones at Military Airfields

51.301 - Definitions.

For the purposes of this regulation, the following definitions apply:

(a) Accident Potential Zone. An area at military airfields which is beyond the Clear Zone. The standards for the Accident Potential Zones are set out in Department of Defense Instruction 4165.57, ?Air Installations Compatible Use Zones,? November 8, 1977, 32 CFR part 256. There are no Accident Potential Zones at civil airports.

(b) Airport Operator. The civilian or military agency, group or individual which exercises control over the operations of the civil airport or military airfield.

(c) Civil Airport. An existing commercial service airport as designated in the National Plan of Integrated Airport Systems prepared by the Federal Aviation Administration in accordance with section 504 of the Airport and Airway Improvement Act of 1982.

(d) Runway Clear Zones and Clear Zones. Areas immediately beyond the ends of a runway. The standards for Runway Clear Zones for civil airports are established by FAA regulation 14 CFR part 152. The standards for Clear Zones for military airfields are established by DOD Instruction 4165.57, 32 CFR part 256.

H.4.c

Attachment: Application (RES-2022-657 : CDBG Housing Rehbilitation Program Income)

Packet Pg. 344

Service Level — There are four statutory airport service levels, which describes the type of service the airport currently provides to the community and is anticipated to provide at the end of the 5-year planning period. The service levels also represent funding categories for the distribution of Federal aid. Service Levels shown in Appendix A reflect the FY 2014 activity.

P	Commercial Service – Primary
CS	Commercial Service – Nonprimary
R	Reliever Airport
GA	General Aviation Airport

New airports planned to open beyond the 5-year period are not shown in Appendix A; however, any 5-year costs associated with the development of these airports are included in Table 8 and Table 9.

Enplaned — The number of revenue passengers that boarded aircraft at the airport during CY 2012 (FY 2014).

Based Aircraft — The number of aircraft hangared or based at the airport. Included in these counts are single engine, multiengine, jets, and helicopters as reported by the airport and verified by the N number registry. Not included in these totals are military aircraft, ultra-lights, gliders, and balloons.

Dev Estimate — The 5-year estimate of airport improvements that are eligible for Federal development grants under the AIP.

Note that costs associated with planning (master plans, regional and State system plans, and environmental studies) are not captured in the total. For the 5-year period covered by this report, planning costs total $364 million.

SASP — State Aviation System Plan. This term is used in the State Summary table.

Note: The development presented in these tables was largely compiled in 2013 with adjustments through February 2014.

Attachment: Application (RES-2022-657 : CDBG Housing Rehbilitation Program Income)

California

City	Airport	LocID	Owner-ship	Hub	Role	Service Level		Current Aircraft		2015-2019 Dev Estimate
						Current	Year 5	Enplaned	Based	
Alturas	Alturas Municipal	AAT	PU		Basic	GA	GA	0	12	$4,729,993
Apple Valley	Apple Valley	APV	PU		Regional	GA	GA	1	130	$1,999,243
Arcata/Eureka	Arcata	ACV	PU	N		P	P	61,705	8	$7,585,857
Atwater	Castle	MER	PU		Regional	CS	GA	4,790	82	$12,769,788
Auburn	Auburn Municipal	AUN	PU		Regional	GA	GA	0	210	$1,668,730
Bakersfield	Bakersfield Municipal	L45	PU		Local	GA	GA	0	83	$2,717,688
Bakersfield	Meadows Field	BFL	PU	N		P	P	152,456	219	$9,583,769
Banning	Banning Municipal	BNG	PU		Local	GA	GA	0	41	$2,966,667
Beckwourth	Nervino	O02	PU		Local	GA	GA	4	17	$2,493,600
Big Bear City	Big Bear City	L35	PU		Regional	GA	GA	0	110	$2,207,865
Bishop	Eastern Sierra Regional	BIH	PU		Local	GA	GA	0	43	$3,249,649
Blythe	Blythe	BLH	PU		Basic	GA	GA	0	7	$750,790
Boonville	Boonville	D83	PU		Basic	GA	GA	0	13	$804,444
Borrego Springs	Borrego Valley	L08	PU		Local	GA	GA	0	15	$6,383,685
Brawley	Brawley Municipal	BWC	PU		Local	GA	GA	0	65	$2,144,445
Bridgeport	Bryant Field	O57	PU		Unclassified	GA	GA	0	1	$0
Burbank	Bob Hope	BUR	PU	M		P	P	2,027,203	91	$38,392,465
Byron	Byron	C83	PU		Local	R	R	0	87	$1,420,139
Calexico	Calexico International	CXL	PU		Local	GA	GA	0	20	$7,788,509
California City	California City Municipal	L71	PU		Local	GA	GA	0	16	$1,651,462
Camarillo	Camarillo	CMA	PU		National	R	R	31	483	$3,290,058
Cameron Park	Cameron Airpark	O61	PU		Local	GA	GA	0	105	$0
Carlsbad	McClellan-Palomar	CRQ	PU	N		P	P	48,474	285	$3,612,484
Cedarville	Cedarville	O59	PU		Unclassified	GA	GA	0	4	$0
Chemehuevi Valley	Chemehuevi Valley	49X	NA		Basic	GA	GA	0	0	$2,894,445
Chester	Rogers Field	O05	PU		Basic	GA	GA	0	0	$3,586,000
Chico	Chico Municipal	CIC	PU	N		P	P	19,269	97	$8,733,568
Chino	Chino	CNO	PU		National	R	R	6	506	$3,429,732
Chowchilla	Chowchilla	2O6	PU		Basic	GA	GA	0	19	$678,842
Cloverdale	Cloverdale Municipal	O60	PU		Local	GA	GA	0	17	$1,389,134
Coalinga	New Coalinga Municipal	C80	PU		Local	GA	GA	3	9	$1,894,738
Columbia	Columbia	O22	PU		Regional	GA	GA	0	110	$1,417,778
Colusa	Colusa County	O08	PU		Local	GA	GA	0	38	$1,805,555
Compton	Compton/Woodley	CPM	PU		Local	R	R	0	172	$2,605,264
Concord	Buchanan Field	CCR	PU		National	R	R	67	399	$10,489,667
Corning	Corning Municipal	0O4	PU		Basic	GA	GA	0	17	$777,778
Corona	Corona Municipal	AJO	PU		Regional	GA	GA	0	217	$0
Covelo	Round Valley	O09	PU		Unclassified	GA	GA	0	6	$250,000
Crescent City	Jack McNamara Field	CEC	PU	N		P	P	12,547	26	$35,061,635
Daggett	Barstow-Daggett	DAG	PU		Local	GA	GA	5	12	$3,048,538
Davis	University	EDU	PU		Local	GA	GA	0	45	$2,413,222

Attachment: Application (RES-2022-657 : CDBG Housing Rehbilitation Program Income)

City	Airport	LocID	Owner-ship	Hub	Role	Service Level		Current Aircraft		2015-2019 Dev Estimate
						Current	Year 5	Enplaned	Based	
Davis/Woodland/ Winters	Yolo County	DWA	PU		Local	GA	GA	2	85	$2,125,750
Delano	Delano Municipal	DLO	PU		Local	GA	GA	0	15	$1,230,015
Dinsmore	Dinsmore	D63	PU		Unclassified	GA	GA	0	0	$0
Dorris	Butte Valley	A32	PU		Unclassified	GA	GA	0	1	$0
Dunsmuir	Dunsmuir Municipal – Mott	1O6	PU		Basic	GA	GA	0	7	$1,047,777
El Monte	El Monte	EMT	PU		Regional	R	R	0	248	$8,266,667
Eureka	Kneeland	O19	PU		Unclassified	GA	GA	0	0	$166,667
Eureka	Murray Field	EKA	PU		Regional	GA	GA	0	53	$1,088,414
Fall River Mills	Fall River Mills	O89	PU		Basic	GA	GA	0	10	$883,899
Fallbrook	Fallbrook Community Airpark	L18	PU		Local	GA	GA	0	102	$5,995,030
Firebaugh	Firebaugh	F34	PU		Basic	GA	GA	0	12	$1,115,585
Fort Jones	Scott Valley	A30	PU		Basic	GA	GA	0	19	$1,283,333
Fortuna	Rohnerville	FOT	PU		Local	GA	GA	0	11	$2,089,608
Franklin	Franklin Field	F72	PU		Basic	GA	GA	0	12	$1,099,999
Fresno	Fresno Chandler Executive	FCH	PU		Regional	R	R	76	125	$9,002,895
Fresno	Fresno Yosemite International	FAT	PU	S		P	P	640,350	148	$21,495,473
Fullerton	Fullerton Municipal	FUL	PU		Regional	R	R	0	263	$3,170,820
Garberville	Garberville	O16	PU		Basic	GA	GA	0	18	$3,335,556
Georgetown	Georgetown	E36	PU		Local	GA	GA	0	34	$1,952,778
Grass Valley	Nevada County Air Park	GOO	PU		Local	GA	GA	0	133	$2,640,556
Groveland	Pine Mountain Lake	E45	PU		Basic	GA	GA	0	25	$0
Gustine	Gustine	3O1	PU		Local	GA	GA	0	17	$1,333,333
Half Moon Bay	Half Moon Bay	HAF	PU		Local	R	R	0	32	$3,126,000
Hanford	Hanford Municipal	HJO	PU		Local	GA	GA	0	38	$1,611,111
Happy Camp	Happy Camp	36S	PU		Unclassified	GA	GA	0	0	$0
Hawthorne	Jack Northrop Field/ Hawthorne Municipal	HHR	PU		Regional	R	R	5	108	$3,866,579
Hayfork	Hayfork	F62	PU		Unclassified	GA	GA	0	5	$0
Hayward	Hayward Executive	HWD	PU		National	R	R	49	371	$8,634,266
Healdsburg	Healdsburg Municipal	HES	PU		Local	GA	GA	0	46	$2,598,434
Hemet	Hemet-Ryan	HMT	PU		Regional	GA	GA	0	63	$1,322,778
Hollister	Hollister Municipal	CVH	PU		Local	GA	GA	0	113	$8,124,652
Hoopa	Hoopa	O21	PU		Basic	GA	GA	0	1	$0
Imperial	Imperial County	IPL	PU		Regional	CS	CS	5,491	44	$8,769,379
Independence	Independence	2O7	PU		Unclassified	GA	GA	0	2	$0
Inyokern	Inyokern	IYK	PU		Regional	CS	CS	7,024	108	$4,183,816
Jackson	Westover Field Amador County	JAQ	PU		Local	GA	GA	0	119	$11,119,111
Kernville	Kern Valley	L05	PU		Basic	GA	GA	0	10	$1,442,807
King City	Mesa Del Rey	KIC	PU		Local	GA	GA	0	21	$1,272,222
La Verne	Brackett Field	POC	PU		Regional	R	R	0	227	$2,346,785
Lakeport	Lampson Field	1O2	PU		Local	GA	GA	0	59	$3,233,777

City	Airport	LocID	Owner-ship	Hub	Role	Service Level		Current Aircraft		2015-2019 Dev Estimate
						Current	Year 5	Enplaned	Based	
Lancaster	General Wm J Fox Airfield	WJF	PU		Regional	GA	GA	0	154	$1,966,667
Lee Vining	Lee Vining	O24	PU		Unclassified	GA	GA	0	1	$0
Lincoln	Lincoln Regional/ Karl Harder Field	LHM	PU		Regional	R	R	6	193	$750,000
Littleriver	Little River	LLR	PU		Local	GA	GA	0	19	$2,705,556
Livermore	Livermore Municipal	LVK	PU		Regional	R	R	44	467	$2,083,333
Lompoc	Lompoc	LPC	PU		Local	GA	GA	0	50	$4,060,818
Lone Pine	Lone Pine	O26	PU		Basic	GA	GA	0	5	$3,227,223
Long Beach	Long Beach / Daugherty Field	LGB	PU	S		P	P	1,554,846	435	$22,805,087
Los Angeles	Los Angeles International	LAX	PU	L		P	P	31,326,268	2	$272,269,764
Los Angeles	Whiteman	WHP	PU		Regional	R	R	0	506	$5,782,457
Los Banos	Los Banos Municipal	LSN	PU		Local	GA	GA	0	16	$2,345,906
Lost Hills	Lost Hills-Kern County	L84	PU		Unclassified	GA	GA	0	0	$0
Madera	Madera Municipal	MAE	PU		Regional	GA	GA	8	77	$4,721,609
Mammoth Lakes	Mammoth Yosemite	MMH	PU	N		P	P	27,495	7	$24,558,461
Marina	Marina Municipal	OAR	PU		Local	GA	GA	0	19	$3,464,912
Mariposa	Mariposa-Yosemite	MPI	PU		Local	GA	GA	0	28	$5,423,683
Marysville	Yuba County	MYV	PU		Regional	GA	GA	0	64	$3,905,557
Mendota	William Robert Johnston Municipal	M90	PU		Unclassified	GA	GA	0	0	$0
Merced	Merced Regional/ Macready Field	MCE	PU		Local	CS	CS	3,724	80	$5,540,000
Modesto	Modesto City County - Harry Sham Field	MOD	PU	N		P	P	14,741	184	$12,380,907
Mojave	Mojave	MHV	PU		Regional	GA	GA	10	150	$5,853,978
Montague	Siskiyou County	SIY	PU		Local	GA	GA	7	20	$2,726,111
Monterey	Monterey Regional	MRY	PU	N		P	P	196,268	136	$27,605,840
Murrieta/Temecula	French Valley	F70	PU		Regional	GA	GA	5	201	$754,562
Napa	Napa County	APC	PU		National	R	R	238	185	$2,681,455
Needles	Needles	EED	PU		Basic	GA	GA	0	10	$928,518
Novato	Gnoss Field	DVO	PU		Regional	R	R	0	182	$13,900,275
Oakdale	Oakdale	O27	PU		Local	GA	GA	0	66	$755,000
Oakland	Metropolitan Oakland International	OAK	PU	M		P	P	4,926,683	238	$87,262,999
Oceano	Oceano County	L52	PU		Local	GA	GA	0	20	$3,573,566
Oceanside	Oceanside Municipal	OKB	PU		Local	GA	GA	0	57	$2,598,596
Ontario	Ontario International	ONT	PU	M		P	P	2,142,393	19	$45,051,946
Orland	Haigh Field	O37	PU		Local	GA	GA	0	43	$1,115,555
Oroville	Oroville Municipal	OVE	PU		Local	GA	GA	2	64	$1,430,811
Oxnard	Oxnard	OXR	PU		Regional	GA	GA	19	157	$10,774,890
Palm Springs	Jacqueline Cochran Regional	TRM	PU		Regional	GA	GA	99	46	$753,334
Palm Springs	Palm Springs International	PSP	PU	S		P	P	867,720	81	$21,902,900
Palmdale	Palmdale USAF Plant 42	PMD	MA		Unclassified	GA	GA	0	0	$0

Attachment: Application (RES-2022-657 : CDBG Housing Rehbilitation Program Income)

City	Airport	LocID	Owner-ship	Hub	Role	Service Level		Current Aircraft		2015-2019 Dev Estimate
						Current	Year 5	Enplaned	Based	
Palo Alto	Palo Alto Airport of Santa Clara County	PAO	PU		Regional	R	R	0	207	$856,000
Paso Robles	Paso Robles Municipal	PRB	PU		Regional	GA	GA	18	156	$4,755,356
Petaluma	Petaluma Municipal	O69	PU		Regional	R	R	0	180	$5,914,222
Placerville	Placerville	PVF	PU		Local	GA	GA	0	128	$1,653,000
Porterville	Porterville Municipal	PTV	PU		Local	GA	GA	0	81	$3,072,222
Quincy	Gansner Field	2O1	PU		Local	GA	GA	0	28	$918,000
Ramona	Ramona	RNM	PU		Regional	R	R	0	158	$6,230,673
Rancho Murieta	Rancho Murieta	RIU	PR		Local	GA	GA	0	42	$0
Red Bluff	Red Bluff Municipal	RBL	PU		Local	GA	GA	0	120	$1,166,666
Redding	Benton Field	O85	PU		Local	GA	GA	0	87	$822,223
Redding	Redding Municipal	RDD	PU	N		P	P	29,175	218	$4,064,638
Redlands	Redlands Municipal	REI	PU		Regional	GA	GA	0	154	$1,069,045
Reedley	Reedley Municipal	O32	PU		Local	GA	GA	0	48	$2,240,472
Rialto	Rialto Municipal / Miro Field	L67	PU		Local	R	R	0	250	$0
Rio Vista	Rio Vista Municipal	O88	PU		Local	GA	GA	0	48	$907,939
Riverside	March ARB	RIV	MA		National	R	R	16,970	0	$3,863,333
Riverside	Riverside Municipal	RAL	PU		Regional	R	R	4	197	$4,806,229
Ruth	Ruth	T42	PU		Basic	GA	GA	0	5	$909,491
Sacramento	McClellan Airfield	MCC	PU		Regional	GA	GA	55	111	$0
Sacramento	Sacramento Executive	SAC	PU		Regional	R	R	35	346	$4,297,778
Sacramento	Sacramento International	SMF	PU	M		P	P	4,357,899	9	$36,681,444
Sacramento	Sacramento Mather	MHR	PU		Local	R	R	276	27	$1,705,556
Salinas	Salinas Municipal	SNS	PU		Regional	GA	GA	1,800	196	$17,057,777
San Andreas	Calaveras County - Maury Rasmussen Field	CPU	PU		Local	GA	GA	0	51	$824,562
San Bernardino	San Bernardino International	SBD	PU		Regional	R	R	30	18	$9,716,667
San Carlos	San Carlos	SQL	PU		Regional	R	R	0	329	$1,977,500
San Diego	Brown Field Municipal	SDM	PU		Regional	R	R	172	163	$10,133,146
San Diego	Montgomery Field	MYF	PU		Regional	R	R	2	495	$6,569,395
San Diego	San Diego International	SAN	PU	L		P	P	8,686,621	6	$60,870,096
San Diego/El Cajon	Gillespie Field	SEE	PU		National	R	R	33	779	$22,474,619
San Francisco	San Francisco International	SFO	PU	L		P	P	21,284,236	10	$83,913,218
San Jose	Norman Y. Mineta San Jose International	SJC	PU	M		P	P	4,077,654	123	$35,813,432
San Jose	Reid-Hillview of Santa Clara County	RHV	PU		Regional	R	R	0	287	$610,000
San Luis Obispo	San Luis County Regional	SBP	PU	N		P	P	127,336	272	$35,674,345
San Martin	South County Airport of Santa Clara County	E16	PU		Local	R	R	0	73	$560,000
Santa Ana	John Wayne Airport - Orange County	SNA	PU	M		P	P	4,381,172	466	$26,805,171
Santa Barbara	Santa Barbara Municipal	SBA	PU	S		P	P	370,600	202	$16,430,935

Attachment: Application (RES-2022-657 : CDBG Housing Rehbilitation Program Income)

City	Airport	LocID	Owner-ship	Hub	Role	Service Level		Current Aircraft		2015-2019 Dev Estimate
						Current	Year 5	Enplaned	Based	
Santa Maria	Santa Maria Public/Capt G Allan Hancock Field	SMX	PU	N		P	P	44,737	233	$6,272,632
Santa Monica	Santa Monica Municipal	SMO	PU		Regional	R	R	540	266	$750,000
Santa Rosa	Charles M. Schulz - Sonoma County	STS	PU	N		P	P	105,728	312	$17,867,995
Santa Ynez	Santa Ynez	IZA	PU		Regional	GA	GA	0	96	$2,695,809
Shafter	Shafter-Minter Field	MIT	PU		Local	GA	GA	0	106	$1,443,051
Shelter Cove	Shelter Cove	0Q5	PU		Unclassified	GA	GA	0	0	$0
South Lake Tahoe	Lake Tahoe	TVL	PU		Local	GA	GA	25	27	$6,317,191
Stockton	Stockton Metropolitan	SCK	PU	N		P	P	63,149	166	$7,154,793
Susanville	Susanville Municipal	SVE	PU		Local	GA	GA	0	42	$2,815,000
Taft	Taft-Kern County	L17	PU		Local	GA	GA	2	17	$0
Tehachapi	Tehachapi Municipal	TSP	PU		Local	GA	GA	0	98	$3,511,714
Torrance	Zamperini Field	TOA	PU		Regional	R	R	51	497	$0
Tracy	Tracy Municipal	TCY	PU		Local	GA	GA	0	97	$8,743,428
Trinity Center	Trinity Center	O86	PU		Local	GA	GA	0	16	$837,105
Trona	Trona	L72	PU		Local	GA	GA	0	16	$0
Truckee	Truckee-Tahoe	TRK	PU		Regional	GA	GA	75	122	$5,013,332
Tulare	Mefford Field	TLR	PU		Local	GA	GA	0	45	$1,649,122
Tulelake	Tulelake Municipal	O81	PU		Basic	GA	GA	5	7	$2,016,001
Turlock	Turlock Municipal	O15	PU		Local	GA	GA	0	48	$3,050,000
Twentynine Palms	Twentynine Palms	TNP	PU		Basic	GA	GA	0	9	$763,158
Ukiah	Ukiah Municipal	UKI	PU		Local	GA	GA	0	75	$2,333,789
Upland	Cable	CCB	PR		Regional	R	R	0	101	$8,319,527
Vacaville	Nut Tree	VCB	PU		Regional	GA	GA	0	185	$3,565,789
Van Nuys	Van Nuys	VNY	PU		National	R	R	6,058	594	$7,629,825
Victorville	Southern California Logistics	VCV	PU		National	R	R	26,423	117	$7,894,873
Visalia	Sequoia Field	D86	PU		Basic	GA	GA	0	9	$373,334
Visalia	Visalia Municipal	VIS	PU		Regional	CS	CS	3,354	160	$8,923,683
Wasco	Wasco-Kern County	L19	PU		Unclassified	GA	GA	0	7	$0
Watsonville	Watsonville Municipal	WVI	PU		Regional	GA	GA	0	395	$1,950,012
Weaverville	Lonnie Pool Field/Weaverville	O54	PU		Unclassified	GA	GA	0	7	$0
Weed	Weed	O46	PU		Local	GA	GA	2	15	$844,332
Willits	Ells Field – Willits Municipal	O28	PU		Basic	GA	GA	0	18	$2,125,368
Willows	Willows-Glenn County	WLW	PU		Local	GA	GA	0	42	$963,555
Woodlake	Woodlake	O42	PU		Local	GA	GA	0	19	$5,910,789
Yuba City	Sutter County	O52	PU		Local	GA	GA	0	73	$1,036,110

Attachment: Application (RES-2022-657 : CDBG Housing Rehbilitation Program Income)

CALIFORNIA ADVISORY PLANNING HANDBOOK
MILITARY INSTALLATIONS

Table A-3 - Major California Military Installations by County

Cat.*	Installation Name	Service	Component	Nearest City	County	Zip Code	Point of Contact	Phone Number
2	Hayward Municipal Airport Air National Guard Base	Air Force	Nat'l Guard	Hayward	Alameda	94545	Public Affairs	(510)264-5600
3	Navy-Marine Corps Reserve Center Alameda	Navy/USMC	Reserve	Alameda	Alameda	94501	Commanding Officer	(800)748-3224
3	Oakland Army ROA/Army Medical Surveillance Activity 85	Army	Reserve	Oakland	Alameda	94626	Public Affairs	(510)238-3427
1	Parks Reserve Forces Training Area	Army	Reserve	Dublin	Alameda	94568	Public Affairs	(925)875-4636
3	Air Force Reserve Center Concord	Air Force	Reserve	Concord	Contra Costa	94519	Public Affairs	(707)424-3111
3	Naval Weapons Station Concord Detachment	Navy	Active	Concord	Contra Costa	94519	Dir. Enviro Programs	(925)685-0068
2	Fresno Yosemite Int'l Air National Guard Base	Air Force	Nat'l Guard	Fresno	Fresno	93727	Community Affairs	(559)454-5282
3	Marine Corps Reserve Center Fresno	USMC	Reserve	Fresno	Fresno	93737	Inspector-Instructor	(559)294-1095
3	Chocolate Mountain Aerial Gunnery Range	USMC	Active	El Centro	Imperial	92243	MCAS Yuma Sched	(928)269-2214
1	Naval Air Facility El Centro	Navy	Active	El Centro	Imperial	92243	Environmental Affairs	(760)339-2282
3	Portions of Bob Stump Training Complex	USMC	Active	El Centro	Imperial	92243	MCAS Yuma Sched	(928)269-2214
3	Marine Corps Reserve Center Bakersfield	USMC	Reserve	Bakersfield	Kern	93301	Inspector-Instructor	(661)325-2797
3	Marine Corps Reserve Center- Edwards AFB	USMC	Reserve	Lancaster	Kern	93301	Commanding Officer	(661)275-3441
1	Naval Air Weapons Station China Lake	Navy	Active	Ridgecrest	Kern	93555	Environmental Affairs	(760)939-3213
1	Edwards Air Force Base	Air Force	Active	various	Kern, Los Angeles, San Bernardino	various	Environmental Mgmt	(661)277-2412
1	Naval Air Station Lemoore	Navy	Active	Lemoore	Kings	93246	Public Affairs	(559)998-3394
3	Naval Reserve Center Lemoore	Navy	Reserve	Lemoore	Kings	93246	Commanding Officer	(866)799-4344
1	Sierra Army Depot	Army	Active	Herlong	Lassen	96113	Public Affairs	(530)827-4343
1	Los Angeles Air Force Base	Air Force	Active	El Segundo	Los Angeles	90245	Community Relations	(310)363-2055
3	Marine Corps Reserve Center Pasadena	USMC	Reserve	Pasadena	Los Angeles	91107	Inspector-Instructor	(626)389-0295
3	Marine Corps Reserve Center Pico Rivera	USMC	Reserve	Pico Rivera	Los Angeles	90660	Inspector-Instructor	(562)695-1981
3	Navy-Marine Corps Reserve Center Encino	Navy	Reserve	Encino	Los Angeles	91316	Commanding Officer	(800)511-6389
3	Navy-Marine Corps Reserve Center Los Angeles	Navy/USMC	Reserve	Long Beach	Los Angeles	90731	Commanding Officer	(866)534-8205
2	Production Flight Test Installation AF Plant 42	Air Force	Active	Palmdale	Los Angeles	93550	Public Affairs	(661)277-3510
3	Seguhesda National Guard Station	Air Force	Nat'l Guard	Van Nuys	Los Angeles	91406	Public Affairs	(818)909-2300
1	Marine Corps Mountain Warfare Training Center	USMC	Active	Bridgeport	Mono	93517	Executive Officer	(760)932-6302
1	Fort Hunter Liggett	Army	Reserve	King City	Monterey	93928	Public Affairs	(831)386-2805
2	Presidio of Monterey/Defense Language Institute	Navy	Active	Monterey	Monterey	93943	Public Affairs	(831)656-3949
3	Silas B. Hays Defense Finance and Accounting Service Center	Army	Active	Monterey	Monterey	93944	Community Relations	(831)242-8429
1	Joint Forces Training Base Los Alamitos	DoD	Active	Seaside	Monterey	93944	Director	(831)583-6005
3	Marine Corps Reserve Center Los Alamitos	Army	Nat'l Guard	Los Alamitos	Orange	90720	Commanding Officer	(562)795-2090
		USMC	Reserve	Los Alamitos	Orange	90720	Inspector-Instructor	(562)795-2350

*Categories
0 = Area Commands; Multi-Site Locations fall under its Command
1 = Military Operations, Training, or Testing Installation
2 = Military Support Activity (Installation)
3 = Military Support Activity (Non-Installation)

EXHIBIT 2

FLOOD INSURANCE

Enter an address, place, or coordinates:

mariposacounty, ca

Search

Whether you are in a high risk zone or not, you may need flood insurance because most homeowners insurance doesn't cover flood damage. If you live in an area with low or moderate flood risk, you are 5 times more likely to experience flood than a fire in your home over the next 30 years. For many, a National Flood Insurance Program's flood insurance policy could cost less than $400 per year. Call your insurance agent today and protect what you've built.

Learn more about steps you can take to reduce flood risk damage.

EXHIBIT 3

COASTAL ZONES

ELECTRONIC LEGAL MATERIAL

Attachment: Application (RES-2022-657 : CDBG Housing Rehbilitation Program Income)

State of California

PUBLIC RESOURCES CODE

Section 30103

30103. (a) "Coastal zone" means that land and water area of the State of California from the Oregon border to the border of the Republic of Mexico, specified on the maps identified and set forth in Section 17 of Chapter 1330 of the Statutes of 1976, extending seaward to the state's outer limit of jurisdiction, including all offshore islands, and extending inland generally 1,000 yards from the mean high tide line of the sea. In significant coastal estuarine, habitat, and recreational areas it extends inland to the first major ridgeline paralleling the sea or five miles from the mean high tide line of the sea, whichever is less, and in developed urban areas the zone generally extends inland less than 1,000 yards. The coastal zone does not include the area of jurisdiction of the San Francisco Bay Conservation and Development Commission, established pursuant to Title 7.2 (commencing with Section 66600) of the Government Code, nor any area contiguous thereto, including any river, stream, tributary, creek, or flood control or drainage channel flowing into such area.

(b) The commission shall, within 60 days after its first meeting, prepare and adopt a detailed map, on a scale of one inch equals 24,000 inches for the coastal zone and shall file a copy of the map with the county clerk of each coastal county. The purpose of this provision is to provide greater detail than is provided by the maps identified in Section 17 of Chapter 1330 of the Statutes of 1976. The commission may adjust the inland boundary of the coastal zone the minimum landward distance necessary up to a maximum of 100 yards except as otherwise provided in this subdivision, or the minimum distance seaward necessary up to a maximum of 200 yards, to avoid bisecting any single lot or parcel or to conform it to readily identifiable natural or manmade features. Where a landward adjustment is requested by the local government and agreed to by the property owner, the maximum distance shall be 200 yards.

(Amended by Stats. 2015, Ch. 303, Sec. 434. (AB 731) Effective January 1, 2016.)

Attachment: Application (RES-2022-657 : CDBG Housing Rehbilitation Program Income)

Attachment: Application (RES-2022-657 : CDBG Housing Rehbilitation Program Income)

Attachment: Application (RES-2022-657 : CDBG Housing Rehbilitation Program Income)

U.S. Department of Housing and Urban Development
451 Seventh Street, SW
Washington, DC 20410
www.hud.gov

espanol.hud.gov

Broad-Level Tiered Environmental Review for Activity/Project that is Categorically Excluded Subject to Section 58.5

Pursuant to 24 CFR Part 58.35(a)

This is a suggested format that may be used by Responsible Entities to document completion of a tiered Categorically Excluded Not Subject to Section 58.5 environmental review.

Project Information

Project Name: Housing Rehabilitation Program

Responsible Entity (RE): County of Mariposa

State/Local Identifier: CA

RE Preparer: Mitzi Alcala /Administrative Analyst /Self-Help Enterprises

Certifying Officer: Dallin Kimble

Grant Recipient (if different than Responsible Entity):
Point of Contact:

Consultant (if applicable): Self-Help Enterprises
Point of Contact: Mitzi Alcala

Project Location: Unincorporated areas of Mariposa County

Additional Location Information:

Direct Comments to: Mitzi Alcala, mitzia@selfhelpenterprises.org, (559) 802-1657

Description of the Proposed Project [24 CFR 50.12 & 58.32; 40 CFR 1508.25]:

Mariposa County will undertake a Housing Rehabilitation Program to provide financing to income-eligible households to rehabilitate substandard, single-family homes within the unincorporated areas of Mariposa County, State of California. The Program will utilize 2022 CDBG Program Income funds, in the approximate amount of up to $1,000,000.

The estimated maximum loan amount of $150,000 is projected to result in a maximum of 5 units during the grant term. The Program is limited to projects that are categorically excluded subject to the statutes per section 58.35a of 24 CFR Part 58.

The activities proposed are Categorically Excluded subject to Section 58.35a of f CFR Part 58 from National Environmental Policy Act Requirements. Determinations for the following site-specific compliance factors will be addressed in the site-specific CEST review which will be on file, as completed and at the same location: National Historic Preservation Act of 1966, as amended; HUD environmental standards regarding Runway Clear Zones 24 CFR 58.6(d) and 24 CFR Part 51D; HUD environmental standards regarding Explosive and Flammable Operations, 34 CFR Part 51C; HUD environmental standards regarding toxic, hazardous, and radioactive materials 24 CFR 58.6(a).

Approximate size of the project area: median size of single-family household is approximately 2,300 sq. feet.

Length of time covered by this review: 5 Years

Maximum number of dwelling units or lots addressed by this tiered review:

Level of Environmental Review Determination:
Categorically Excluded per 24 CFR 58.35(a), and subject to laws and authorities at §58.5: (a) (3) (i) Rehabilitation of a residential unit with no change in density or land use.

Funding Information

Grant Number	HUD Program	Program Name	Funding Amount
2022 CDBG PI	CDBG PI	Housing Rehabilitation Program	$ 830,000

Estimated Total HUD Funded Amount: $830,000

Estimated Total Project Cost (HUD and non-HUD funds) [24 CFR 58.32(d)]**:**$1,000,000

Compliance with 24 CFR 50.4, 58.5, and 58.6 Laws and Authorities and Written Strategies

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR 50.4, 58.5, and 58.6	Was compliance achieved at the broad	**If Yes:** Describe compliance determinations made at the broad level. **If No:** Describe the policy, standard, or process to be followed in the site-specific review.

	level of review?	
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR 50.4 & 58.6		
Airport Hazards 24 CFR Part 51 Subpart D	Yes ☐ No ☒	There is not an airport within 15 mile radius of County border; There are no military airports located within the project area. **Source**: Map of FAA National Plan of Integrated Airport Systems Report (2021- 2025), Appendix B, Page B-13; https://www.faa.gov/airports/planning_capacity/npias/current/media/NPIAS-2021-2025-Appendix-B.pdf OPR California Advisory Planning Handbook, Military Installations, TableA-3- Major California Military Installations by County, http://opr.ca.gov/docs/20190812-2016_CA_Handbook.pdf (Exhibit 1)
Coastal Barrier Resources Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 [16 USC 3501]	Yes ☒ No ☐	This project is located in a state that does not contain CBRS units. Therefore, this project is in compliance with the Coastal Barrier Resources Act. Site address will be entered into the CBR **Source:** System Mapper https://www.fws.gov/cbra/maps/mapper. Printout of Map will be included with the Site specific environmental review. (Exhibit 2)
Flood Insurance Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994 [42 USC 4001-4128 and 42 USC 5154a]	Yes ☐ No ☒	A determination cannot be made at the broad level. A site-specific environmental review will be conducted to determine if the project is not located in a Zone X. (Exhibit 3)
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR §58.5		
Clean Air Clean Air Act, as amended, particularly section 176(c) & (d); 40 CFR Parts 6, 51, 93	Yes ☐ No ☒	A determination cannot be made at the broad level. Scope of work will be sent to San Joaquín Valley Air Pollution Control District at time of Site-Specific Environmental Review for determination. Response will be included in the site specific ERR. Any recommendations provided by SJVAPCD will be followed accordingly.
Coastal Zone Management	Yes ☒ No ☐	This project does not involve placement, erection, or removal of materials, nor

Coastal Zone Management Act, sections 307(c) & (d)		increase the intensity of use in a Coastal Zone. The property is located within the Central San Joaquin Valley, not in or near any Coastal Zone per definition of a coastal zone, Coastal Act Public Code 30103. Source (Exhibit 5); California Coastal Act Section 30103; California Digital Coastal Zone Boundaries-Maps of San Luis Obispo & Monterey Regions (nearest to Fresno County).
Contamination and Toxic Substances 24 CFR Part 50.3(i) & 58.5(i)(2)]	Yes ☐ No ☒	A determination cannot be made at the broad level. Site Specific Environmental Review will need to be conducted. Project site address will be entered into the National Priorities List (NLP-"Superfund") Site to ensure project is not within 2,000 feet of a CERCLIS site and is not adjacent to any other known or suspected sites contaminated with toxic chemicals or radioactive materials.
Endangered Species Endangered Species Act of 1973, particularly section 7; 50 CFR Part 402	Yes ☐ No ☒	A determination cannot be made at the broad level. Site Specific Environmental Review will need to be conducted. Project site address will be entered into U.S. Fish and Wildlife Service Critical Habitat Mapper to determine if any species or designated critical habitats are listed at the project location. Field observation will also be conducted by a Rehab Specialist.
Explosive and Flammable Hazards 24 CFR Part 51 Subpart C	Yes ☐ No ☒	A determination cannot be made at the broad level. Site Specific Environmental Review will need to be conducted. A Field observation will be conducted by a Rehab Specialist to determine if it is located within the immediate vicinity of any hazardous industrial operations handling fuel or chemicals of an explosive or flammable Page 5 of 7 nature that could expose people or buildings to such hazards.
Farmlands Protection Farmland Protection Policy Act of 1981, particularly sections 1504(b) and 1541; 7 CFR Part 658	Yes ☐ No ☒	Per the Farmland Protection Policy Act (FPPA), projects on land already in urban development are not subject to FPPA. The rehab projects will all be located on property that is an established residential site and will not contain any prime or unique farmlands; therefore, the project will have no negative impact. (Exhibit 5)
Floodplain Management	Yes ☐ No ☒	A determination cannot be made at the broad level. A site-specific environmental review will be conducted to determine if the project is not

Executive Order 11988, particularly section 2(a); 24 CFR Part 55		located in a Zone X. Flood Insurance under the National Flood Insurance Program will be recommended to be obtained and maintained for the economic life of all projects, in the amount of the total project costs. A copy of the flood insurance policy declaration must be kept in the Environmental Review Record (Exhibit 4)
Historic Preservation National Historic Preservation Act of 1966, particularly sections 106 and 110; 36 CFR Part 800	Yes ☐ No ☒	A determination cannot be made at the broad level. The State Historic Preservation Office will be consulted at time of Site-specific environmental review.
Noise Abatement and Control Noise Control Act of 1972, as amended by the Quiet Communities Act of 1978; 24 CFR Part 51 Subpart B	Yes ☐ No ☒	A determination cannot be made at the broad level. Site specific environmental review will need to be conducted. A Rehab Specialist will also conduct a field observation. (Exhibit 6)
Sole Source Aquifers Safe Drinking Water Act of 1974, as amended, particularly section 1424(e); 40 CFR Part 149	Yes ☐ No ☒	A determination cannot be made at the broad level. A site-specific environmental review will be conducted to determine if the property is not located within a U.S. Environmental Protection Agency (EPA)-designated sole source aquifer area.
Wetlands Protection Executive Order 11990, particularly sections 2 and 5	Yes ☐ No ☒	A determination cannot be made at the broad level. A site-specific environmental review will be conducted to determine if the project involves new construction within or adjacent to wetlands, marshes, wet meadows, mud flats, or natural Page 6 of 7 ponds by conducting field observations and checking maps issued by the USDI Fish & Wildlife Service or U.S. Corps of Engineers.
Wild and Scenic Rivers Wild and Scenic Rivers Act of 1968, particularly section 7(b) and (c)	Yes ☒ No ☐	The individual rehab projects will not be part of a water resources project; therefore, the Wild and Scenic Rivers Act will not apply to these projects. Source: Wild and Scenic Rivers Act Section 7(b) Technical Assistance received from Zach Carter, HUD Field Environmental Officer (Exhibit 7). ENVIRONMENTAL JUSTICE
ENVIRONMENTAL JUSTICE		
Environmental Justice Executive Order 12898	Yes ☒ No ☐	The individual rehab projects will not involve acquisition of housing, land for development, or new construction. The rehabilitation activity will not involve unresolved adverse environmental factors. As a result, Executive Order 12898 does not apply to these projects. Source (Exhibit 7):

Attachment: Application (RES-2022-657 : CDBG Housing Rehbilitation Program Income)

		Printout of technical assistance correspondence with Zach Carter, HUD Region IX Field Environmental Officer.

Attach supporting documentation as necessary, including a site-specific checklist.

Determination:

☐ Extraordinary circumstances exist and this project may result in significant environmental impact. This project requires preparation of an Environmental Assessment (EA); OR

☒ There are no extraordinary circumstances which would require completion of an EA, and this project may remain CEST.

Preparer Signature: Mitzi Alcala Date: 10/4/2022

Name/Title/Organization: Mitzi Alcala, Admin Analyst, Self-Help Enterprises

Responsible Entity Agency Official Signature:

_____ Date: _____

Name/Title: Dallin Kimble, County Administrative Officer, Mariposa County

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environmental Review Record (ERR) for the activity/project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).

This document represents the Tier 1 or Broad-Level review *only*. As individual sites are selected, this review must be supplemented by individual Tier 2 or Site-Specific reviews for each site. All laws and authorities requiring site-specific analysis will be addressed in these individual reviews.

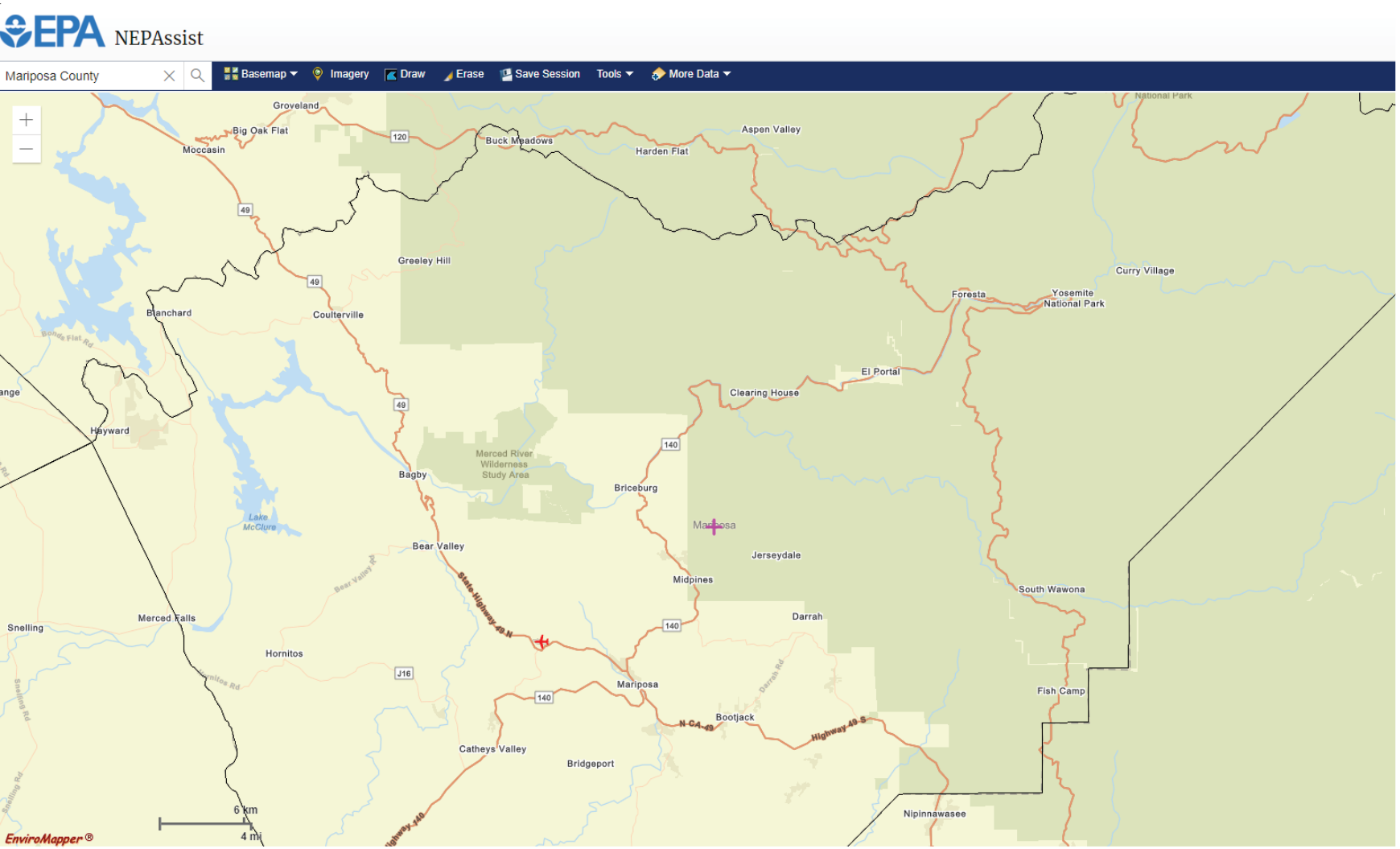
Attachment: Application (RES-2022-657 : CDBG Housing Rehbilitation Program Income)

APPENDIX: Site-Specific or Tier 2 Reviews

Update this document as site-specific reviews are completed. Complete each site-specific review according to the written strategies outlined in the broad-level review and attach it in the environmental review record.

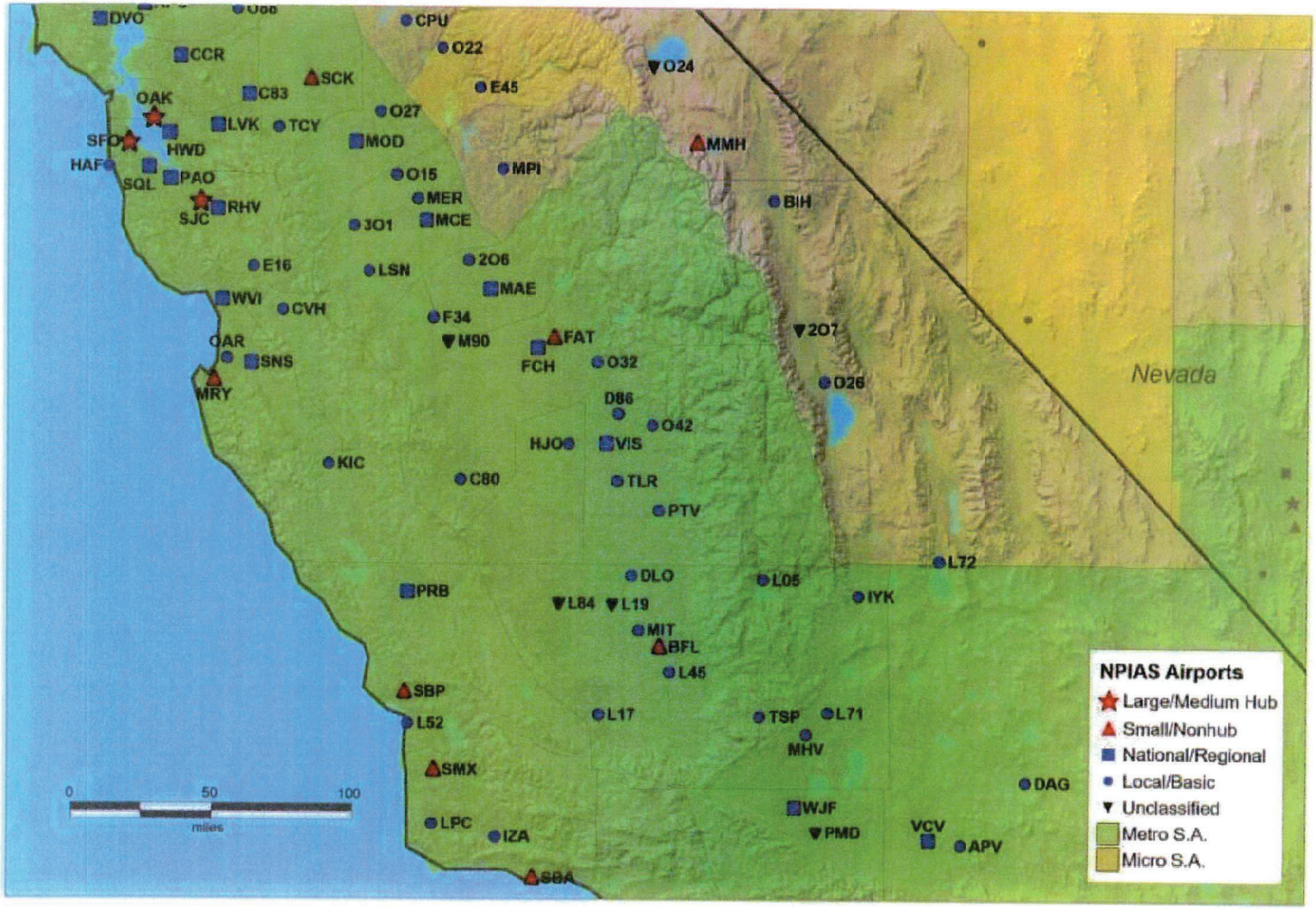
Site-specific project name	Address or location

EXHIBIT 1
AIRPORT HAZARDS

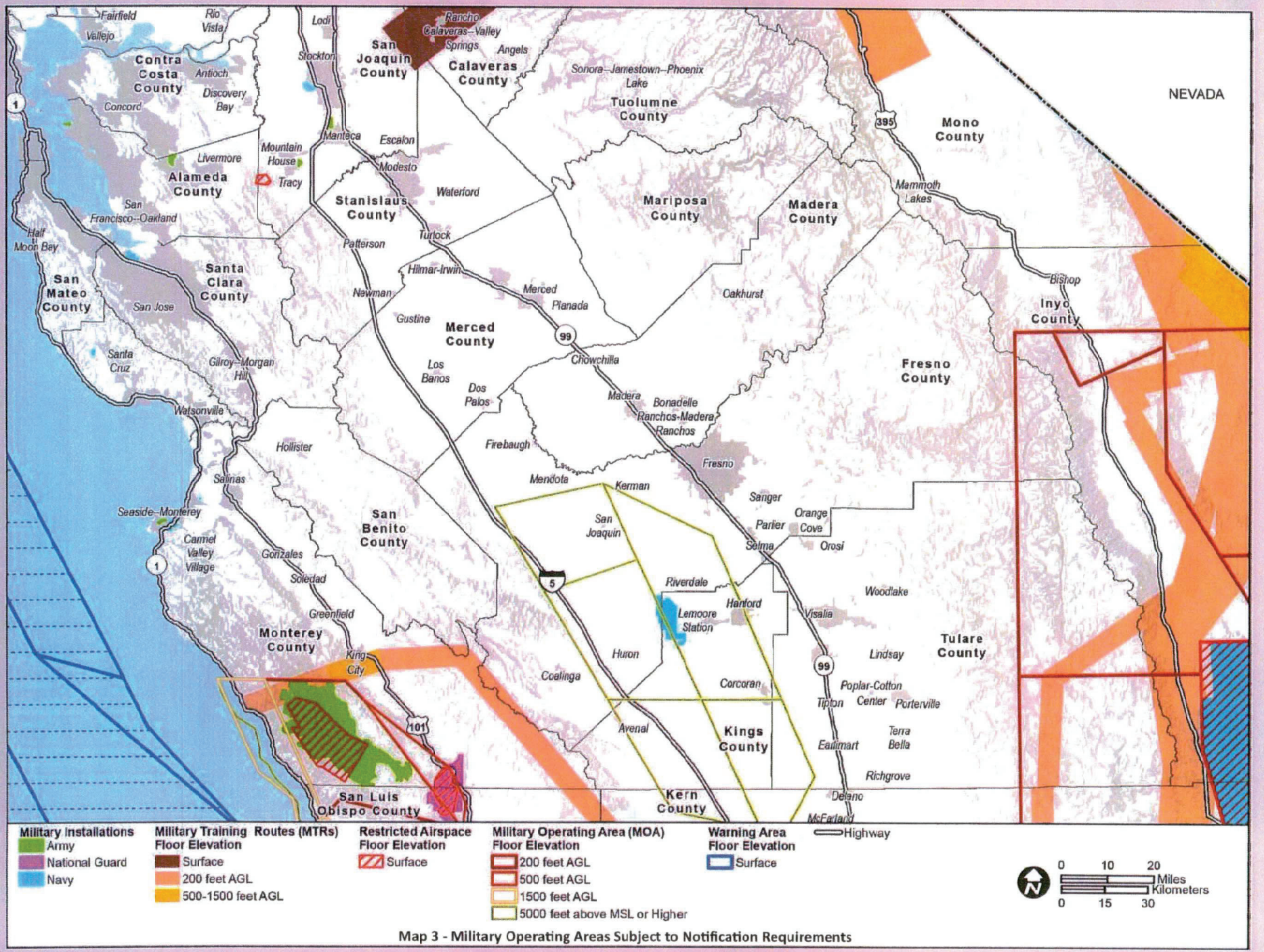


Attachment: Application (RES-2022-657 : CDBG Housing Rehbilitation Program Income)

California (Central)



Attachment: Application (RES-2022-657 : CDBG Housing Rehbilitation Program Income)



Map 3 - Military Operating Areas Subject to Notification Requirements

Attachment: Application (RES-2022-657 : CDBG Housing Rehbilitation Program Income)

Attachment: Application (RES-2022-657 : CDBG Housing Rehbilitation Program Income)

Title 24: Housing and Urban Development

Subtitle A: Office of the Secretary, Department of Housing and Urban Development

PART 51: ENVIRONMENTAL CRITERIA AND STANDARDS

Subpart D: Siting of HUD Assisted Projects in Runway Clear Zones at Civil Airports and Clear Zones and Accident Potential Zones at Military Airfields

51.301 - Definitions.

For the purposes of this regulation, the following definitions apply:

(a) Accident Potential Zone. An area at military airfields which is beyond the Clear Zone. The standards for the Accident Potential Zones are set out in Department of Defense Instruction 4165.57, ?Air Installations Compatible Use Zones,? November 8, 1977, 32 CFR part 256. There are no Accident Potential Zones at civil airports.

(b) Airport Operator. The civilian or military agency, group or individual which exercises control over the operations of the civil airport or military airfield.

(c) Civil Airport. An existing commercial service airport as designated in the National Plan of Integrated Airport Systems prepared by the Federal Aviation Administration in accordance with section 504 of the Airport and Airway Improvement Act of 1982.

(d) Runway Clear Zones and Clear Zones. Areas immediately beyond the ends of a runway. The standards for Runway Clear Zones for civil airports are established by FAA regulation 14 CFR part 152. The standards for Clear Zones for military airfields are established by DOD Instruction 4165.57, 32 CFR part 256.

H.4.c

Attachment: Application (RES-2022-657 : CDBG Housing Rehbilitation Program Income)

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Service Level — There are four statutory airport service levels, which describes the type of service the airport currently provides to the community and is anticipated to provide at the end of the 5-year planning period. The service levels also represent funding categories for the distribution of Federal aid. Service Levels shown in Appendix A reflect the FY 2014 activity.

P	Commercial Service – Primary
CS	Commercial Service – Nonprimary
R	Reliever Airport
GA	General Aviation Airport

New airports planned to open beyond the 5-year period are not shown in Appendix A; however, any 5-year costs associated with the development of these airports are included in Table 8 and Table 9.

Enplaned — The number of revenue passengers that boarded aircraft at the airport during CY 2012 (FY 2014).

Based Aircraft — The number of aircraft hangared or based at the airport. Included in these counts are single engine, multiengine, jets, and helicopters as reported by the airport and verified by the N number registry. Not included in these totals are military aircraft, ultra-lights, gliders, and balloons.

Dev Estimate — The 5-year estimate of airport improvements that are eligible for Federal development grants under the AIP.

Note that costs associated with planning (master plans, regional and State system plans, and environmental studies) are not captured in the total. For the 5-year period covered by this report, planning costs total $364 million.

SASP — State Aviation System Plan. This term is used in the State Summary table.

Note: The development presented in these tables was largely compiled in 2013 with adjustments through February 2014.

Attachment: Application (RES-2022-657 : CDBG Housing Rehbilitation Program Income)

California

City	Airport	LocID	Owner-ship	Hub	Role	Service Level		Current Aircraft		2015-2019 Dev Estimate
						Current	Year 5	Enplaned	Based	
Alturas	Alturas Municipal	AAT	PU		Basic	GA	GA	0	12	$4,729,993
Apple Valley	Apple Valley	APV	PU		Regional	GA	GA	1	130	$1,999,243
Arcata/Eureka	Arcata	ACV	PU	N		P	P	61,705	8	$7,585,857
Atwater	Castle	MER	PU		Regional	CS	GA	4,790	82	$12,769,788
Auburn	Auburn Municipal	AUN	PU		Regional	GA	GA	0	210	$1,668,730
Bakersfield	Bakersfield Municipal	L45	PU		Local	GA	GA	0	83	$2,717,688
Bakersfield	Meadows Field	BFL	PU	N		P	P	152,456	219	$9,583,769
Banning	Banning Municipal	BNG	PU		Local	GA	GA	0	41	$2,966,667
Beckwourth	Nervino	O02	PU		Local	GA	GA	4	17	$2,493,600
Big Bear City	Big Bear City	L35	PU		Regional	GA	GA	0	110	$2,207,865
Bishop	Eastern Sierra Regional	BIH	PU		Local	GA	GA	0	43	$3,249,649
Blythe	Blythe	BLH	PU		Basic	GA	GA	0	7	$750,790
Boonville	Boonville	D83	PU		Basic	GA	GA	0	13	$804,444
Borrego Springs	Borrego Valley	L08	PU		Local	GA	GA	0	15	$6,383,685
Brawley	Brawley Municipal	BWC	PU		Local	GA	GA	0	65	$2,144,445
Bridgeport	Bryant Field	O57	PU		Unclassified	GA	GA	0	1	$0
Burbank	Bob Hope	BUR	PU	M		P	P	2,027,203	91	$38,392,465
Byron	Byron	C83	PU		Local	R	R	0	87	$1,420,139
Calexico	Calexico International	CXL	PU		Local	GA	GA	0	20	$7,788,509
California City	California City Municipal	L71	PU		Local	GA	GA	0	16	$1,651,462
Camarillo	Camarillo	CMA	PU		National	R	R	31	483	$3,290,058
Cameron Park	Cameron Airpark	O61	PU		Local	GA	GA	0	105	$0
Carlsbad	McClellan-Palomar	CRQ	PU	N		P	P	48,474	285	$3,612,484
Cedarville	Cedarville	O59	PU		Unclassified	GA	GA	0	4	$0
Chemehuevi Valley	Chemehuevi Valley	49X	NA		Basic	GA	GA	0	0	$2,894,445
Chester	Rogers Field	O05	PU		Basic	GA	GA	0	0	$3,586,000
Chico	Chico Municipal	CIC	PU	N		P	P	19,269	97	$8,733,568
Chino	Chino	CNO	PU		National	R	R	6	506	$3,429,732
Chowchilla	Chowchilla	2O6	PU		Basic	GA	GA	0	19	$678,842
Cloverdale	Cloverdale Municipal	O60	PU		Local	GA	GA	0	17	$1,389,134
Coalinga	New Coalinga Municipal	C80	PU		Local	GA	GA	3	9	$1,894,738
Columbia	Columbia	O22	PU		Regional	GA	GA	0	110	$1,417,778
Colusa	Colusa County	O08	PU		Local	GA	GA	0	38	$1,805,555
Compton	Compton/Woodley	CPM	PU		Local	R	R	0	172	$2,605,264
Concord	Buchanan Field	CCR	PU		National	R	R	67	399	$10,489,667
Corning	Corning Municipal	0O4	PU		Basic	GA	GA	0	17	$777,778
Corona	Corona Municipal	AJO	PU		Regional	GA	GA	0	217	$0
Covelo	Round Valley	O09	PU		Unclassified	GA	GA	0	6	$250,000
Crescent City	Jack McNamara Field	CEC	PU	N		P	P	12,547	26	$35,061,635
Daggett	Barstow-Daggett	DAG	PU		Local	GA	GA	5	12	$3,048,538
Davis	University	EDU	PU		Local	GA	GA	0	45	$2,413,222

Attachment: Application (RES-2022-657 : CDBG Housing Rehbilitation Program Income)

City	Airport	LocID	Owner-ship	Hub	Role	Service Level		Current Aircraft		2015-2019 Dev Estimate
						Current	Year 5	Enplaned	Based	
Davis/Woodland/ Winters	Yolo County	DWA	PU		Local	GA	GA	2	85	$2,125,750
Delano	Delano Municipal	DLO	PU		Local	GA	GA	0	15	$1,230,015
Dinsmore	Dinsmore	D63	PU		Unclassified	GA	GA	0	0	$0
Dorris	Butte Valley	A32	PU		Unclassified	GA	GA	0	1	$0
Dunsmuir	Dunsmuir Municipal – Mott	1O6	PU		Basic	GA	GA	0	7	$1,047,777
El Monte	El Monte	EMT	PU		Regional	R	R	0	248	$8,266,667
Eureka	Kneeland	O19	PU		Unclassified	GA	GA	0	0	$166,667
Eureka	Murray Field	EKA	PU		Regional	GA	GA	0	53	$1,088,414
Fall River Mills	Fall River Mills	O89	PU		Basic	GA	GA	0	10	$883,899
Fallbrook	Fallbrook Community Airpark	L18	PU		Local	GA	GA	0	102	$5,995,030
Firebaugh	Firebaugh	F34	PU		Basic	GA	GA	0	12	$1,115,585
Fort Jones	Scott Valley	A30	PU		Basic	GA	GA	0	19	$1,283,333
Fortuna	Rohnerville	FOT	PU		Local	GA	GA	0	11	$2,089,608
Franklin	Franklin Field	F72	PU		Basic	GA	GA	0	12	$1,099,999
Fresno	Fresno Chandler Executive	FCH	PU		Regional	R	R	76	125	$9,002,895
Fresno	Fresno Yosemite International	FAT	PU	S		P	P	640,350	148	$21,495,473
Fullerton	Fullerton Municipal	FUL	PU		Regional	R	R	0	263	$3,170,820
Garberville	Garberville	O16	PU		Basic	GA	GA	0	18	$3,335,556
Georgetown	Georgetown	E36	PU		Local	GA	GA	0	34	$1,952,778
Grass Valley	Nevada County Air Park	GOO	PU		Local	GA	GA	0	133	$2,640,556
Groveland	Pine Mountain Lake	E45	PU		Basic	GA	GA	0	25	$0
Gustine	Gustine	3O1	PU		Local	GA	GA	0	17	$1,333,333
Half Moon Bay	Half Moon Bay	HAF	PU		Local	R	R	0	32	$3,126,000
Hanford	Hanford Municipal	HJO	PU		Local	GA	GA	0	38	$1,611,111
Happy Camp	Happy Camp	36S	PU		Unclassified	GA	GA	0	0	$0
Hawthorne	Jack Northrop Field/ Hawthorne Municipal	HHR	PU		Regional	R	R	5	108	$3,866,579
Hayfork	Hayfork	F62	PU		Unclassified	GA	GA	0	5	$0
Hayward	Hayward Executive	HWD	PU		National	R	R	49	371	$8,634,266
Healdsburg	Healdsburg Municipal	HES	PU		Local	GA	GA	0	46	$2,598,434
Hemet	Hemet-Ryan	HMT	PU		Regional	GA	GA	0	63	$1,322,778
Hollister	Hollister Municipal	CVH	PU		Local	GA	GA	0	113	$8,124,652
Hoopa	Hoopa	O21	PU		Basic	GA	GA	0	1	$0
Imperial	Imperial County	IPL	PU		Regional	CS	CS	5,491	44	$8,769,379
Independence	Independence	2O7	PU		Unclassified	GA	GA	0	2	$0
Inyokern	Inyokern	IYK	PU		Regional	CS	CS	7,024	108	$4,183,816
Jackson	Westover Field Amador County	JAQ	PU		Local	GA	GA	0	119	$11,119,111
Kernville	Kern Valley	L05	PU		Basic	GA	GA	0	10	$1,442,807
King City	Mesa Del Rey	KIC	PU		Local	GA	GA	0	21	$1,272,222
La Verne	Brackett Field	POC	PU		Regional	R	R	0	227	$2,346,785
Lakeport	Lampson Field	1O2	PU		Local	GA	GA	0	59	$3,233,777

City	Airport	LocID	Owner-ship	Hub	Role	Service Level		Current Aircraft		2015-2019 Dev Estimate
						Current	Year 5	Enplaned	Based	
Lancaster	General Wm J Fox Airfield	WJF	PU		Regional	GA	GA	0	154	$1,966,667
Lee Vining	Lee Vining	O24	PU		Unclassified	GA	GA	0	1	$0
Lincoln	Lincoln Regional/ Karl Harder Field	LHM	PU		Regional	R	R	6	193	$750,000
Littleriver	Little River	LLR	PU		Local	GA	GA	0	19	$2,705,556
Livermore	Livermore Municipal	LVK	PU		Regional	R	R	44	467	$2,083,333
Lompoc	Lompoc	LPC	PU		Local	GA	GA	0	50	$4,060,818
Lone Pine	Lone Pine	O26	PU		Basic	GA	GA	0	5	$3,227,223
Long Beach	Long Beach / Daugherty Field	LGB	PU	S		P	P	1,554,846	435	$22,805,087
Los Angeles	Los Angeles International	LAX	PU	L		P	P	31,326,268	2	$272,269,764
Los Angeles	Whiteman	WHP	PU		Regional	R	R	0	506	$5,782,457
Los Banos	Los Banos Municipal	LSN	PU		Local	GA	GA	0	16	$2,345,906
Lost Hills	Lost Hills-Kern County	L84	PU		Unclassified	GA	GA	0	0	$0
Madera	Madera Municipal	MAE	PU		Regional	GA	GA	8	77	$4,721,609
Mammoth Lakes	Mammoth Yosemite	MMH	PU	N		P	P	27,495	7	$24,558,461
Marina	Marina Municipal	OAR	PU		Local	GA	GA	0	19	$3,464,912
Mariposa	Mariposa-Yosemite	MPI	PU		Local	GA	GA	0	28	$5,423,683
Marysville	Yuba County	MYV	PU		Regional	GA	GA	0	64	$3,905,557
Mendota	William Robert Johnston Municipal	M90	PU		Unclassified	GA	GA	0	0	$0
Merced	Merced Regional/ Macready Field	MCE	PU		Local	CS	CS	3,724	80	$5,540,000
Modesto	Modesto City County - Harry Sham Field	MOD	PU	N		P	P	14,741	184	$12,380,907
Mojave	Mojave	MHV	PU		Regional	GA	GA	10	150	$5,853,978
Montague	Siskiyou County	SIY	PU		Local	GA	GA	7	20	$2,726,111
Monterey	Monterey Regional	MRY	PU	N		P	P	196,268	136	$27,605,840
Murrieta/Temecula	French Valley	F70	PU		Regional	GA	GA	5	201	$754,562
Napa	Napa County	APC	PU		National	R	R	238	185	$2,681,455
Needles	Needles	EED	PU		Basic	GA	GA	0	10	$928,518
Novato	Gnoss Field	DVO	PU		Regional	R	R	0	182	$13,900,275
Oakdale	Oakdale	O27	PU		Local	GA	GA	0	66	$755,000
Oakland	Metropolitan Oakland International	OAK	PU	M		P	P	4,926,683	238	$87,262,999
Oceano	Oceano County	L52	PU		Local	GA	GA	0	20	$3,573,566
Oceanside	Oceanside Municipal	OKB	PU		Local	GA	GA	0	57	$2,598,596
Ontario	Ontario International	ONT	PU	M		P	P	2,142,393	19	$45,051,946
Orland	Haigh Field	O37	PU		Local	GA	GA	0	43	$1,115,555
Oroville	Oroville Municipal	OVE	PU		Local	GA	GA	2	64	$1,430,811
Oxnard	Oxnard	OXR	PU		Regional	GA	GA	19	157	$10,774,890
Palm Springs	Jacqueline Cochran Regional	TRM	PU		Regional	GA	GA	99	46	$753,334
Palm Springs	Palm Springs International	PSP	PU	S		P	P	867,720	81	$21,902,900
Palmdale	Palmdale USAF Plant 42	PMD	MA		Unclassified	GA	GA	0	0	$0

Attachment: Application (RES-2022-657 : CDBG Housing Rehbilitation Program Income)

City	Airport	LocID	Owner-ship	Hub	Role	Service Level		Current Aircraft		2015-2019 Dev Estimate
						Current	Year 5	Enplaned	Based	
Palo Alto	Palo Alto Airport of Santa Clara County	PAO	PU		Regional	R	R	0	207	$856,000
Paso Robles	Paso Robles Municipal	PRB	PU		Regional	GA	GA	18	156	$4,755,356
Petaluma	Petaluma Municipal	O69	PU		Regional	R	R	0	180	$5,914,222
Placerville	Placerville	PVF	PU		Local	GA	GA	0	128	$1,653,000
Porterville	Porterville Municipal	PTV	PU		Local	GA	GA	0	81	$3,072,222
Quincy	Gansner Field	2O1	PU		Local	GA	GA	0	28	$918,000
Ramona	Ramona	RNM	PU		Regional	R	R	0	158	$6,230,673
Rancho Murieta	Rancho Murieta	RIU	PR		Local	GA	GA	0	42	$0
Red Bluff	Red Bluff Municipal	RBL	PU		Local	GA	GA	0	120	$1,166,666
Redding	Benton Field	O85	PU		Local	GA	GA	0	87	$822,223
Redding	Redding Municipal	RDD	PU	N		P	P	29,175	218	$4,064,638
Redlands	Redlands Municipal	REI	PU		Regional	GA	GA	0	154	$1,069,045
Reedley	Reedley Municipal	O32	PU		Local	GA	GA	0	48	$2,240,472
Rialto	Rialto Municipal / Miro Field	L67	PU		Local	R	R	0	250	$0
Rio Vista	Rio Vista Municipal	O88	PU		Local	GA	GA	0	48	$907,939
Riverside	March ARB	RIV	MA		National	R	R	16,970	0	$3,863,333
Riverside	Riverside Municipal	RAL	PU		Regional	R	R	4	197	$4,806,229
Ruth	Ruth	T42	PU		Basic	GA	GA	0	5	$909,491
Sacramento	McClellan Airfield	MCC	PU		Regional	GA	GA	55	111	$0
Sacramento	Sacramento Executive	SAC	PU		Regional	R	R	35	346	$4,297,778
Sacramento	Sacramento International	SMF	PU	M		P	P	4,357,899	9	$36,681,444
Sacramento	Sacramento Mather	MHR	PU		Local	R	R	276	27	$1,705,556
Salinas	Salinas Municipal	SNS	PU		Regional	GA	GA	1,800	196	$17,057,777
San Andreas	Calaveras County - Maury Rasmussen Field	CPU	PU		Local	GA	GA	0	51	$824,562
San Bernardino	San Bernardino International	SBD	PU		Regional	R	R	30	18	$9,716,667
San Carlos	San Carlos	SQL	PU		Regional	R	R	0	329	$1,977,500
San Diego	Brown Field Municipal	SDM	PU		Regional	R	R	172	163	$10,133,146
San Diego	Montgomery Field	MYF	PU		Regional	R	R	2	495	$6,569,395
San Diego	San Diego International	SAN	PU	L		P	P	8,686,621	6	$60,870,096
San Diego/El Cajon	Gillespie Field	SEE	PU		National	R	R	33	779	$22,474,619
San Francisco	San Francisco International	SFO	PU	L		P	P	21,284,236	10	$83,913,218
San Jose	Norman Y. Mineta San Jose International	SJC	PU	M		P	P	4,077,654	123	$35,813,432
San Jose	Reid-Hillview of Santa Clara County	RHV	PU		Regional	R	R	0	287	$610,000
San Luis Obispo	San Luis County Regional	SBP	PU	N		P	P	127,336	272	$35,674,345
San Martin	South County Airport of Santa Clara County	E16	PU		Local	R	R	0	73	$560,000
Santa Ana	John Wayne Airport - Orange County	SNA	PU	M		P	P	4,381,172	466	$26,805,171
Santa Barbara	Santa Barbara Municipal	SBA	PU	S		P	P	370,600	202	$16,430,935

Attachment: Application (RES-2022-657 : CDBG Housing Rehbilitation Program Income)

City	Airport	LocID	Owner-ship	Hub	Role	Service Level		Current Aircraft		2015-2019 Dev Estimate
						Current	Year 5	Enplaned	Based	
Santa Maria	Santa Maria Public/Capt G Allan Hancock Field	SMX	PU	N		P	P	44,737	233	$6,272,632
Santa Monica	Santa Monica Municipal	SMO	PU		Regional	R	R	540	266	$750,000
Santa Rosa	Charles M. Schulz - Sonoma County	STS	PU	N		P	P	105,728	312	$17,867,995
Santa Ynez	Santa Ynez	IZA	PU		Regional	GA	GA	0	96	$2,695,809
Shafter	Shafter-Minter Field	MIT	PU		Local	GA	GA	0	106	$1,443,051
Shelter Cove	Shelter Cove	0Q5	PU		Unclassified	GA	GA	0	0	$0
South Lake Tahoe	Lake Tahoe	TVL	PU		Local	GA	GA	25	27	$6,317,191
Stockton	Stockton Metropolitan	SCK	PU	N		P	P	63,149	166	$7,154,793
Susanville	Susanville Municipal	SVE	PU		Local	GA	GA	0	42	$2,815,000
Taft	Taft-Kern County	L17	PU		Local	GA	GA	2	17	$0
Tehachapi	Tehachapi Municipal	TSP	PU		Local	GA	GA	0	98	$3,511,714
Torrance	Zamperini Field	TOA	PU		Regional	R	R	51	497	$0
Tracy	Tracy Municipal	TCY	PU		Local	GA	GA	0	97	$8,743,428
Trinity Center	Trinity Center	O86	PU		Local	GA	GA	0	16	$837,105
Trona	Trona	L72	PU		Local	GA	GA	0	16	$0
Truckee	Truckee-Tahoe	TRK	PU		Regional	GA	GA	75	122	$5,013,332
Tulare	Mefford Field	TLR	PU		Local	GA	GA	0	45	$1,649,122
Tulelake	Tulelake Municipal	O81	PU		Basic	GA	GA	5	7	$2,016,001
Turlock	Turlock Municipal	O15	PU		Local	GA	GA	0	48	$3,050,000
Twentynine Palms	Twentynine Palms	TNP	PU		Basic	GA	GA	0	9	$763,158
Ukiah	Ukiah Municipal	UKI	PU		Local	GA	GA	0	75	$2,333,789
Upland	Cable	CCB	PR		Regional	R	R	0	101	$8,319,527
Vacaville	Nut Tree	VCB	PU		Regional	GA	GA	0	185	$3,565,789
Van Nuys	Van Nuys	VNY	PU		National	R	R	6,058	594	$7,629,825
Victorville	Southern California Logistics	VCV	PU		National	R	R	26,423	117	$7,894,873
Visalia	Sequoia Field	D86	PU		Basic	GA	GA	0	9	$373,334
Visalia	Visalia Municipal	VIS	PU		Regional	CS	CS	3,354	160	$8,923,683
Wasco	Wasco-Kern County	L19	PU		Unclassified	GA	GA	0	7	$0
Watsonville	Watsonville Municipal	WVI	PU		Regional	GA	GA	0	395	$1,950,012
Weaverville	Lonnie Pool Field/Weaverville	O54	PU		Unclassified	GA	GA	0	7	$0
Weed	Weed	O46	PU		Local	GA	GA	2	15	$844,332
Willits	Ells Field – Willits Municipal	O28	PU		Basic	GA	GA	0	18	$2,125,368
Willows	Willows-Glenn County	WLW	PU		Local	GA	GA	0	42	$963,555
Woodlake	Woodlake	O42	PU		Local	GA	GA	0	19	$5,910,789
Yuba City	Sutter County	O52	PU		Local	GA	GA	0	73	$1,036,110

Attachment: Application (RES-2022-657 : CDBG Housing Rehbilitation Program Income)

CALIFORNIA ADVISORY PLANNING HANDBOOK
MILITARY INSTALLATIONS

Table A-3 - Major California Military Installations by County

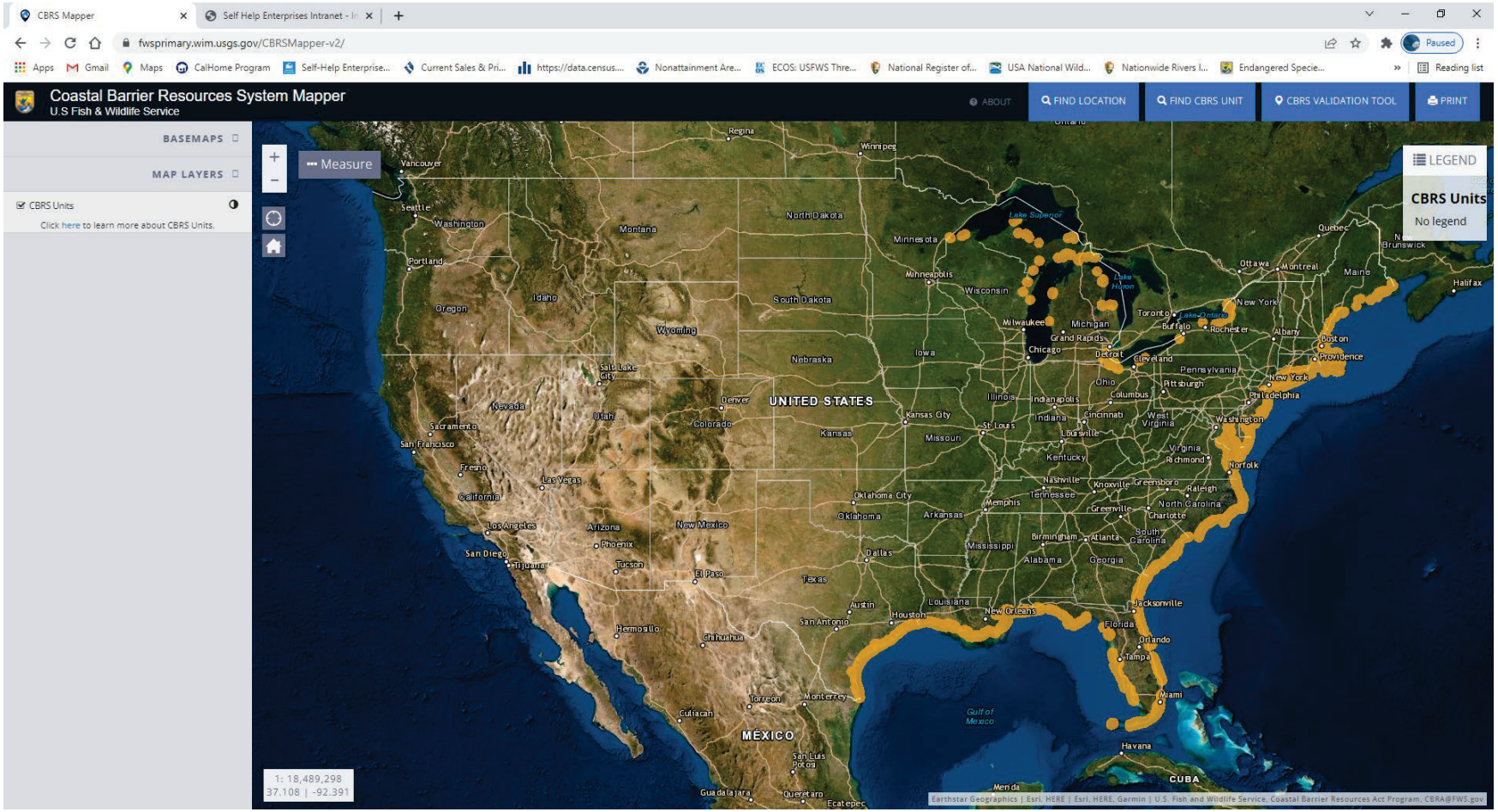
Cat.*	Installation Name	Service	Component	Nearest City	County	Zip Code	Point of Contact	Phone Number
2	Hayward Municipal Airport Air National Guard Base	Air Force	Nat'l Guard	Hayward	Alameda	94545	Public Affairs	(510)264-5600
3	Navy-Marine Corps Reserve Center Alameda	Navy/USMC	Reserve	Alameda	Alameda	94501	Commanding Officer	(800)748-3224
3	Oakland Army ROA/Army Medical Surveillance Activity 85	Army	Reserve	Oakland	Alameda	94626	Public Affairs	(510)238-3427
1	Parks Reserve Forces Training Area	Army	Reserve	Dublin	Alameda	94568	Public Affairs	(925)875-4636
3	Air Force Reserve Center Concord	Air Force	Reserve	Concord	Contra Costa	94519	Public Affairs	(707)424-3111
3	Naval Weapons Station Concord Detachment	Navy	Active	Concord	Contra Costa	94519	Dir. Enviro Programs	(925)685-0068
2	Fresno Yosemite Int'l Air National Guard Base	Air Force	Nat'l Guard	Fresno	Fresno	93727	Community Affairs	(559)454-5282
3	Marine Corps Reserve Center Fresno	USMC	Reserve	Fresno	Fresno	93737	Inspector-Instructor	(559)294-1095
3	Chocolate Mountain Aerial Gunnery Range	USMC	Active	El Centro	Imperial	92243	MCAS Yuma Sched	(928)269-2214
1	Naval Air Facility El Centro	Navy	Active	El Centro	Imperial	92243	Environmental Affairs	(760)339-2282
3	Portions of Bob Stump Training Complex	USMC	Active	El Centro	Imperial	92243	MCAS Yuma Sched	(928)269-2214
3	Marine Corps Reserve Center Bakersfield	USMC	Reserve	Bakersfield	Kern	93301	Inspector-Instructor	(661)325-2797
3	Marine Corps Reserve Center Edwards AFB	USMC	Reserve	Lancaster	Kern	93301	Commanding Officer	(661)275-3441
1	Naval Air Weapons Station China Lake	Navy	Active	Ridgecrest	Kern	93555	Environmental Affairs	(760)939-3213
1	Edwards Air Force Base	Air Force	Active	various	Kern, Los Angeles, San Bernardino	various	Environmental Mgmt	(661)277-2412
1	Naval Air Station Lemoore	Navy	Active	Lemoore	Kings	93246	Public Affairs	(559)998-3394
3	Naval Reserve Center Lemoore	Navy	Reserve	Lemoore	Kings	93246	Commanding Officer	(866)799-4344
1	Sierra Army Depot	Army	Active	Herlong	Lassen	96113	Public Affairs	(530)827-4343
1	Los Angeles Air Force Base	Air Force	Active	El Segundo	Los Angeles	90245	Community Relations	(310)363-2055
3	Marine Corps Reserve Center Pasadena	USMC	Reserve	Pasadena	Los Angeles	91107	Inspector-Instructor	(626)389-0295
3	Marine Corps Reserve Center Pico Rivera	USMC	Reserve	Pico Rivera	Los Angeles	90660	Inspector-Instructor	(562)695-1981
3	Navy-Marine Corps Reserve Center Encino	Navy	Reserve	Encino	Los Angeles	91316	Commanding Officer	(800)511-6389
3	Navy-Marine Corps Reserve Center Los Angeles	Navy/USMC	Reserve	Long Beach	Los Angeles	90731	Commanding Officer	(866)534-8205
2	Production Flight Test Installation AF Plant 42	Air Force	Active	Palmdale	Los Angeles	93550	Public Affairs	(661)277-3510
3	Sepulveda National Guard Station	Air Force	Nat'l Guard	Van Nuys	Los Angeles	91406	Public Affairs	(818)909-2300
1	Marine Corps Mountain Warfare Training Center	USMC	Active	Bridgeport	Mono	93517	Executive Officer	(760)932-6302
1	Fort Hunter Liggett	Army	Reserve	King City	Monterey	93928	Public Affairs	(831)386-2805
2	Naval Postgraduate School	Navy	Active	Monterey	Monterey	93943	Public Affairs	(831)656-3949
2	Presidio of Monterey/Defense Language Institute	Army	Active	Monterey	Monterey	93944	Community Relations	(831)242-5429
3	Silas B. Hays Defense Finance and Accounting Service Center	DoD	Active	Seaside	Monterey	93944	Director	(831)583-5005
1	Joint Forces Training Base Los Alamitos	Army	Nat'l Guard	Los Alamitos	Orange	90720	Commanding Officer	(562)795-2090
3	Marine Corps Reserve Center Los Alamitos	USMC	Reserve	Los Alamitos	Orange	90720	Inspector-Instructor	(562)795-2350

*Categories
0 = Area Commands; Multi-Site Locations fall under its Command
1 = Military Operations, Training, or Testing Installation
2 = Military Support Activity (Installation)
3 = Military Support Activity (Non-Installation)

EXHIBIT 2

Coastal Barrier Resources

Coastal Barrier Resources



Date: 8/29/2022
Source: https://fwsprimary.wim.usgs.gov/CBRSMapper-v2/

Attachment: Application (RES-2022-657 : CDBG Housing Rehbilitation Program Income)

EXHIBIT 3

FLOOD INSURANCE

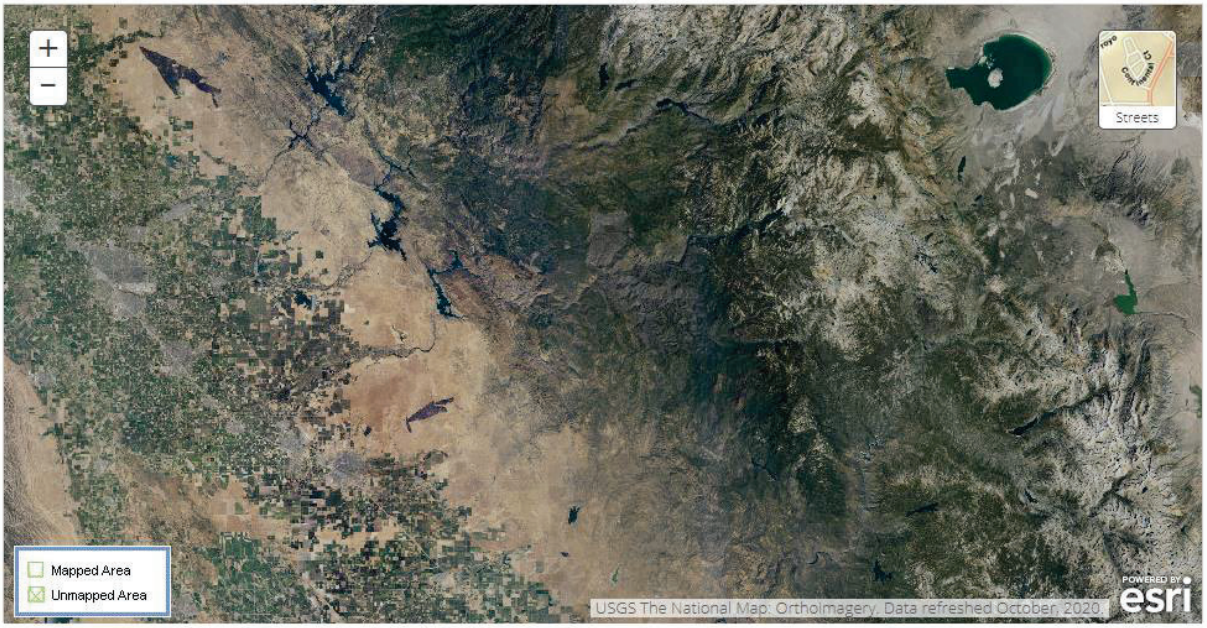
Enter an address, place, or coordinates:

County of mariposa

Search

Whether you are in a high risk zone or not, you may need flood insurance because most homeowners insurance doesn't cover flood damage. If you live in an area with low or moderate flood risk, you are 5 times more likely to experience flood than a fire in your home over the next 30 years. For many, a National Flood Insurance Program's flood insurance policy could cost less than $400 per year. Call your insurance agent today and protect what you've built.

Learn more about steps you can take to reduce flood risk damage.



Source:
https://msc.fema.gov/portal/search?AddressQuery=County%20of%20mariposa#searchresultsanchor

EXHIBIT 4

COASTAL ZONES

ELECTRONIC LEGAL MATERIAL

Attachment: Application (RES-2022-657 : CDBG Housing Rehbilitation Program Income)

State of California

PUBLIC RESOURCES CODE

Section 30103

30103. (a) "Coastal zone" means that land and water area of the State of California from the Oregon border to the border of the Republic of Mexico, specified on the maps identified and set forth in Section 17 of Chapter 1330 of the Statutes of 1976, extending seaward to the state's outer limit of jurisdiction, including all offshore islands, and extending inland generally 1,000 yards from the mean high tide line of the sea. In significant coastal estuarine, habitat, and recreational areas it extends inland to the first major ridgeline paralleling the sea or five miles from the mean high tide line of the sea, whichever is less, and in developed urban areas the zone generally extends inland less than 1,000 yards. The coastal zone does not include the area of jurisdiction of the San Francisco Bay Conservation and Development Commission, established pursuant to Title 7.2 (commencing with Section 66600) of the Government Code, nor any area contiguous thereto, including any river, stream, tributary, creek, or flood control or drainage channel flowing into such area.

(b) The commission shall, within 60 days after its first meeting, prepare and adopt a detailed map, on a scale of one inch equals 24,000 inches for the coastal zone and shall file a copy of the map with the county clerk of each coastal county. The purpose of this provision is to provide greater detail than is provided by the maps identified in Section 17 of Chapter 1330 of the Statutes of 1976. The commission may adjust the inland boundary of the coastal zone the minimum landward distance necessary up to a maximum of 100 yards except as otherwise provided in this subdivision, or the minimum distance seaward necessary up to a maximum of 200 yards, to avoid bisecting any single lot or parcel or to conform it to readily identifiable natural or manmade features. Where a landward adjustment is requested by the local government and agreed to by the property owner, the maximum distance shall be 200 yards.

(Amended by Stats. 2015, Ch. 303, Sec. 434. (AB 731) Effective January 1, 2016.)

Attachment: Application (RES-2022-657 : CDBG Housing Rehbilitation Program Income)

Attachment: Application (RES-2022-657 : CDBG Housing Rehbilitation Program Income)

EXHIBIT 5

FARMLAND PROTECTION

INFORMATION
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deep, during part of each year the conductivity of the saturation extract is less than 4 mmhos/cm and the exchangeable sodium percentage (ESP) is less than 15; and,

(vi) The soils are not flooded frequently during the growing season (less often than once in 2 years); and,

(vii) The product of K (erodibility factor) × percent slope is less than 2.0, and the product of I (soils erodibility) × C (climatic factor) does not exceed 60; and

(viii) The soils have a permeability rate of at least 0.06 inch (0.15 cm) per hour in the upper 20 inches (50 cm) and the mean annual soil temperature at a depth of 20 inches (50 cm) is less than 59 °F (15 °C); the permeability rate is not a limiting factor if the mean annual soil temperature is 59 °F (15 °C) or higher; and,

(ix) Less than 10 percent of the surface layer (upper 6 inches) in these soils consists of rock fragments coarser than 3 inches (7.6 cm).

(b) *Unique farmland*—(1) *General.* Unique farmland is land other than prime farmland that is used for the production of specific high value food and fiber crops. It has the special combination of soil quality, location, growing season, and moisture supply needed to economically produce sustained high quality and/or high yields of a specific crop when treated and managed according to acceptable farming methods. Examples of such crops are citrus, tree nuts, olives, cranberries, fruit, and vegetables.

(2) *Specific characteristics of unique farmland.* (i) Is used for a specific high-value food or fiber crop; (ii) Has a moisture supply that is adequate for the specific crop; the supply is from stored moisture, precipitation, or a developed-irrigation system; (iii) Combines favorable factors of soil quality, growing season, temperature, humidity, air drainage, elevation, aspect, or other conditions, such a nearness to market, that favor the growth of a specific food or fiber crop.

(c) *Additional farmland of statewide importance.* This is land, in addition to prime and unique farmlands, that is of statewide importance for the production of food, feed, fiber, forage, and oil seed crops. Criteria for defining and delineating this land are to be determined by the appropriate State agency or agencies. Generally, additional farmlands of statewide importance include those that are nearly prime farmland and that economically produce high yields of crops when treated and managed according to acceptable farming methods. Some may produce as high a yield as prime farmlands if conditions are favorable. In some States, additonal farmlands of statewide importance may include tracts of land that have been designated for agriculture by State law.

(d) *Additional farmland of local importance.* In some local areas there is concern for certain additional farmlands for the production of food, feed, fiber, forage, and oilseed crops, even though these lands are not identified as having national or statewide importance. Where appropriate, these lands are to be identified by the local agency or agencies concerned. In places, additional farmlands of local importance may include tracts of land that have been designated for agriculture by local ordinance.

PART 658—FARMLAND PROTECTION POLICY ACT

Sec.

658.1 Purpose.
658.2 Definitions.
658.3 Applicability and exemptions.
658.4 Guidelines for use of criteria.
658.5 Criteria.
658.6 Technical assistance.
658.7 USDA assistance with Federal agencies' reviews of policies and procedures.

AUTHORITY: 7 U.S.C. 4201–4209.

SOURCE: 49 FR 27724, July 5, 1984, unless otherwise noted.

§658.1 Purpose.

This part sets out the criteria developed by the Secretary of Agriculture, in cooperation with other Federal agencies, pursuant to section 1541(a) of the Farmland Protection Policy Act (FPPA or the Act) 7 U.S.C. 4202(a). As required by section 1541(b) of the Act, 7 U.S.C. 4202(b), Federal agencies are (a) to use the criteria to identify and take into account the adverse effects of their programs on the preservation of farmland, (b) to consider alternative

H.4.c

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actions, as appropriate, that could lessen adverse effects, and (c) to ensure that their programs, to the extent practicable, are compatible with State and units of local government and private programs and policies to protect farmland. Guidelines to assist agencies in using the criteria are included in this part. The Department of Agriculture (hereinafter USDA) may make available to States, units of local government, individuals, organizations, and other units of the Federal Government, information useful in restoring, maintaining, and improving the quantity and quality of farmland.

§ 658.2 Definitions.

(a) *Farmland* means prime or unique farmlands as defined in section 1540(c)(1) of the Act or farmland that is determined by the appropriate state or unit of local government agency or agencies with concurrence of the Secretary to be farmland of statewide of local importance. "Farmland" does not include land already in or committed to urban development or water storage. Farmland "already in" urban development or water storage includes all such land with a density of 30 structures per 40-acre area. Farmland already in urban development also includes lands identified as "urbanized area" (UA) on the Census Bureau Map, or as urban area mapped with a "tint overprint" on the USGS topographical maps, or as "urban-built-up" on the USDA Important Farmland Maps. Areas shown as white on the USDA Important Farmland Maps are not "farmland" and, therefore, are not subject to the Act. Farmland "committed to urban development or water storage" includes all such land that receives a combined score of 160 points or less from the land evaluation and site assessment criteria.

(b) *Federal agency* means a department, agency, independent commission, or other unit of the Federal Government.

(c) *Federal program* means those activities or responsibilities of a Federal agency that involve undertaking, financing, or assisting construction or improvement projects or acquiring, managing, or disposing of Federal lands and facilities.

(1) The term "Federal program" does not include:

(i) Federal permitting, licensing, or rate approval programs for activities on private or non-Federal lands; and

(ii) Construction or improvement projects that were beyond the planning stage and were in either the active design or construction state on August 4, 1984.

(2) For the purposes of this section, a project is considered to be "beyond the planning stage and in either the active design or construction state on August 4, 1984" if, on or before that date, actual construction of the project had commenced or:

(i) Acquisition of land or easements for the project had occurred or all required Federal agency planning documents and steps were completed and accepted, endorsed, or approved by the appropriate agency;

(ii) A final environmental impact statement was filed with the Environmental Protection Agency or an environmental assessment was completed and a finding of no significant impact was executed by the appropriate agency official; and

(iii) The engineering or architectural design had begun or such services had been secured by contract. The phrase "undertaking, financing, or assisting construction or improvement projects" includes providing loan guarantees or loan insurance for such projects and includes the acquisition, management and disposal of land or facilities that a Federal agency obtains as the result of foreclosure or other actions taken under a loan or other financial assistance provided by the agency directly and specifically for that property. For the purposes of this section, the phrase "acquiring, managing, or disposing of Federal lands and facilities" refers to lands and facilities that are acquired, managed, or used by a Federal agency specifically in support of a Federal activity or program, such as national parks, national forests, or military bases, and does not refer to lands and facilities that are acquired by a Federal agency as the incidental result of actions by the agency that give the agency temporary custody or ownership of the lands or facilities, such as

EXHIBIT 6

NOISE ABATEMENT

Alexis Costales

From: Toal, Stanley W <Stanley.W.Toal@hud.gov>
Sent: Tuesday, December 17, 2019 7:32 AM
To: Alexis Costales
Subject: RE: Technical Assistance- Noise Abatement

My pleasure -

Here is the recap of our discussion:

Historically (i.e., ca 1977), HUD defined substantial rehabilitation to mean any rehabilitation effort that extends the time of habilitation twenty or more years. HUD changed this to major or substantial rehabilitation and modernization as being any project where cost is 75 percent or more of the replacement cost. Now, the criteria contained in the individual program guidance applies. This defaults to 24 CFR Part 58 [see § 58.35(a)(3)(ii)(C)] which states ... The estimated cost of rehabilitation is less than 75 percent of the total estimated cost of replacement after rehabilitation. HUD's current guidance further provides: For Major or Substantial Rehabilitation, calculate noise using HUD standards or online tool. You describe the proposed scope of the work for the residence to be a modernization project. As such, HUD's current guidance provides that noise calculation is not required. HUD or the RE determines need based on their evaluation of the project. This means the reviewer should account for the cost or feasibility of providing attenuation (external and internal to the building) along with the consideration of other program objectives. It is apparent that the residence would most probably fall within the Acceptable noise zone – not exceeding 65dB - based on the maps and a preliminary evaluation using the online tool and reasonable assumptions [i.e., outside the 60dB noise contour of the airfield, best estimate of the rail traffic provided by the DEIR or GP, and best estimate of the ADT along N Winton Way based on either the Walnut Ave historical and adjusted or by the likelihood of the ADT to exceed thresholds for either Normally Unacceptable or Unacceptable site - per our discussion]. The preliminary evaluation detail does not need to be documented in the compliance determination but should be retained in the ERR. HUD encourages attenuation measures to achieve the interior noise goal of 45dB to be employed where feasible. Based on the scope, the sponsor is providing such attenuation measures. I hope this was of assistance and please do not hesitate to contact me for clarification or further assistance.

Best, Stan

Stanley W. Toal
Environmental Protection Specialist
CGA - Arizona
Serving: Arizona and Northern California (por)

U.S. Department of Housing and Urban Development | Region IX Office of Environment and Energy One Sansome Street, Suite 1200 San Francisco, California 94104-4430
P: 415-489-6668
Office Hours: Monday - Thursday

HUD's Environmental Review Website (latest formats, guidance, materials, HEROS): https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fwww.hudexchange.info%2fprograms%2fenvironmental-review%2f&c=E,1,PyFMNyrGOMwPxMNW2ch8FehNdCtNnwImDGi-zW6y0MenhTIDsGBBZuUcR_6jYgLQC92qcIO6P7Wp2o9wYtMGOnK1_C-adX7vjM7UzSoN_B8d5viXSA,,&typo=1

---Original Message---
From: Alexis Costales <alexisc@selfhelpenterprises.org>
Sent: Monday, December 16, 2019 5:31 PM
To: Toal, Stanley W <Stanley.W.Toal@hud.gov>
Subject: RE: Technical Assistance- Noise Abatement

Hello Stan,

Thank you again for taking time to discuss the noise abatement factor and how to estimate noise level using available data.

I'll save the traffic and noise level data for Merced County, and include the regulation information on "substantial rehabilitation" you will send as reference for this particular environmental review.

Alexis Costales
Administrative Analyst
Self-Help Enterprises

8445 W. Elowin Court
P.O. Box 6520
Visalia, CA 93290

Tel: 559-802-1587
Email: alexisc@selfhelpenterprises.org
https://linkprotect.cudasvc.com/url?a=http%3a%2f%2fwww.selfhelpenterprises.org&c=E,1,WwirN2HHz0F1K92GA7L00JPqTn8AjeplsSXD3T7g7tbuQn_mrVsQ7EH3yMcR3d3OkheBc3Hal5yAOVON94i-s8V-SKDS3GO7EDgoF1q3KtKnYfzuf5I380YmDw,,&typo=1

A Nonprofit Housing and Community Development Organization

-----Original Message-----
From: Toal, Stanley W <Stanley.W.Toal@hud.gov>
Sent: Monday, December 16, 2019 3:43 PM
To: Alexis Costales <alexisc@selfhelpenterprises.org>
Subject: RE: Technical Assistance- Noise Abatement

FYI - Noise

-----Original Message-----
From: Alexis Costales <alexisc@selfhelpenterprises.org>
Sent: Monday, December 16, 2019 10:36 AM
To: Toal, Stanley W <Stanley.W.Toal@hud.gov>
Subject: RE: Technical Assistance- Noise Abatement

Good morning Stan,

Thank you for your follow up.

EXHIBIT 7

WILD & SCENIC RIVERS

&

ENVIRONMENTAL

JUSTICE

Attachment: Application (RES-2022-657 : CDBG Housing Rehbilitation Program Income)

Andrea Barnier

From: Carter, Zach R <Zach.R.Carter@hud.gov>
Sent: Monday, February 03, 2014 4:47 PM
To: Karen Sauceda
Cc: Andrea Barnier
Subject: RE: Environmental Review Documentation
Attachments: ESA-v2-Pt_58.pptx

Karen,

Thanks for checking back in on this question. Although HUD's guidance no longer has the blanket exception for rehab/reconstruction for these factors, there are only very limited cases where the factors would apply to such activities.

Wild and Scenic Rivers protections only apply to "water resources projects." So the factor would only apply if your rehabilitation activity included work that "could affect the free-flowing condition of a wild and scenic river," such as construction of a dam, a water diversion project, bridges, roadway construction or roadway reconstruction, boat ramps, or an activity that requires a Section 404 permit from the Army Corps of Engineers, the Wild and Scenic Rivers Act would not apply. As long as the rehab/reconstruction doesn't involve this kind of work, you can simply note on the environmental review that the activity is "Not a water resources project," and move on.

Environmental justice applies only to HUD activities where there is a potential adverse environmental effect that is disproportionately distributed to a low income or minority population. If there are no adverse environmental effects related to your rehab project, this factor would not apply. You could simply note, "The activity does not involve unresolved adverse environmental effects." You should almost always be able to make this determination, because if there are adverse effects (e.g., toxics in the form of airborne pollution from an adjacent roadway), the other related laws and authorities would require you to mitigate these effects in order to fund the project (i.e., per the HUD standard that all property proposed for use in HUD programs must be free of toxic materials). If you encounter a rehabilitation or reconstruction project where all related laws are successfully addressed, but there is still an adverse environmental impact and therefore a potential environmental justice issue, please contact me to discuss the project specifically.

Endangered Species: The first step in the endangered species analysis is whether your project has, by nature, the potential to affect endangered species if they were present on the site. If the activity involves rehabilitation without expansion of the home, or reconstruction without reconfiguration of the footprint on the site, and does not involve installation of new infrastructure (new water or sewer pipes, new roads, etc.), then you can reasonably determine that the activity by its nature is not one that would affect endangered species or their critical habitat. However, if the activity involves expansion of the home, reconstruction with a different configuration, or installation of new infrastructure, then you would need to move to the next step of the analysis, to determine whether there could be any protected species or critical habitat present onsite. I'm attaching a powerpoint presentation composed by one of my Region IX colleagues which explains the process in detail. Slides 14-17 in particular may be helpful.

I hope that clarifies the general approach for analyzing these factors with regard to single family rehabilitation or reconstruction. As indicated by the fact that our old guidance contained a blanket exception for these factors in single family rehab projects, they would very rarely apply to such activities. However, the change in the guidance is indicative of the fact that in rare cases they might apply, so you should be aware of those rare cases in undertaking these environmental reviews as responsible entity. Hopefully the info above will help in making your determinations for these factors as sustainable as possible.

Best,

Application & Activity Requirements

Gap funding and duplication of benefits CDBG is intended to provide stop-gap funding for crucial Infrastructure, public safety, housing, and social service projects. CDBG funds may not be obligated to Activities that are documented to already have sufficient funding for the Activity as described, or that have identified multiple funding sources for the same costs, resulting in a duplication of benefits and overfunding of the Activity. CDBG funds must be “but-for” funding for every Activity and may not be used to supplant local or state resources. CDBG grant funds cannot be used to replace funds that have been budgeted and/or expended from another funding source for the same Activity. Pre-agreement costs are eligible provided that the initial funding for those costs is identified as a temporary funding source (such as a loan from a local fund wherein the loan is float funding the CDBG Activity pre-agreement costs but must be repaid so that the temporary loaned funds may be used as originally intended) and that the costs are budgeted to be part of the CDBG Activity.

Do you have 100% of funds necessary to complete the activity?

No

Please explain the how the activity will be completed without full funding:

Should CDBG Program Income not be received the program will not be feasible.

Good standing The Applicant, and any Co-Applicant, together with all respective affiliates, must be in good standing with the Department (i.e., are current on all loan and/or grant obligations, have a satisfactory past performance history in all their prior dealings with the Department and are in full compliance with all Department contracts and reporting

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requirements). Applicants not meeting the foregoing requirements shall be ineligible to apply for or receive funding under this NOFA.

Are you in compliance with all existing HCD award agreements?

Yes

Have funds due to the state for repayment of non-compliance items have been repaid? Or have you entered into a satisfactory repayment agreement, and payments are current?

N/A (no funds due for re-payment)

Do you have any overdue semi-annual or annual grant reports?

No

Have any Department of Housing and Community Development monitoring findings been resolved or is there an approved remediation plan in effect? If you have not been monitored in the last five years, select N/A. If you are unsure if your prior findings have been resolved please contact your program representative.

Are all HCD Monitoring Findings Cleared or in Remediation?

Modification of Activities - Applicants must provide documentation of modifications affecting National Objectives 24 CFR 570.483 et seq., beneficiary count, participation in the urban county entitlement defined in 42 U.S.C. 5302(A)(6), and changes in the eligibility of the overall activity 42 U.S.C. §5305

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Please select a check box to certify with Modification of Activities Compliance as listed above

Compliance with Modification of Activities

Additional Requirements

At time of application submission, all applications must comply with and provide documentation of HUD's federal cross cutting requirements found at 24 CFR §570.600, et seq, and summarized in section X Federal Program Requirements of this NOFA, and state overlays. Failure to comply with these requirements may result in disqualification of the application.

Applicants must certify upon submission that their application is true and correct to the best of their knowledge. The required application input fields, attachment uploads, and budgets. Selecting an input field or uploading a blank document to circumvent the application requirements invalidates the application certification and will result in immediate disqualification, without exception or appeal. Applicants that intentionally input false information or that intentionally upload blank documents will have their good standing with the Department revoked and may be determined to be ineligible for other Department funding. Intentionally providing false information is fraud. Applicants that rely on consultants or grant writers to prepare the CDBG application are strongly encouraged to review the application for completeness and correctness prior to submittal. It is also strongly encouraged to give plenty of time for submitting prior to the cutoff date and at the least several hours prior to the cutoff time. If an input field, upload requirement, or application component is not functioning correctly, or if there are system outages or other system failures prior to submittal, please

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contact cdbg@hcd.ca.gov as soon as possible prior to the cutoff time to document the issue so that applications are not disqualified due to technical difficulties. Failure to contact the Department with system issues will not exempt Applicants from application verification requirements.

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

Dallin Kimble

Attachment: Application (RES-2022-657 : CDBG Housing Rehbilitation Program Income)

Section I

Activity Category

Choose your Activity Category from the list. Eligible activities are defined by 24 CFR §570.482 et. seq. https://www.law.cornell.edu/cfr/text/24/570.482

Housing Programs

Activity (Housing Programs)

14A Rehab: Single-Unit Residential

Does Article XXXIV apply to your activity?

No

National Objective (H)

(LMH) Low/mod housing benefit

Check this box if the activity is in support of housing

This activity supports housing

Section II

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Measure Indicator (H)

Housholds/Housing Units

Choose the measure indicator from the list. Detailed information on performance measurements can be located in HUD's Basically CDBG manual, Chapter 13. https://files.hudexchange.info/resources/documents/Basically-CDBG-Chapter-13-Performance-Measurement.pdf (https://files.hudexchange.info/resources/documents/Basically-CDBG-Chapter-13-Performance-Measurement.pdf)

Number of Beneficiaries

1

Please indicate the proposed number of beneficiaries of this activity. ###### LMA - Number of LMI persons in service area that will benefit.###### LMC - Number of LMI persons that will benefit###### LMH - Number of households that will benefit###### LMJ - Number of jobs created/retained

Presumed Benefit Types

Please check on all that apply, if applicable. For more information regarding presumed benefit types see 24 CFR §570.483(a)(2). https://www.law.cornell.edu/cfr/text/24/570.483

Additional Benefit Types

Check all that apply, if applicable.

Youths, Single Adults, Single Men, Single Women, Families, Veterans, Other

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Section III

Organization Name

Enter the name of the responsible entity.

Mariposa County

Organization Street Address

5,088

Organization Street Name

Enter the primary address for the Applicant.

Bullion

Organization City

Mariposa

Organization State

US-CA

Organization Zip Code

95338

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Is this acitivity in a Colonia?

For information about Colonia locations see https://www.hudexchange.info/cdbg-colonias/colonias-history/.

No

Is this acitivity for a non-Federally recognized Native American tribe?

No

For a list of Federally recognized Native American tribes in California please see https://www.ncsl.org/research/state-tribal-institute/list-of-federal-and-state-recognized-tribes.aspx (https://www.ncsl.org/research/state-tribal-institute/list-of-federal-and-state-recognized-tribes.aspx). For more information see the Governor's Office of the Tribal Advisor at https://tribalgovtaffairs.ca.gov/ (https://tribalgovtaffairs.ca.gov/).

Program Census Location

The Census information in this section will be used for legislative and congressional district tracking. Please use the Census information of your primary facility or the designated address of the responsible organization. If you are doing a LMA activity, you will be asked to provide additional Census information specific to your service area. It is ok if the information is duplicative. ###### Use the HUD LMSI mapping tool located at https://hud.maps.arcgis.com/apps/webappviewer/index.html?id=ffd0597e8af24f88b501b7e7f326bedd (https://hud.maps.arcgis.com/apps/webappviewer/index.html?id=ffd0597e8af24f88b501b7e7f326bedd) to gather the required census tract information as identified by the address below. For instructions on using the

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mapping tool visit: https://hud.maps.arcgis.com/home/item.html?id=ffd0597e8af24f88b501b7e7f326bedd (https://hud.maps.arcgis.com/home/item.html?id=ffd0597e8af24f88b501b7e7f326bedd)###### Identify the census location data for the administrative entity of this application (if this is a county use the County Administration building, if this is a city use City Hall or an administrative facility).

County Code

Enter your county code.

43

Census Tract

Enter your census tract.

Census Block Group(s)

Does this activity occur on more than one Census Tract and Block Group?

Yes

County Code

Enter your county code.

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Census Tract

Enter your census tract.

Census Block Group(s)

County Code

Enter your county code.

Census Tract

Enter your census tract.

Census Block Group(s)

County Code

Enter your county code.

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Census Tract

Enter your census tract.

Census Block Group(s)

Section IV

Please enter a descriptive Activity Title for your application - including your legal jurisdiction name. Example: City of Sacramento Water Treatment Planning.

Activity Project/Program Title

Enter a descriptive name of your project.

PI Only Owner-Occupied Rehab Program - Mariposa County

Activity Address, Building Number:

5,088

Activity Address, Street Name:

Add the address of where the activity will take place. This does not have to be a validated USPS address. (i.e. The corner of 1st Ave and A Street)

Bullion

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Activity Address, Suite Number:

Activity Address, City:

Mariposa

Activity State:

US-CA

Activity Address, Zip Code:

95338

Enter a detailed description of your activity which should include at a minimum: what the activity is, why it is needed, who the beneficiaries will be, where will it take place, how it will be done and when it will be complete. This should be a similar description provided for the NEPA. Additionally, please indicate if this will be a new activity, a modification to an existing activity, or if a new type of assistance will be added to an existing activity.###### By completing the narratives below the applicant is demonstrating a knowledge of need for the activity and the steps needed to achieve the desired outcome.

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Activity Description

The County of Mariposa currently has $231,614 in Program Income, cash on hand. The County of Mariposa is submitting a CDBG Program Income application and Future CDBG Program Income up to$1,000,000 to commit current and future CDBG PI funds. The County desires to utilize its current RLF for housing rehabilitation program. The County will use up to $830,000 of CDBG Program Income funds to provide low-income owner-occupied homeowners with zero interest deferred payment loans and/or grants that will cover the cost of repairs necessary to resolve or improve, health, safety, code and energy efficiency components of the residential unit occupied by the homeowner located within the unincorporated areas of the County. The County expects to assist one household with current funds on hand, with repairs which may include but are not limited to minor repairs of plumbing, electrical, roofing, windows, exterior siding, drywall repair, flooring, insulation, repair or replacement of mechanical components such as water heaters, air conditioning, heating, and stove. Repairs may also include major rehabilitation including reconstruction of the unit when the cost to bring the house up to health, safety and code compliance would cost more than the construction of a new unit, the addition of a bedroom or bathroom, if overcrowding exist or is found necessary due to a medical necessity. Major rehabilitation and/or reconstruction are generally required due to multiple failing systems such as foundations, severe structural issues, as well as dysfunctional plumbing and electrical systems. The Owner-occupied housing rehabilitation is provided to aid low-income homeowners in the safety and functionality of their home in an effort to ensure safe, decent affordable housing and avoid neighborhood blight.

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

Attachment: Application (RES-2022-657 : CDBG Housing Rehbilitation Program Income)

Detailed Scope of Work - Task Narrative

Provide a detailed narrative describing the steps to be taken to complete the activity. (i.e.: Task 1- create marketing plan; Task 2- hold a town hall meeting; Task 3- analyze feedback… etc.)

Task 1 - Develop Program Policies, Procedures, Guidelines, Application, Marketing Plan and Marketing Materials (completed)
Task 2 - Complete general administration and Tier I environmental review documents (complete)
Task 3 - Secure contract with Administrative Subcontractor(AS) (complete)
Task 4 - Execute Standard Agreement (it is understood that this may happen at a later time, even after the program is up and running)
Task 5 - Seek permission to incur cost and general conditions clearance
Task 6 – Complete all special conditions
Task 7 - Receiving and processing applications, conducting inspections and move jobs through construction to completion.
Task 8 - Submit individual project set-ups, completions, and draws
Task 9 - Prepare quarterly progress and financial reports
Task 10 - Prepares documents for grant closeout and hold public hearing

Provide a detailed narrative describing the deliverables that will be completed as part of this activity. (i.e.: Deliverable 1- marketing plan; Deliverable 2- town hall meeting minutes; Deliverable 3- labor compliance files… etc.). This deliverable narrative should indicate your knowledge of the documentation necessary to monitor and evaluate activity compliance. These documents should be part of your project file and will be reviewed as part of your onsite monitoring.

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Detailed Scope of Work - Deliverable Narrative

Deliverable 1 - Submitted Program Policies, Procedures, Guidelines, Application, Marketing Plan and Marketing Materials (complete)
Deliverable 2 - Submitted Complete environmental review documents (complete)
Deliverable 3 - Submitted executed Administrative Subcontractor (AS) contract (complete)
Deliverable 4 - Submit Executed Standard Agreement (it is understood that this may happen at a later time, even after the program is up and running)
Deliverable 5 – Request permission to incur cost and general conditions clearance
Deliverable 6 - Submit special conditions
Deliverable 7 - AS submits project set-up, completion reports and draw request
Deliverable 8 - AS Submits quarterly financial and progress reports for City to HCD
Deliverable 9 - AS Submits final closeout documents and proof of public hearing.

Section V

Will you need more than 30 days after the expenditure deadlines to complete your activity reporting?

No

Will you need more than 30 days after the expenditure deadline to complete your beneficiary reporting, for example; reporting for activities that are in support of housing or economic development where it is likely that there will be a time gap between completion of the activity and reportable beneficiaries. If more than 30 days is needed after the expenditure deadline to complete reporting an explanation is required as to why more than 30 days is needed.

Do you want to add additional optional milestones?

No

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If you selected YES, please provide each milestone for the program as well as the anticipated completion date. There are spaces for 10 milestones, however only the first and last are mandatory. The first milestone is the proposed activity start date and the last milestone is the proposed notice of completion or completion date of the activity. Additional milestones are optional. Milestones provided in this section will become part of the Standard Agreement.

Appropriate Milestones should relate to the tasks and deliverables identified in your narratives.

Milestone #1

Grant Setup/Clearance within 60 days of receipt of executed agreement

Milestone #1 must be completed no later than 60 days after execution of the STD 213

Milestone #2

1st Funds Expense report within 12 months of receipt of clearance

Milestone #3

Submittal of quarterly progress reports within 15 days of end of each quarter

Milestone #4

Submittal of final progress report and expenditure report no later than contract expiration date

Confirmation of Closeout - Milestone

Closeout within 90 of final project draw (within 36 months of executed award

Attachment: Application (RES-2022-657 : CDBG Housing Rehbilitation Program Income)

Milestone #10 must be completed no later than 90 days after confirmation of closeout

Readiness Criteria

Provide a narrative listing your partners and collaborators

Self-Help Enterprises

List of collaborators/partners

Select all that apply for your program. Make sure to indicate what partners are included in your narrative and provide documentation of commitment.

Non-Profit service providers

Partners/Collaborators Supporting Documentation

Upload Documentation of your partnerships and collaborations.

Subrecipient for CDBG funds-Rehab, Grant admin-End Date 2-01-2024.pdf

Do you have guidelines for your program?

Yes

Are guidelines adopted or draft?

Adopted

Please upload adopted or draft guidelines.

Attachment: Application (RES-2022-657 : CDBG Housing Rehbilitation Program Income)

A good marketing plan should include the program's target beneficiaries (i.e characteristics of persons and/or housing stock in the service area) and how there is a need for the activity to support those beneficiaries, how they will be reached, what other organizations may be providing the same services and how beneficiaries will benefit from your program. The marketing plan needs to include a description of how Fair Housing and Equal Opportunity and Limited English Proficiency (LEP) requirements will be met.

Do you have a Marketing Plan?

Yes

Select all applicable components of your marketing plan

Do you have a loan servicing plan?

Yes

Select all applicable components of your loan servicing plan

Loan Servicing plan

Is this a new program, additional program type, or program that has not been in continuous operation?

Yes - Additional Program Type

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Upload supporting documentation for Need/Demand

Please include a narrative describing your staff and/or contractor/subrecipient expertise

The County of Mariposa County has provided Owner-occupied housing rehabilitation services to the citizens of Mariposa County via a subrecipient agreement relationship with Self-Help Enterprises (SHE) for over 3 years. SHE possesses over 30 years of experience in administering and implementing Federal and State funding for housing rehabilitation and has an extensive working relationship with HCD. Services provided by SHE include, grant writing; development, amendments and updates to program guidelines, policies and procedures; clearance of threshold items such as environmental reviews, marketing plans, feasibility analysis; marketing; intake and processing of applications for eligibility of participant and property; property inspections, work write-ups, plans, bid document preparation, bid noticing; loan document and construction contract execution and filing; verification of contractor eligibility; construction monitoring and issuance of payments to contractor; relocation approval and payments; file closeout; and loan servicing. SHE invoices the County for services provided and provides reporting on program activity, prepares reports, set-up, completion and draw request, administrative draw request, completes analysis of demographics, communicates regularly, and receives approval from County on all loans. SHE also prepares and maintains the County's public information binder, insuring the County is prepared for all monitoring visits and publishes and conducts public hears as needed. SHE is well staffed with individuals that specialize in various aspects of the program providing the County with over 30 years of combined experience.

To meet eligibility requirements applicants must have at least one of the following four documents. Plans that have been approved for other funding organizations are acceptable.###### Program Guidelines- (NOTE: For all housing loan and economic development programs DRAFT program guidelines are mandatory). A grantee must develop and follow a detailed plan which details the rules and regulations under which the program will operate.###### Activity Implementation Plan- An implementation plan is the document that you use to define your implementation strategy. It outlines the activities and decisions necessary to turn the strategic goals

Attachment: Application (RES-2022-657 : CDBG Housing Rehbilitation Program Income)

into reality, and the execution plan is a schedule of concrete actions and activities to achieve goals and drive success.###### Strategic Plan- A document that articulates both the decisions made about the organization's goals and the ways in which the organization will achieve those goals. ###### Operating Plan- An operating plan can be defined as a plan that clearly defines actions it will take to support the strategic objectives and plans of upper management.

Do you have adopted:

Program guidelines

Please include a narrative describing your staff and/or contractor/subrecipient expertise:

The County of Mariposa County has provided Owner-occupied housing rehabilitation services to the citizens of Mariposa County via a subrecipient agreement relationship with Self-Help Enterprises (SHE) for over 3 years. SHE possesses over 30 years of experience in administering and implementing Federal and State funding for housing rehabilitation and has an extensive working relationship with HCD. Services provided by SHE include, grant writing; development, amendments and updates to program guidelines, policies and procedures; clearance of threshold items such as environmental reviews, marketing plans, feasibility analysis; marketing; intake and processing of applications for eligibility of participant and property; property inspections, work write-ups, plans, bid document preparation, bid noticing; loan document and construction contract execution and filing; verification of contractor eligibility; construction monitoring and issuance of payments to contractor; relocation approval and payments; file closeout; and loan servicing. SHE invoices the County for services provided and provides reporting on program activity, prepares reports, set-up, completion and draw request, administrative draw request, completes analysis of demographics, communicates regularly, and receives approval from County on all loans. SHE also prepares and maintains the County's public information binder, insuring the County is prepared for all monitoring visits and publishes and conducts public hears as needed. SHE is well staffed with individuals that specialize in various aspects of the program providing the County with over 30 years of combined experience.

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Do you have a draft/signed agreement with a contractor/subrecipient?

Yes

The Subrecipient Agreements must meet the requirements of 24 CFR §570.503: https://www.law.cornell.edu/cfr/text/24/570.503 (https://www.law.cornell.edu/cfr/text/24/570.503) Contracts must be in compliance with 2 CFR §§200.317-200.326:. https://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1.4.31&rgn=div7 (https://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1.4.31&rgn=div7) Contracts should include language required in Appendix 2 of 2 CFR 200: https://www.law.cornell.edu/cfr/text/2/appendix-II_to_part_200 (https://www.law.cornell.edu/cfr/text/2/appendix-II_to_part_200)

Upload draft/signed agreement(s)

Subrecipient for CDBG funds-Rehab, Grant admin-End Date 2-01-2024.pdf

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Legislative Data

Please enter the address for the non-entitlement jurisdiction applying for this grant.

Applicant Address:

5088 Bullion

Applicant City:

Mariposa

Applicant State:

CA

Applicant Zip Code:

95338

Please enter the address where the activity will occur if funded.

Activity Address:

5088 Bullion

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Activity City:

Mariposa

Activity State:

CA

Activity Zip Code:

95338

HCD is legally obligated to make sure that legislative representatives, from both U.S. Congress and the California State Legislature, are informed about the programs and projects funded through HCD administered resources. As legislative districts are periodically updated and representatives change, it is important that our jurisdiction partners keep us informed of the different legislators with an interest in CDBG funded Activities. Please complete the information below for your proposed Activity to help us make sure we have your most current legislative representation documented. Please use the full service area of your program or project to determine which congressional and legislative representatives should be notified. If your service area crosses legislative borders, please include information for all of congressional and legislative representatives whose constituents will be eligible for the Activity. This means you may have two or more representatives at the U.S. House of Representatives, California State Senate, and California State Assembly. Indicate how many members for each legislative body need to be informed and then include all of the requested information. Failure to complete this section thoroughly will result in a lack of notification, and can impact your future eligibility for awards, so please be complete. If you have any questions about hot to complete this section, please reach out to the CDBG team for further guidance.

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Indicate the number Congressperson(s) are in the boundaries of this activity/project?

1

Congressperson #1 Name:

Tom

Congressperson #1 Last Name:

McClintook

Congressperson #1 District Number:

4

Congressperson #1 Street Address:

2312 Rayburn HOB

Indicate the number of State Senator(s) are in the boundaries of this activity/project?

1

Indicate the number of State Assembly Member(s) are in the boundaries of this activity/project?

1

State Senator #1 Name:

Andres

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State Senator #1 Last Name:

Borgas

State Senator #1 District Number:

8

State Senator #1 Room Number:

3,082

State Assembly Member #1 Name:

Frank

State Assembly Member #1 Last Name:

Bigelow

State Assembly Member #1 District Number:

5

State Assembly Member #1 Room Number:

4,158

By typing my name, I hereby understand and certify the legislative data provided herein is true, and correct as presented:

Dallin Kimble

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Applicant Information

Tell us about you.

First name

Dalllin

Last name

Kimble

Phone Number

209-966-3222

Email

dkimble@mariposacounty.org

Title

County Administrative Officer

Company/Organization

Mariposa County

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Company Website

https://www.mariposacounty.org/

City

Mariposa

State

US-CA

Organization Information

Tell us about your organization.

Organization Name

Mariposa County

Employer Identification Number (EIN)

31-159254

Unique Entity Identifier as Assigned by SAM.Gov (Formerly DUNS) #

PNG4LUYEKK53

Please list the Title of the Authorized Representative per the Resolution.

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Authorized Representative Title:

Dallin Kimble

**Please list the name of the current Titleholder Authorized Per the Resolution.

Current Authorized Representative Titleholder's Name

County Administrative Officer

Current Authorized Representative Email Address:

dkimble@mariposacounty.org

Business/Finance Representative:

Shannon Hansen

Business/Finance Representative Email Address:

shansen@mariposacounty.org

Organization Address

Address

5088 Bullion

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Address 2

City

Mariposa

State

US-CA

County

Mariposa

Zip

95338

Phone

209-966-3222

Phone Extension

Fax

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Is or will there be a consultant on this activity/application?

Yes

Please tell us about your consultant

Consultant Name

Self-Help Enterprises, Susan Long

Title

Director

Consultant Employer Identification Number (EIN)

941592676

Consultant Unique Entity Identifier as Assigned by SAM.Gov (Formerly DUNS) #

YWCPA31KBJY6

Consultant Email

susanl@selfhelpenterprises.org

Phone

559-802-1630

Business/Finance Contact (if required)

Attachment: Application (RES-2022-657 : CDBG Housing Rehbilitation Program Income)

Name

Title

Email

Phone

Are you applying on behalf of an additional Jurisdiction?

No

Attachment: Application (RES-2022-657 : CDBG Housing Rehbilitation Program Income)

State Objectives

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State Objectives Criteria

Instructions

All applicants are required to demonstrate, to the satisfaction of the Department, that state objectives criteria are met. These criteria include: (1) Affirmatively Furthering Fair Housing and (2) Disaster Resiliency. Each criterion includes sub-categories and applicants must demonstrate at least one option under each sub-category is met. Sub-categories include:

Affirmatively Furthering Fair Housing:

1. Housing Mobility Strategies;

2. Development of Housing Choices and Affordability in High Opportunity Areas; and

3. Place-based Strategies to Encourage Community Conservation and Revitalization, including Preservation and Displacement Protection

Disaster Resiliency:

1. Building Standards, Zoning and Site Planning; and

2. Long Term Planning

Applicants must fill out the following form, including a short description of documentation and relevant document links and the form must be certified by the delegate or sub-delegate for the application. Documentation must be minimal in volume and demonstrate the completion or approval of the action. Examples include resolutions, project approvals or other proof of adoption, approval or completion. The Department may consider other forms of verification on a case by case basis.

Attachment: Application (RES-2022-657 : CDBG Housing Rehbilitation Program Income)

AFFIRMITIVELY FURTHERING FAIR HOUSING

Applicants must select a "yes" answer to at least one option under each sub-category to demonstrate meeting the affirmatively furthering fair housing (AFFH) state objectives. Sub-categories include: 1. Housing Mobility Strategies; 2. Development of Housing Choices and Affordability in Highest and High Resource Opportunity Areas; and 3. Place-based Strategies to Encourage Community Conservation and Revitalization, including Preservation and Displacement Protection for Lower Income Households or in Moderate and Low Resource Opportunity Areas or Areas of High Segregation and Poverty

Housing Mobility Strategies

Affirmative marketing strategies or plans targeting nearby neighborhoods *

- ○ No
- ○ Yes

Use, affirmatively market or take other actions to promote use of housing voucher mobility throughout the community (e.g., proof of vouchers by census tract or other area indicator, landlord outreach programs, efforts to support landlord participation, and subsidizing security deposits *

- ○ No
- ○ Yes

Housing mobility counseling *

- ○ No
- ○ Yes

Assistance with security deposits and moving expenses *

- ○ No
- ○ Yes

City-wide affordable housing registries *

- ○ No
- ○ Yes

Regional coordination and/or administration of vouchers (such as shared waiting lists) *

Attachment: Application (RES-2022-657 : CDBG Housing Rehbilitation Program Income)

- ○ No
- ○ Yes

Accessibility programs focus on improving access to housing, public buildings and facilities, sidewalks, pedestrian crossings, and businesses *

- ○ No
- ○ Yes

High performing school districts to improve a diversity of students and staff to serve lower income students *

- ○ No
- ○ Yes

Other strategies not identified above *

- ○ No
- ○ Yes

Housing Choices, Affordability and Other Actions to Promote Access in Highest and High Opportunity Resource Areas

For Information on Opportunity Areas, Please see TCAC/HCD Opportunity Maps at https://www.treasurer.ca.gov/ctcac/opportunity.asp (https://www.treasurer.ca.gov/ctcac/opportunity.asp)

Applicant does not have highest or high resource opportunity areas *

- ○ No
- ○ Yes

Rezoned multifamily sites in highest or high resource opportunity neighborhoods in the last five years *

- ○ No
- ○ Yes

Approved or completed affordable housing in highest or high resource opportunity neighborhood in the last five years *

Attachment: Application (RES-2022-657 : CDBG Housing Rehbilitation Program Income)

- ○ No
- ○ Yes

Expand permitted residential uses (e.g., duplexes, triplexes, four-plexes) in zoning districts in highest or high resource opportunity areas *

- ○ No
- ○ Yes

Modify land use policies or development standards to facilitate housing choices and affordability in highest or high resource opportunity areas such as minimum lot sizes, reduced parking requirements, parking maximums, multifamily height requirements, housing overlay zones *

- ○ No
- ○ Yes

Use mixed income strategies in highest or high resource opportunity areas (e.g., funding, incentives, policies and programs, density bonuses, land banks, housing trust funds) *

- ○ No
- ○ Yes

Update development review processes in highest or high resource opportunity areas such as eliminating conditional use permit process requirements for multifamily, maximizing by-right approvals, minimizing discretionary review opportunities, shortening review timelines, by right processes for community care facilities over seven persons *

- ○ No
- ○ Yes

Reduce, defer or mitigate development fees to support housing choices and affordability in highest or high resource opportunity areas (e.g., assess fees based on square footage, type and location) *

- ○ No
- ○ Yes

Attachment: Application (RES-2022-657 : CDBG Housing Rehbilitation Program Income)

Scattered site project approvals or programs in highest or high resource opportunity areas *

- ○ No
- ○ Yes

Inclusionary requirements or similar policies, programs or procedures *

- ○ No
- ○ Yes

Other targeted investment and programs in affordability housing in highest or high resource opportunity areas (e.g., sweat equity, down payment assistance, new rental construction *

- ○ No
- ○ Yes

Accessibility modification projects or programs in in highest or high resource opportunity areas *

- ○ No
- ○ Yes

In-home or community-based support services in in highest or high resource opportunity areas *

- ○ No
- ○ Yes

Implement a campaign or similar actions to combat local opposition to affordable housing in highest or high resource opportunity areas *

- ○ No
- ○ Yes

Other (describe how this meets subarea objective): *

- ○ No
- ○ Yes

Attachment: Application (RES-2022-657 : CDBG Housing Rehbilitation Program Income)

Place-based Strategies to Encourage Community Conservation and Revitalization, including Preservation and Displacement Protection for Lower Income Households or in Moderate and Low Resource Areas and Areas of High Segregation and Poverty

(For Information on Opportunity Areas, Please see TCAC/HCD Opportunity Maps at https://www.treasurer.ca.gov/ctcac/opportunity.asp (https://www.treasurer.ca.gov/ctcac/opportunity.asp))

Applicant does not have moderate or low resource opportunity areas or areas of high segregation and poverty *

- ○ No
- ○ Yes - does not have moderate or low resource...

Utilized or supported funding for acquisition and/or rehabilitation of housing for lower income households or in moderate and low resource opportunity areas or areas of high segregation and poverty *

- ○ No
- ○ Yes - does not have moderate or low resource...

Utilized or supported funding for the preservation of units at-risk of conversion to market rate uses *

- ○ No
- ○ Yes

Adopt general plan, zoning or other land use policies and procedures to conserve existing housing stock for lower income households or in moderate and low resource opportunity areas or areas of high segregation and poverty (e.g., general plan or specific plan replacement policies, rent control or stabilization ordinance or overlays) *

- ○ No
- ○ Yes

Utilize or support funding for community conservation and revitalization for lower income households or in moderate and low resource opportunity areas or areas of high segregation and poverty (e.g., infrastructure, active transportation, safe routes to school, parks, schools, other neighborhood improvements) *

- ○ No
- ○ Yes

Attachment: Application (RES-2022-657 : CDBG Housing Rehbilitation Program Income)

Adoption of a General Plan Environmental Justice element (i.e., SB 1000 for jurisdictions containing disadvantaged communities) that includes equitable investment strategies for affordable housing, infrastructure and other improvements, and other actions that address disproportionate health burdens. *

- ○ No
- ○ Yes

Code enforcement and rehabilitation programs that target lower income households or in moderate and low resource opportunity areas or areas of high segregation and poverty *

- ○ No
- ○ Yes

Utilize or support funding for basic infrastructure improvements (e.g., water, sewer) in disadvantaged communities while mitigating displacement and increased costs to vulnerable populations (e.g., seniors, persons with disabilities and farmworkers) *

- ○ No
- ○ Yes

Target acquisition and rehabilitation to vacant and blighted properties in moderate and low resource opportunity areas or areas of high segregation and poverty *

- ○ No
- ○ Yes

Prioritize capital improvement programs in moderate and low resource opportunity areas, areas of high segregation and poverty or disadvantaged communities pursuant to SB 1000 or SB 244. *

- ○ No
- ○ Yes

First right of return policies, ordinances or other procedures for existing residents in acquisition and rehabilitation projects, including moving expenses *

- ○ No

Attachment: Application (RES-2022-657 : CDBG Housing Rehbilitation Program Income)

- ○ Yes

Multi-lingual tenant counseling or foreclosure assistance *

- ○ No
- ○ Yes

Just cause eviction or other efforts improving tenant stability *

- ○ No
- ○ Yes

Policies, ordinances, procedures or investment to preserve single room occupancy, mobile home home parks, condominiums or housing types other than single family uses *

- ○ No
- ○ Yes

Economic development or other polices, ordinances, investment or other efforts to preserve existing small or other business in moderate and low resource opportunity areas or areas of high segregation and poverty *

- ○ No
- ○ Yes

Other (describe how this meets subarea objective) *

- ○ No
- ○ Yes

DISASTER RESILIENCY

Applicants must select a "yes" answer to at least one option under each sub-category to demonstrate meeting the disaster resiliency state objectives. Sub-categories include1. Building Standards, Zoning and Site Planning; and 2. Long Term Planning Select an option by marking the "yes" answer. For each completed action, include a description of the documentation type (e.g., resolution), relevant links and additional description, if necessary. Relevant links includes links to planning documents, zoning codes and other documents that represent the actual action taken. For example, if the action taken was adoption of a planning document then the link would be to the actual planning document.

Attachment: Application (RES-2022-657 : CDBG Housing Rehbilitation Program Income)

Additional description should be added only if necessary and provides additional information about the completed action. For example, additional description may include description of a code document or detail about a policy type such as general plan policy number.

Building Standards, Zoning and Site Planning

Building Standards: Consistency with Chapter 7a of the California Building Code (i.e., the "Wildland Urban Interface [WUI] Code") or Other Pertinent Hazard Mitigation Building Codes. *

- ○ No
- ○ Yes

Zoning and Site Planning: Consistency with Government Code Section 66474.02 and applicable regulations for fire safety and defensible space adopted by the State Board of Forestry and Fire Protection pursuant to Sections 4290 and 4291 of the Public Resources Code. *

- ○ No
- ○ Yes

Certified Local Ordinances: Local ordinances certified as meeting or exceeding Title 14 SRA Fire Safe Regulations, pursuant to 14 CCR 1270.01 and 1270.03. *

- ○ No
- ○ Yes

Fire Protection Plan: Local development review procedures that require project-specific fire protection plan (FPP) or equivalent for all new development projects in high fire hazard severity areas and require that such projects incorporate all recommended risk reduction measures from the FPP or equivalent into project designs or conditions of approval. *

- ○ No
- ○ Yes

Hazard Overlay Zones: Update local zoning to designate hazard overlay zones and associated conditional use, site development standards, and design criteria to mitigate hazards and reduce risks to new development within the overlay zones *

- ○ No

Attachment: Application (RES-2022-657 : CDBG Housing Rehbilitation Program Income)

- ○ Yes

Wildland Urban Interface (WUI) Risk Reduction Program: Comprehensive WUI risk reduction program and associated funding/financing for existing development to improve defensible space, increase home and structural hardening, and increase vegetation and fuels management in wildland areas adjacent to existing development.? *

- ○ No
- ○ Yes

Other (describe how this meets subarea objective) *

- ○ No
- ○ Yes

Long Term Planning

For Additional Information, see the Governor's Office of Planning and Research Website at https://www.opr.ca.gov/planning/general-plan/ (https://www.opr.ca.gov/planning/general-plan/)

Safety Element for Wildfire: Recent Amendment (post 2014) pursuant to Government Code 65302(g)(3) and 65302.5. *

- ○ No
- ○ Yes

Safety and Conservation Element for Flood: Recent Amendment (Post 2009) pursuant to Government Code Section 65302(d)(1) and (g)(1). *

- ○ No
- ○ Yes

Land Use Element for Disadvantaged Unincorporated Communities: Recent Amendment (Post 2013) pursuant to Government Code Section 65302.10. *

- ○ No
- ○ Yes

Attachment: Application (RES-2022-657 : CDBG Housing Rehbilitation Program Income)

Safety Element for Climate Adaptation and Resiliency: Recent or Planned Amendment (post 2017) pursuant to Government Code 65302(g)(4). (may also include adoption of a separate climate change adaptation plan or resilience plan incorporated by reference into the safety element that meets minimum requirements in Gov Code 65302(g)(4)) *

- ○ No
- ○ Yes

Local Hazard Mitigation Update: Adoption with or incorporation by reference into the safety element, pursuant to Government Code 8685.9, and consistent with safety element requirements pursuant to Government Code 65302(g). *

- ○ No
- ○ Yes

Community Wildfire Protection Plan: Collaboratively developed plan which identifies and prioritizes areas for fuel reduction treatment and recommends measures for homeowners and communities to reduce ignitability of structures pursuant to the Healthy Forests Restoration Act. *

- ○ No
- ○ Yes

Other (describe how this meets subarea objective) *

- ○ No
- ○ Yes

SELF-CERTIFICATION OF FORM

By checking the box below, I certify under penalty of perjury that all of the information contained in the below forms (including all supporting documentation) is true and correct. I understand and acknowledge that making false statements on this document, including any documents submitted in support of it, may negatively impact the current or future application and award of state funding. *

- ☐ Yes, I certify

Attachment: Application (RES-2022-657 : CDBG Housing Rehbilitation Program Income)

Certifying Official's Name: *

Certifying Official Title: *

Certification Date: *

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(http://www.wizehive.com/)

Attachment: Application (RES-2022-657 : CDBG Housing Rehbilitation Program Income)

Racial Equity

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Racial Equity

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

Answers in this section will not serve to qualify or disqualify applicants but rather will serve as a baseline measure of the current state of each applicant's disparities, efforts, and outcomes.

Please select your application type: *

Program Equity Analysis

Attachment: Application (RES-2022-657 : CDBG Housing Rehbilitation Program Income)

Has your jurisdiction completed an analysis of racial disparities in its community, for example, using American Community Survey Data? *

If your jurisdiction is a prior recipient of CDBG funds, it has captured race, ethnicity, and income data on its prior program beneficiaries. Has your jurisdiction completed an analysis of this data to identify racial disparities in its CDBG programs? *

Tell us your success stories around addressing racial equity within your jurisdiction. If you don't have success stories to share, please let us know some of the opportunities your jurisdiction has identified for addressing racial inequities. *

Program Marketing

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

Attachment: Application (RES-2022-657 : CDBG Housing Rehbilitation Program Income)

Do you have inclusive program marketing strategies for any of the items below? Check all that apply. *

- [ ] We have a Fair Housing Marketing Plan for our housing programs.
- [ ] We make program materials available in multiple languages
- [ ] Program marketing includes targeting people in protected classes, including but not limited to people of color
- [ ] Program marketing on media sites (like newspapers or radio stations) that operate and publish in languages other than English
- [ ] Engagement of community-based organizations to help with program marketing
- [ ] Other

If you are not able to carry out any of these (or other) inclusive marketing strategies, what barriers are you facing? *

In which of the following areas could you use support? *

- [ ] Developing or updating our Limited English Proficiency Language Access Plan
- [ ] Identifying strategies for program marketing to people in protected classes, including but not limited to people of color
- [ ] Finding and/or procuring translators to translate our program documents
- [ ] Identifying community-based organizations that work w/people in protected classes which we can partner with to help w/marketing
- [ ] Identifying local media sources that are accessed regularly by people in protected classes
- [ ] Other

Have you completed an affirmative housing marketing plan for your current housing projects and programs? *

- ○ No
- ○ Our jurisdiction does not have any current housing projects or programs

Attachment: Application (RES-2022-657 : CDBG Housing Rehbilitation Program Income)

○ Yes

Representation in Decision Making

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

We meet the minimum requirements of the State of California Citizen Participation Plan found here: https://www.hcd.ca.gov/policy-research/plans-reports/index.shtml

☐ No

☐ Yes

Representative advisory body for community level planning and decision making (e.g., Housing Advisory Committee, Community Planning Advisory Committee).

☐ No

☐ Yes

☐ The advisory bodies or committees represent the diversity of the community that is being served

Community forums for program feedback (e.g. at churches, in community centers)

☐ No

☐ Yes

Meeting and planning materials in multiple languages and accessible on a jurisdiction website

☐ No

☐ Yes

Attachment: Application (RES-2022-657 : CDBG Housing Rehbilitation Program Income)

Outreach campaigns on social media, radio, television, or flyers targeted to people who speak languages other than English and people in protected classes, including but not limited to Black, Native and Indigenous, Latino/Latina/Latinx, Asian, Pacific Islanders and other people of color

- [ ] No
- [ ] Yes

Engagement of community-based organizations to help with program marketing

- [ ] No
- [ ] Yes

Community meetings at times and locations accessible to people in protected classes, including but not limited to Black, Native and Indigenous, Latino/Latina/Latinx, Asian, Pacific Islanders and other people of color. This can include holding meetings at locations with trusted community organizations or institutions

- [ ] No
- [ ] Yes

Jurisdiction has taken specific steps to ensure these funds are accessible to smaller and non-traditional organizations that serve communities of color but may not have previously participated formally in government grant programs

- [ ] No
- [ ] Yes

Jurisdiction uses these funds to address the organizational capacity of organizations that are led by Black, Latinx, Asian, Pacific Islander, and Native and Indigenous people

- [ ] No
- [ ] Yes

Other opportunities for representation in decision making by communities of color and those with lived experience of housing insecurity, houselessness and economic insecurity in making program decisions

- [ ] No

Attachment: Application (RES-2022-657 : CDBG Housing Rehbilitation Program Income)

- [ ] Yes

Partnerships

Subrecipients and Partners

Do you have Formal partnerships such as MOUs or subrecipient agreements with organizations serving people in protected classes, including but not limited to Black, Native and Indigenous, Latino/Latina/Latinx, Asian, Pacific Islanders and other people of color? (Check all that apply)

- [ ] Local Community Based Committees
- [ ] Community-Based Organization
- [ ] Local family service providers, resource coordinators, and/or resource centers
- [ ] Community coalitions
- [ ] Local human rights (economic/educational/immigration/environmental/etc. justice) organizations
- [ ] People of Color-owned business consortiums
- [ ] Other

Do you have Informal partnerships with organizations serving people in protected classes, including but not limited to Black, Native and Indigenous, Latino/Latina/Latinx, Asian, Pacific Islanders and other people of color? (Check all that apply)

- [ ] Local Community Based Committees
- [ ] Community-Based Organization
- [ ] Local family service providers, resource coordinators, and/or resource centers
- [ ] Community coalitions
- [ ] Local human rights (economic/educational/immigration/environmental/etc. justice) organizations
- [ ] People of Color-owned business consortiums
- [ ] Other

Do you have additional Formal/Informal partners to list? *

Attachment: Application (RES-2022-657 : CDBG Housing Rehbilitation Program Income)

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

Vendor Procurement

The regulations at 2 CFR Part 200.318 requires Grantees to take affirmative action to contract with small and minority-owned firms and women business enterprises (MBE and WBE firms). HCD does not require set asides or participation quotas, but Grantees are expected to make special efforts to award contracts to MBE and WBE firms. Please check all the good faith efforts that your jurisdiction takes to see that MBE and WBE are provided opportunities as a result of your CDBG programs through your procurement processes:

- [ ] Ensuring that small businesses and MBE/WBEs are solicited whenever they are potential sources.
- [ ] Sending MBE and WBE firms an Invitation to Bid.
- [ ] When feasible, dividing total requirements into smaller tasks or quantities so as to maximize participation by small businesses
- [ ] Where requirements permit, establishing delivery schedules that encourage participation by small businesses and MBE/WBEs
- [ ] If any subcontracts are to be executed, requiring the prime contractor to take the above affirmative steps
- [ ] Setting aside a percentage of CDBG funds to be awarded to MBE/WBEs.
- [ ] Including MBE/WBE criteria with additional points in selection criteria for professional services procurement
- [ ] Other

Please describe the additional support you need to increase or expand your efforts to see that MBE and WBE are provided opportunities as a result of your CDBG programs: *

Attachment: Application (RES-2022-657 : CDBG Housing Rehbilitation Program Income)

Section 3 of the Housing and Urban Development Act of 1968, as amended, ("Section 3") requires that economic opportunities generated by certain U.S. Department of Housing and Urban Development (HUD) financial assistance for housing and community development programs be directed to low and very low-income persons. The priority of assistance should be to those who are recipients of government assistance for housing, and business concerns which provide economic opportunities to low and very low-income persons. Section 3 applies to all projects that receive $200,000 or more in CDBG, or other HUD assistance, including projects that are financed in conjunction with state, local or private matching or leveraged funds, provided that the Section 3 monetary threshold requirements are met. For additional information on the applicability of Section 3, please see Chapter 5 Procurement. A local government that receives CDBG funding has the responsibility to comply with Section 3 requirements. The Grantee is also required to "ensure compliance" of their contractors and subcontractors.

Notify Section 3 Workers and business concerns about jobs and contracts generated by Section 3 covered assistance so that they may submit bids/proposals for available contracts and job openings with the Grantee

- [ ] No
- [ ] Yes

Notify potential contractors of their responsibilities under Section 3

- [ ] No
- [ ] Yes

Include Section 3 language in all applicable contracts

- [ ] No
- [ ] Yes

Attachment: Application (RES-2022-657 : CDBG Housing Rehbilitation Program Income)

Require subrecipients, contractors, and subcontractors to meet the requirements of §75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts

- [ ] No
- [ ] Yes

Document action(s) taken to meet the HUD benchmarks

- [ ] No
- [ ] Yes

Respond to Section 3 complaints

- [ ] No
- [ ] Yes

Submit required Section 3 reporting as a component of the final close-out report in eCivis

- [ ] No
- [ ] Yes

Publication of opportunities in newsletters or other local newspapers, including those targeted to Limited English Proficient populations

- [ ] No
- [ ] Yes

Use of signage at the project site and flyers posted in the project area

- [ ] No
- [ ] Yes

Use of signage in languages other than English at the project site and flyers posted in the project area

- [ ] No
- [ ] Yes

Attachment: Application (RES-2022-657 : CDBG Housing Rehbilitation Program Income)

Notification of potential training or employment opportunities to neighborhood and nonprofit groups, including Public Housing Authorities, servicing low- and very low- income persons

- [ ] No
- [ ] Yes

Communicate opportunities to employment agencies and career centers

- [ ] No
- [ ] Yes

Other

- [ ] No
- [ ] Yes

Please describe the additional support you need to increase or expand your efforts to achieve Section 3 goals: *

Save Draft | Mark Complete | Close

Attachment: Application (RES-2022-657 : CDBG Housing Rehbilitation Program Income)

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Budget Report

Passthrough Agency: California Department of Housing and Community Development
Program: CDBG - Program Income Only (2022)
Stage: Pre-Award

Report Date: 11/10/2022
Requested By: Ben Goger
bgoger@mariposacounty.org

Budget Items

Category	Title	Description	Units	Unit Cost	Extended Cost	Direct Cost	Indirect Cost	GL Account	Cost Sha	Type
Activity										
Activity Total			0	$0.00	$0.00	$0.00	$0.00		$	
General Administration										
General Administration Total			0	$0.00	$0.00	$0.00	$0.00		$	
Activity Delivery										
Activity Delivery Total			0	$0.00	$0.00	$0.00	$0.00		$	

Other

Category	Title	Description	Units	Unit Cost	Extended Cost	Direct Cost	Indirect Cost	GL Account	Cost Sha	Type
Other										
Other Total			0	$0.00	$0.00	$0.00	$0.00		$	
Grant Total			0	$0.00	$0.00	$0.00	$0.00		$	

Program Income

Category	Title	Description	Income	Type
Program Income				
2022 CDBG Program Income Only				
	2022 CDBG Program Income Only	2022 CDBG Program Income Only - Owner-Occupied Rehab Program	$1,000,000.00	
Program Income Total			**$1,000,000.00**	

Budget Report, Created by Ben Goger, bgoger@mariposacounty.org, 11/10/2022
Source: eCivis™ Portal
http://www.ecivis.com/

Attachment: Application (RES-2022-657 : CDBG Housing Rehbilitation Program Income)

Mariposa County has $231,614 CDBG Program Income cash on hand and anticipates receiving future receipts of up to $1,000,000 of CDBG Program Income funds to provide low-income owner-occupied homeowners with zero interest deferred payment loans and/or grants that will cover the cost of repairs necessary to resolve or improve, health, safety, code and energy efficiency components of the residential unit occupied by the homeowner located within the unincorporated area of Mariposa County. The loan amount average is $150,000. The County expects to assist one household with the cash on hand and an additional 4 with future recipes, with repairs which may include but are not limited to minor repairs of plumbing, electrical, roofing, windows, exterior siding, drywall repair, flooring, insulation, repair or replacement of mechanical components such as water heaters, air conditioning, heating, and stove.

of the cash on hand $39,374 will be available for General Administration and $132,626 of future receipts, which will cover the cost of personnel provides the following: marketing, eligibility determination, unit inspections, work write-up, bid development and issuance, bid review, contract preparation, loan document preparation, construction monitoring, contractor payments, file closeout. Personnel Expenditures include staff hourly rate plus fringe benefits. Actual hours and fringe are tracked by project.

Operating costs are based on an allocation rate (derived by dividing the total hours worked by the organization by the total hours worked under this project each month), and cost pull allocations. While indirect costs are based on Self-Help Enterprises negotiated and approved indirect rate. Operating cost support the operations of the organization and staff that are necessary for day-to-day operations.

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2022-658

MEETING: November 22, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Appoint Steve Engfer Interim Planning Director

RECOMMENDATION AND JUSTIFICATION:
Appoint Steve Engfer as Interim Planning Director Effective December 3, 2022 at a Salary of $12,444.22 Per Month.

Planning Director Sarah Williams has announced her retirement effective December 2, 2022. To ensure the continued operation of the planning department, the Board has directed staff to prepare this item to appoint Deputy Planning Director Steve Engfer as interim director until a permanent replacement can be assigned. Mr. Engfer has more than twenty years of public service experience including more than seventeen years in a planning role and sixteen years with Mariposa County.

Pursuant to the County's agreement with the Mariposa County Managerial and Confidential Organization (MCMCO), Mr. Engfer's service as interim would entitle him to the full monthly salary of the director position ($12,444.22/month) for as long as interim duties are in place. Despite this temporary increase in salary, the County will save approximately $15,000 per month while the director position is vacant.

As this item is a response to previous Board direction, staff recommends approval at this time.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has appointed interim directors of departments as necessary.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve. Staff will need direction on how to proceed.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Marshall Long, District III Supervisor
AYES: Marshall Long, Wayne Forsythe, Miles Menetrey
EXCUSED: Rosemarie Smallcombe

REF ID# 13541

MARIPOSA COUNTY

Administration · 966-3222

MEETING: November 22, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Closed Session - Planning Director

[ ] **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: 1

[ ] **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:_____

[X] **PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:**
(Government Code Section 54957 (b) (1))
Planning Director

[ ] **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 law enforcement agency involved:_____
Title of officer of law enforcement agency:_____

[ ] **LICENSE/PERMIT DETERMINATION**
License or Permit applied for:_____
Number of license or permit applicants:_____
Name of applicant(s):_____

Agenda Item - No Resolution Requested

RESULT: **CLOSED SESSION HELD**

MARIPOSA COUNTY

Administration · 966-3222

MEETING: November 22, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Closed Session - County Librarian

[ ] **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: 1

[ ] **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:_____

[X] **PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:**
(Government Code Section 54957 (b) (1))
County Librarian

[ ] **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 law enforcement agency involved:_____
Title of officer of law enforcement agency:_____

[ ] **LICENSE/PERMIT DETERMINATION**
License or Permit applied for:_____
Number of license or permit applicants:_____
Name of applicant(s):_____

Agenda Item - No Resolution Requested

RESULT: **CLOSED SESSION HELD**